

**Town of Yacolt
202 W. Cushman St.
Yacolt, WA 98675**

DRAFT

June 4, 2018

Town Council Meeting (Regular Meeting)

1. Call to Order

Mayor Myers called the meeting to order at 7:00 p.m.

2. Flag Salute

3. Roll Call:

PRESENT: Mayor Myers and Council members Boget, Bryant, Noble, Moseley, Rowe-Tice

ABSENT: None

PRESENT: Clerk Salisbury, Assistant Clerk Younce, Public Works Director Ross, Attorney Ridenour

4. Minutes of the Previous Meeting:

Draft minutes were presented for the May 21, 2018 regular meeting

MOTION: Council member Boget moved to accept the minutes of the May 21, 2018 regular meeting.

SECOND: Council member Bryant

AYES: Council members Boget, Bryant, Noble, Moseley, Rowe-Tice

VOTE: Motion Carried

5. Late Changes to the Agenda:

Mayor Myers Removed Item A. New business because our new Clerk had been sworn in before the Council meeting. Mayor Myers welcomed our new Clerk Dawn Salisbury. Council member Boget asked to have the North Clark Little League Use Agreement added as Item D. New Business.

6. Citizen Communication:

None

7. Old Business:

- A. Fireworks Update: The Clark County Council will be holding a Public Hearing June 5th at 6:00 p.m. to discuss possible changes to the fireworks rules. Council member Boget let the citizens know that they could get more information from her. She encouraged all citizens to attend.

8. New Business

- A. 6 Year Transportation Improvement Plan:

Attorney Ridenour presented a short power point presentation. There was a question and answer period with staff, Attorney Ridenour and Devin Jackson.

- B. Fire Chief Shawn Ford:

Fire Chief Ford spoke about the upcoming levy for Fire District 13. There will be an information session about the levy on July 12, 2018. Chief Ford also discussed the upcoming Annual Father's Day breakfast served at Yacolt Primary on June 17th, 2018.

- C. Resolution and User Agreement KWRL:

Citizens and member of the audience presented support for or against the KWRL Agreement. There was discussion with the Council.

Mayor Myers let everyone know that the Town was looking into taking over the utilities so the NCLL Charter would not be in danger of losing their Charter. Council wanted tax lot information added to the KWRL Agreement

- D. NCLL Use Agreement:

Council member Boget and Mayor Myers voiced concerns about the ballfields and the property. They addressed each item individually. There was discussion about the items.

Attorney Ridenour shared information that title searches show the Town as the sole owner of the properties that make up the ballfields.

9. Executive Session:

Mayor Myers read a statement approving the Executive Session at 9:46 p.m. The public meeting reconvened at 10:01 p.m.

10. Mayor's Comments:

Mayor Myers thanked everyone for coming. He appreciates all of NCLL's comments.

11. Attorney's Comments:

Attorney Ridenour welcomed Clerk Salisbury.

12. Council Comments:

Council member Moseley thanked everyone for filling the chairs and welcomed Dawn Salisbury, our new Clerk.

Council member Bryant presented Assistant Clerk Younce with a card of thanks.

13. Public Works Report:

None

14. Town Clerk Report:

Assistant Clerk Younce let the Council know that Pete Roberts has done the three septic inspections for the Town for free. She also presented the Council with information on a possible replacement for our current credit card company. The Council agreed that Assistant Clerk Younce could make the change to the new company.

Clerk Salisbury requested that she have a company come and assess the needs for computer needs. The Council agreed to have someone come out and assess the system.

15. Pay Bills on behalf of the Town:

MOTION: Council member Bryant moved to pay the bills on behalf of the Town.

SECOND: Council member Rowe-Tice (with the notation)

AYES: Council members Boget, Bryant, Noble, Moseley, Rowe-Tice

Vote: Motion Carried

16. Adjourn:

Mayor Myers adjourned the meeting at 10:19 p.m.

DRAFT

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Vince Myers, Mayor

Katie Younce, Assistant Clerk

Current Expense	10,820.16
Streets	11,997.63
Cemetery	108.90
REET	9.63
Storm Water	2,175.23
Claims	7,696.22
Payroll	17,415.33

TOWN OF YACOLT

Request for Council Action



Proposed Meeting Date: 6/18/2018

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION

Name: Will Block – Todd Witthauer

Group Name: KWRL – Babe Ruth League

Address: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

Email address: [Click here to enter text.](#)

Alternate Phone: [Click here to enter text.](#)

ITEM TITLE:

Action Requested of Council:

Review and approve resolution # 568 and attached agreement with requested changes made to add tax lot numbers for field 4 and ingress/egress verbiage as requested by the Council and Mayor.

Proposed Motion:

I move to approve Resolution # 568 accepting the agreement between the Town of Yacolt **and** KWRL/Babe Ruth League and allowing Mayor Myers to sign such areement.

Summary/background: [Click here to enter text.](#)

Staff Contact(s): Clerk/Assistant Clerk/Attorney

RESOLUTION #568

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT, WASHINGTON, AUTHORIZING A LICENSE AGREEMENT BETWEEN THE TOWN OF YACOLT AS LICENSOR AND THE KWRL BABE RUTH LEAGUE AS LICENSEE, FOR THE NON-EXCLUSIVE USE OF THE TOWN OF YACOLT'S BASEBALL FIELD FACILITIES.

Whereas, The Town of Yacolt is the owner of Property the 'Field 4', tax lots numbers 64536000 and 279490000 (the "Property"); including all ancillary rights to use all of the property as appropriate for purposes including ingress, egress, parking, etc. legally described in Exhibit A, and as such parcels may have been altered by events including boundary line adjustments of record, (together the "Property");

Whereas, KWRL Babe Ruth League (hereafter, "KWRL") desires to support Babe Ruth league baseball and related activities for children, and desires to use the Property for such purposes;

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

Whereas, the Town Council of the Town is in regular session this 18th day of June, 2018, 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 - Grant of License - Authorization to Enter License Agreement: The Town of Yacolt hereby grants a non-exclusive license to the KWRL to use the Property for the purposes and at such times and in such manner as set forth in Exhibit A hereto, upon execution by the parties of the Agreement attached as Exhibit A. The Mayor is hereby authorized to execute a license agreement in the form attached hereto as Exhibit A.

Section 2 - 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 3 - 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 #568

The Town Council of the Town of Yacolt adopted Resolution #568 at its regularly scheduled Town Council meeting held on June 18th, 2018. 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 a License Agreement between the Town of Yacolt as Licensor and the KWRL Babe Ruth League as Licensee, for the Non-Exclusive Use of the Town of Yacolt's Baseball Field Facilities. The effective date of the Resolution is June 18th, 2018.

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. Telephone - (360) 686-3922.

Published this ____ day of June, 2018
Katie Younce, Assistant Clerk

RESOLVED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 18th day of June.

TOWN OF YACOLT

Vince Myers, Mayor

Attest:

Katie Younce, Assistant Clerk

Approved as to form:

David W. Ridenour, Town Attorney

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of Resolution #568 of the Town of Yacolt, Washington entitled:

A Resolution of the Town Council of the Town of Yacolt, Washington, authorizing a license agreement between the Town of Yacolt as licensor and the KWRL Babe Ruth league as licensee, for the non-exclusive use of the Town of Yacolt's baseball field facilities as approved according to law by the Town Council on the date therein mentioned. The resolution has been published or posted according to law.

Attest:

Katie Younce, Assistant Clerk

Published: _____, 2018

Effective Date: June 18th, 2018

Resolution Number: #568

EXHIBIT A

LICENSE AGREEMENT BETWEEN THE TOWN OF YACOLT AND KWRL BABE RUTH

This Agreement is made this 18th day of June, 2018, by and between the Town of Yacolt, a Washington municipal corporation, ("*Yacolt*" or "*Licensor*") and KWRL Babe Ruth League, a Washington licensed public benefit corporation, ("*KWRL*" or "*Licensee*").

Background

Whereas, The Town of Yacolt is the owner of Property the 'Field 4', tax lots numbers 64536000 and 279490000 (the "Property"); including all ancillary rights to use all of the property as appropriate for purposes including ingress, egress, parking, etc. legally described in Exhibit A, and as such parcels may have been altered by events including boundary line adjustments of record, (together the "Property");

Whereas, KWRL desires to support Babe Ruth League baseball and related activities for children, and desires to use the Property for such purposes;

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

Whereas, the Yacolt Town Council has passed Resolution #568 authorizing the execution of this Agreement to give permission to KWRL to make non-exclusive use of the Property as described herein:

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

Agreement

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

5. **No Transfer or Assignment.** The license granted to KWRL under this Agreement is personal to KWRL. Any attempt to transfer or assign this Agreement by the Licensee shall terminate this Agreement.
6. **Cooperation and Scheduling.** KWRL understands that its license to use the Property is non-exclusive, and that Yacolt and other licensees are also expected to use the Property during the term of this Agreement. In order to avoid scheduling conflicts, KWRL agrees to provide a schedule of anticipated uses as least thirty (30) days in advance of all activities on the Property, including planned baseball, and softball practices and games, and to obtain written approval from the Licensor for said schedule. KWRL agrees that it shall not unreasonably interfere with the normal operations and activities of Licensor, and KWRL agrees to use ordinary care in its activities on the Property to minimize damage to the Property and inconvenience to the Licensor, its agents, employees, licensees and invitees. For its part, Yacolt agrees that it will provide to Licensee a schedule of the Town's desires and intentions to use the Property that provides at least thirty (30) days advance notice of the Town's planned use of the Property. As a form of advance notice through this Agreement, Yacolt discloses that it intends to regularly use some or all of the Property for events including, without limitation, annual events such as the Town Easter Egg Hunt, the 4th of July Celebration, and the Spring Clean-Up. In the case of any scheduling conflict, KWRL understands and agrees that the use of the Property by the Licensor shall be considered a priority over use of the Property by the Licensee. As a general matter, the parties agree to work cooperatively and in reasonable fashion to avoid scheduling conflicts over the use of the Property.
7. **Compliance with Applicable Law/ Necessary Permits.** At all times during the term of this Agreement, KWRL will comply with any and all applicable federal, state and local laws, rules and regulations, and shall obtain or cause to be obtained any and all state or local licenses or permits required of or applicable to the uses to be made of the Property.
8. **Maintenance of Property.**
 - 8.1 KWRL agrees to pay all costs involved in construction, repairs and maintenance of the buildings and grounds related to its use of the Property. All construction, plumbing and electrical work shall comply with all applicable laws and codes. KWRL agrees to reasonably clean the Property following activities to ensure debris from an event does not damage or impact public property. KWRL agrees to obtain written permission prior to constructing or altering the Property or its improvements other than general clean up, lawn mowing and tilling. KWRL agrees to notify Yacolt and Clark Public Utilities in writing prior to any grading or excavating on the Property. KWRL assumes all responsibility for utility maintenance improvements and security of Property. KWRL agrees that NO herbicides, pesticides, fungicides or dust palliatives may be applied to the soil or vegetation. Any substance used to enhance or decrease growth in vegetation must be verified to be a safe product for use near a well field. KWRL agrees to obtain in writing approval from the Public Works Department of the Licensor and Clark Public Utilities prior to use of any such substance.
 - 8.2 **Repair and Restoration.** If Licensee, its agents or contractors cause any damage to the Property or to Licensor's roads, infrastructure or other property and improvements, Licensee shall repair and restore the Property and improvements to their original condition prior to Licensee's use of the Property under this Agreement. In the event that repair and restoration is performed following the termination this Agreement, the Licensee's indemnity and

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

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

Licensors: Town of Yacolt
P.O. Box 160
Yacolt, WA 98675

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

Licensee: KWRL Babe Ruth
38706 NW 14th Ave.
Woodland, WA 98674

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

13. Indemnification.

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

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

13.2 Licensors's Obligation. Licensors shall indemnify, defend, and hold harmless Licensee, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Licensors, its officers, agents, partners or employees.

14. Insurance. The Town of Yacolt agrees that it is responsible for its own insurance coverage with respect to claims or losses as a result of the Town's actions and events on the Property and/or the Town's use of the Property. The insurance required by Licensee under this Paragraph is to provide coverage for the obligations or actions of the Licensee and/or its agents, guests and invitees, as described in this Agreement. Licensee, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as described below. KWRL shall provide a certificate of insurance for all liabilities prior to the beginning of each year's activities.

14.1 General Liability Insurance, (contractual liability included), with minimum limits of \$1,000,000 per each occurrence, with a general aggregate of coverage of \$2,000,000.00, with such coverage to be described on an occurrence basis rather than a claims-made basis, by a carrier licensed to conduct business in the State of Washington.

14.2 Property, Fire and Extended Coverage in an amount sufficient to reimburse Licensee for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including improvements hereinafter constructed or installed.

14.3 Worker's Compensation Insurance, to the extent required by the laws of the State of Washington.

14.4 The coverages required under this Section 14 shall not limit the liability of Licensee.

14.5 The coverages referred to under Section 14.1 and 14.2 shall include Licensors as an additional insured. Upon the execution of this Agreement and with respect to all insurance renewals, Licensee shall furnish Licensors with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to Licensors of any material modification, change or cancellation of the above insurance coverages.

14.6 Waiver of Subrogation. The Licensee hereby waives any right of recovery against the Licensors as a result of loss or damage to the property of either Licensee or Licensors when such loss or damage arises out of an Act of God or any of the property perils insurable under extended coverage, whether or not such peril has been insured, self-insured, or non-insured.

15. Lien Free Condition. Licensee shall not cause or permit any liens to be placed against the Property as a result of Licensee's exercise of rights under this Agreement. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed.

16. **Additional Rules.** The Yacolt Town Council may by resolution adopt additional rules and regulations for KWRL's use of the Property for any reason that the Council considers appropriate, including an effort to minimize strain upon Town services. Such additional rules and regulations shall become effective sixty (60) days after written notice to KWRL.
17. **Nondiscrimination of Services and Employment.** KWRL covenants and agrees that in all matters pertaining to the performance of this Agreement, KWRL shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons with respect to race, color, national origin, religion, gender, age, marital status, or disability, including compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to the establishment of any nondiscriminatory requirements in hiring and employment practices.
18. **Corrective Legal Description Allowed.** The Parties agree that this Agreement may be re-executed in order to provide any corrective legal description of the Property so that the intent of the Parties is given full effect.

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

Town of Yacolt
"Yacolt" or "Licensor"

KWRL Babe Ruth
"KWRL" or "Licensee"

Vince Myers, Mayor

Will Block, President

Attest:

Katie Younce, Assistant Clerk

Buck Harris, Secretary

Approved as to Form:

David W. Ridenour, Town Attorney

Exhibit A to License Agreement

LEGAL DESCRIPTION

PARCEL I

A PARCEL OF PROPERTY LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, (NW 1/4, SW 1/4), IN SECTION 35, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A SURVEY CAP, MARKED "MINISTER 12563" BEING THE NORTHWEST CORNER OF TRACT #1, AS SHOWN AND RECORDED IN THE OFFICE OF THE CLARK COUNTY AUDITOR, IN BOOK 17 OF SURVEYS, PAGE 147; THENCE SOUTH 88°34'00" EAST ALONG THE NORTHERLY LINE OF SAID TRACT #1 AND THE SOUTHERLY LINE OF THAT TRACT OF LAND CONVEYED TO HENRY J. & DONNA J. FALANDER AND RECORDED UNDER CLARK COUNTY AUDITOR'S FILE NO. (AFN) 8303030147, A DISTANCE OF 151.50 FEET TO A SURVEY CAP MARKED "GIBBS & OLSON, WILLIAMS 34147" AND THE POINT OF BEGINNING OF THIS ADJUSTED LINE: THENCE NORTH 55°54'57" WEST A DISTANCE OF 426.88 FEET, TO A SURVEY CAP MARKED "GIBBS & OLSON, WILLIAMS 34147"; THENCE NORTH 61°21'49" WEST TO THE EASTERLY MARGIN OF COUNTY ROAD NO. 16 AND THE TERMINUS OF SAID ADJUSTED LINE, LINE IS MARKED BY A SURVEY CAP MARKED "GIBBS & OLSON, WILLIAMS 34147" AT 44.74 FEET;

AND LYING WITHIN THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE IN THE COUNTY OF CLARK, STATE OF WASHINGTON:

ALL THAT PROPERTY LYING NORTH OF THAT WELL SITE ACCESS ROAD RIGHT OF WAY DEED TO CLARK COUNTY FROM CHELATCHIE PRAIRIE RAILROAD, INC., AS RECORDED BY CLARK COUNTY AUDITOR, RECORDING NUMBER 8411010013, THAT LIES WITHIN THAT 400 FOOT WIDE RAILROAD RIGHT OF WAY DEED TO CLARK COUNTY FROM CHELATCHIE PRAIRIE RAILROAD, INC., AS RECORDED BY CLARK COUNTY AUDITOR, RECORDING NUMBER 8611140169, FURTHER IDENTIFIED AS TRACT 91, ALL WHICH LIES WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON.

PARCEL II

A TRACT OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT 6THE SOUTHWEST CORNER OF SAID SECTION 35: THENCE NORTH 00°31'06" WEST, ALONG THE WEST LINE OF SAID SECTION 35, FOR A DISTANCE OF 1183.24 FEET; THENCE SOUTH 89°58'30" EAST, FOR A DISTANCE OF 39.75 FEET, TO A POINT ON THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF NORTH AMBOY AVENUE AND THE SOUTH LINE OF NORTHEAST CHRISTY STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89°58'30" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST CHRISTY STREET, FOR A DISTANCE OF 416.55 FEET, TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO CLARK COUNTY, BY DEED RECORDED IN AUDITOR'S FILE NUMBER 8611140169, RECORDS OD CLARK COUNTY, WASHINGTON;

THENCE SOUTH 24°27'52" EAST, ALONG SAID EAST LINE, FOR A DISTANCE OF 87.91 FEET; THENCE NORTH 89°58'30" WEST, FOR A DISTANCE OF 439.54 FEET, TO A POINT ON THE EAST LINE OF LOT 1 OS THAT CERTAIN SHORT PLAT RECORDED IN BOOK 3 OF SHORT

PLATS, AT PAGE 285, RECORDS OF CLARK COUNTY, WASHINGTON;

THENCE NORTH 24°27'52" WEST, ALONG SAID EAST LINE OF LOT 1, FOR A DISTANCE OF 35.24 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTH AMBOY AVENUE;

THENCE NORTH 01°31'13" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 47.94 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL III

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 OF SW1/4), AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW 1/4 OF SW 1/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP FIVE (5) NORTH, RANGE THREE (3), EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (NW 1/4 OF SW 1/4) 737.5 FEET EAST OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 200 FEET; THENCE WEST TO THE EASTERLY BOUNDARY LINE OF THE NORTHERN PACIFIC RAILWAY COMPANY'S RIGHT-OF-WAY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY BOUNDARY LINE TO A POINT WHICH IS 150 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE EAST TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 150 FEET TO THE POINT OF BEGINNING.

PARCEL IV

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 737.50 FEET SOUTH 88°34'00" EAST OF THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTH 01°26'00" WEST 150.00 FEET TO THE SOUTHEAST CORNER OF THAT TRACT CONVEYED TO THE TOWN OF YACOLT BY DEED RECORDED UNDER AUDITOR'S FILE NO. D 73204;

THENCE SOUTH 88°34'00" EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, 586.62 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE NORTH 00°49'40" EAST ALONG SAID EAST LINE 350.02 FEET TO A POINT;

THENCE NORTH 88°34'00" WEST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION, 582.92 FEET TO THE NORTHEAST CORNER OF SAID TOWN OF YACOLT TRACT;

THENCE SOUTH 01°26'00" WEST ALONG THE EAST LINE OF SAID TOWN OF YACOLT TRACT 200.00 FEET TO THE POINT OF BEGINNING.

TOWN OF YACOLT

Request for Council Action



Proposed Meeting Date: 6/18/2018

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION

Name: Elwood Holdings, LLC

Group Name: Elwood Short Plat

Address: SE Corner of Amboy Ave & W Christy St

Phone: [Click here to enter text.](#)

Email address: [Click here to enter text.](#)

Alternate Phone: [Click here to enter text.](#)

ITEM TITLE:

Action Requested of Council: Review and approve conditional use permit to build 3 residential homes in General Commercial zoned lot.

Proposed Motion:

I move to approve the conditional use permit for Elwood Short Plat to build 3 homes in the General Zoned commercial lot.

Summary/background:

Staff Contact(s): [Click here to enter text.](#)

202 W. Cushman ST P. O. Box 160
Yacolt, WA 98675
(360) 686-3922 FAX (360) 686-3853
Townofyacolt.com



Conditional Use Application

First Name(s): Roger Last Name: Foley
Mailing Address: P.O. Box 99 City, State, Zip: Yacolt WA 98675
Phone Number(s): 360-901-0056 Project Address: Elwood Street Plat
Legal Description: _____

REASON FOR CONDITIONAL USE REQUEST: _____

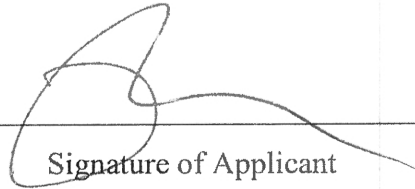
we want to build 3 Residential Homes

BUSINESS PLAN:

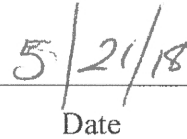
Name of Business: Elwood Holdings LLC
Owners of Business: Roger S. Foley
Type of Business: Retail Sales Service Other
Type of Merchandise: _____
Type of Service: _____
Hours of Operation: _____
Number of Employees: _____
Off street Parking Plan: _____
Size of Structure to be used for Business: _____
New Structure: _____ Existing Structure: _____
Signage Plan: _____
Exterior Lighting Plan: _____
Environmental Hazards: _____
Other Comments: Building 3 Residential Homes

There is a Non-refundable filing fee of \$250.00 due at time of application.

This information provided for this document is truthful and accurate to the best of my knowledge. I understand that this statement is null and void if any of the above information is not supplied or is inaccurate.



Signature of Applicant



Date

OFFICE USE ONLY

DATE APPLICATION RECEIVED: _____

FILING FEE: _____

APPROVED: _____

DISAPPROVED: _____

TO BE REVIEWED IN: 1 YEAR 3 YEARS 5 YEARS 10YEARS 20YEARS 25YEARS

CONDITIONS OF APPROVAL: _____



TOWN OF YACOLT

Request for Council Action

Proposed Meeting Date: 6/18/2018

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION

Name: Elwood Holdings, LLC

Group Name: Elwood Short Plat

Address: SE corner of Amboy Ave and W Christy St

Phone: [Click here to enter text.](#)

Email address: [Click here to enter text.](#)

Alternate Phone: [Click here to enter text.](#)

ITEM TITLE:

Action Requested of Council: Review and approve short plat application for 3 residential homes.

Proposed Motion:

I move to approve the short plat application with listed conditions for Elwood Holdings to build 3 homes in the General Zoned commercial lot.

Summary/background:

Staff Contact(s): [Click here to enter text.](#)

TOWN OF YACOLT

Request for Council Action



Proposed Meeting Date: 6/18/2018

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION

Name: Jolma Engineering

Group Name: Nyland Homes

Address: 201 E Jones ST Parcel #065180-000

Phone: [Click here to enter text.](#)

Email address: [Click here to enter text.](#)

Alternate Phone: [Click here to enter text.](#)

ITEM TITLE:

Action Requested of Council: Review and approve with listed conditions short plat application.

Proposed Motion:

I move to approve the short plat application with listed conditions for Nyland Homes at 201 E Jones St Parcel #065180-000

Summary/background:

Staff Contact(s): [Click here to enter text.](#)



Town of Yacolt

Request for Council Action

Topic: 6-Year Transportation Improvement Plan

Proposed Meeting Date: Monday, June 18, 2018

Contact Information for Person/Group/Department Requesting Council Action:

Requester's Name	Staff
Group Name, (if applicable)	Staff
Address	
Daytime Phone	
E-Mail Address	

Action Requested of Council:

Adopt the Town's 6-Year Transportation Improvement Plan for years 2019-2014.

Proposed Motion, (if applicable):

"I move that the Council pass Resolution #569 and adopt the 6-Year Transportation Improvement Plan as presented by staff without change."

(Alternately, the Motion for adoption could be made with the Council's specified changes and additions.)

Summary / Background:

RCW 35.77 requires that all cities and towns create perpetual six-year plans for proposed transportation improvements. Yacolt is required to update its six-year plan annually before July 1st of each year. Staff has prepared a revised six-year plan for years 2019-2024 for the Council's review. The Council will hold a public hearing on the proposed new plan at this meeting. Following that public hearing, the Council may revise and/or adopt the six-year plan as presented. The plan must be filed with the Secretary of Transportation within 30 days of its adoption.

Other noteworthy elements of the statute are listed below:

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

Governing Legislation:

RCW 35.77.

Budget/Finance Impacts:

Budget impacts (projected revenue sources and expenses) are described in the Six-Year Transportation Plan documents. Costs for projects would be funded through state grants or allocations, traffic impact fees collected by the Town, general revenues of the Town allocated to street and transportation projects, and developer-required improvements, as applicable. The Plan itself, however, does not obligate the Town to any particular expenditure or project.

Attachments:

Proposed Resolution #569 for Adoption of the 6-Year Transportation Improvement Plan, with Yacolt's proposed 6-Year Transportation Improvement Plan for 2019-2014 attached as Exhibit A.

Staff Contact(s):

Dawn Salisbury, Town Clerk; Bill Roberts, Public Works Director; Devin Jackson, Town Engineer; Katie Younce, Assistant Clerk; David Ridenour, Town Attorney.

Proposed - 6-18-18 Council Meeting

Resolution #569

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,
WASHINGTON, ADOPTING THE TOWN'S REVISED COMPREHENSIVE SIX-
YEAR TRANSPORTATION IMPROVEMENT PROGRAM FOR 2019-2024, 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 Program, 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 Program 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, the Yacolt Town Council reviewed the Town's Six-Year Transportation Improvement Plans for 2014 and 2017 at a public meeting held on June 4, 2018, at which the Town's staff presented information to the public about the transportation planning process;

Whereas, notice of the time and place for a public hearing on the revised and extended plan was published in the Town's official newspaper on June 6, 2018, with said public hearing being scheduled for June 18, 2018, during a regular public meeting of the Town Council;

Whereas, the scheduled public hearing was held on June 18, 2018, 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; and,
- 4). 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 18th day of June, 2018, 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 Program for 2019-2024, attached hereto as Exhibit "A", is hereby adopted as the current transportation improvement program for the Town of Yacolt.

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 Program for 2019-2024), 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;
- 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 #569

The Town Council of the Town of Yacolt adopted Resolution #569 at its regularly scheduled Town Council meeting held on June 18, 2018. 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 Program for 2019-2024, and Repealing All Conflicting Ordinances and Resolutions".

The effective date of the Resolution is June 18, 2018. 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 _____ day of _____, 2018.
Yacolt Town Clerk.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 18th day of June, 2018.

TOWN OF YACOLT

Proposed - 6-18-18 Council Meeting

Vince Myers, Mayor

Attest:

Dawn Salisbury, 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 #569 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 Program for 2019-2024, and Repealing All Conflicting Ordinances and Resolutions" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Proposed - 6-18-18 Council Meeting

Dawn Salisbury, Town Clerk

Published: _____
Effective Date: June 18, 2018
Resolution Number: **569**

Town of Yacolt, Clark County, Washington

Comprehensive Six-Year Transportation Improvement Plan for 2019-2024

Public Hearing: June 18, 2018

Adopted June 18, 2018: Resolution #569

Project Description	Priority	Financing	2019	2020	2021	2022
General Planning Evaluation						
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.	2	State Funds: \$20,000 Local Funds: \$25,000 Total Funds: \$45,000	\$ 45,000	\$ -	\$ -	\$ -
Johnson Avenue						
W. Yacolt Road to W. Humphrey St. New pavement, curbs, sidewalks & drainage	3	Fed. Funds: \$411,000 (CDBG) Local Funds: \$30,000 Total Funds: \$441,000	\$ 441,000	\$ -	\$ -	\$ -
W. Humphrey St.						
S. Railroad Ave. to W. Town Limits New pavement, curbs, and drainage	5	State Funds: \$888,000 Local Funds: \$157,000 Total Funds: \$1,045,000	\$ 1,045,000	\$ -	\$ -	\$ -
South Hubbard						
E. Jones to E. Hoag St. Pavement preservation	2	State Funds: \$10,000 Local Funds: Total Funds: \$10,000	\$ -	\$ 10,000	\$ -	\$ -
E. Farrer Street						
N. Hubbard to N. Pine Ave. Pavement preservation	5	State Funds: \$10,000 Local Funds: \$0 Total Funds: \$10,000	\$ -	\$ 10,000	\$ -	\$ -
E. Humphrey Street						
S. Williams Ave. to S. Hubbard Ave. New pavement, curbs, sidewalks and drainage	5	State Funds: \$180,000 Local Funds: \$0 Total Funds: \$180,000	\$ -	\$ 180,000	\$ -	\$ -
N. Amboy Road						
W. Jones St. to W. Yacolt Road New pavement, curbs, sidewalks and drainage	5	Fed. Funds: \$300,000 (CDBG) Local Funds: \$30,000 Total Funds: \$330,000	\$ -	\$ 330,000	\$ -	\$ -

Project Description	Priority	Financing	2019	2020	2021	2022
N. Hubbard Road E. Yacolt Rd. to N. Dead End Pavement preservation	5	Local Funds: \$15,000 Total Funds: \$15,000	\$ -	\$ 15,000	\$ -	\$ -
N. Pine Street E. Yacolt Rd. to Dead End Pavement preservation	5	State Funds: \$15,000 Local Funds: \$0 Total Funds: \$15,000	\$ -	\$ 15,000	\$ -	\$ -
Ranck Avenue W. Cushman St. to W. Wilson St. New pavement, curbs & drainage	5	State Funds: \$400,000 Local Funds: \$0 Total Funds: \$400,000	\$ -	\$ 400,000	\$ -	\$ -
W. Christy Street N. Amboy Road to Dead End at Park New pavement and sidewalks	5	State Funds: \$85,000 Local Funds: \$5,000 Total Funds: \$90,000	\$ -	\$ 90,000	\$ -	\$ -
E. Valley Road S. Hubbard to Dead End Pavement preservation	6	State Funds: \$9,000 Local Funds: \$1,000 Total Funds: \$10,000	\$ -	\$ 10,000	\$ -	\$ -
E. Wilson S. Hubbard to Dead End Pavement preservation	6	State Funds: \$9,000 Local Funds: \$3,000 Total Funds: \$12,000	\$ -	\$ 12,000	\$ -	\$ -
N. Cedar Avenue E. Yacolt Road to Dead End Pavement preservation	6	State Funds: \$16,000 Local Funds: \$0 Total Funds: \$16,000	\$ -	\$ 16,000	\$ -	\$ -
N. Pine Avenue E. Jones to Dead End Curbs, sidewalks, drainage	6	State Funds: \$105,000 Local Funds: \$0 Total Funds: \$105,000	\$ -	\$ 105,000	\$ -	\$ -
S. Williams E. Jones St. to E. Humphrey St. New pavement, sidewalks, curbs & drainage	5	Fed. Funds: \$100,000 (CDBG) State Funds: \$10,000 Total Funds: \$110,000	\$ -	\$ -	\$ 110,000	\$ -
W. Wilson Street S. Railroad Avenue to Dead End New pavement and curbs	5	State Funds: \$550,000 Local Funds: \$97,000 Total Funds: \$647,000	\$ -	\$ -	\$ 647,000	\$ -
W. Jones Street W. Town Limits to Railroad Avenue Pavement preservation	6	Local Funds: \$25,000 Total Funds: \$25,000	\$ -	\$ -	\$ 25,000	\$ -
Blackmore Avenue W. Humphrey St. to W. Jones Pavement preservation	6	State Funds: \$9,000 Total Funds: \$9,000	\$ -	\$ -	\$ 9,000	\$ -

Project Description	Priority	Financing	2019	2020	2021	2022
W. Christy Street N. Amboy Road to Dead End Pavement preservation	6	State Funds: \$12,000 Local Funds: \$0 Total Funds: \$12,000	\$ -	\$ -	\$ 12,000	\$ -
Railroad Avenue - Preservation Yacolt Road to Hoag Road Pavement preservation	1	Local Funds: \$25,000 State Funds: \$225,000 Total Funds: \$250,000	\$ -	\$ -	\$ -	\$ 250,000
W. Bumpski Street S. Parcel to Dead End New pavement, sidewalks, curbs and drainage	5	Fed. Funds: \$105,000 (CDBG) State Funds: \$19,000 Total Funds: \$124,000	\$ -	\$ -	\$ -	\$ 124,000
W. Hoag Street S. Railroad Ave. to Dead End New pavement, curbs and drainage	5	State Funds: \$531,000 (CDBG) Local Funds: \$94,000 Total Funds: \$625,000	\$ -	\$ -	\$ -	\$ 625,000
Parcel Ave. #1 W. Yacolt Rd. to W. Humphrey St. New pavement, curbs and widening	1	State Funds: \$600,000 TIB Local Funds: \$100,000 Total Funds: \$700,000	\$ -	\$ -	\$ -	\$ -
Parcel Ave. #2 W. Humphrey St. to South Town Limits New pavement	1	Fed. Funds: \$600,000 (CDBG) Local Funds: \$43,000 Total Funds: \$643,000	\$ -	\$ -	\$ -	\$ -
East Yacolt Road N. Railroad Ave. to E. Town Limits New pavement, curbs and drainage	2	State Funds: \$400,000 (RSTP) Local Funds: \$6,000 Total Funds: \$406,000	\$ -	\$ -	\$ -	\$ -