



Town of Yacolt
202 W. Cushman St. P O Box 160
Yacolt, WA 98675
(360) 686-3922 FAX: (360) 686-3853
www.townofyacolt.com

January 02, 2018
Town Council Agenda
Town Hall 7:00 PM

- 1. Call to Order**
- 2. Flag Salute**
- 3. Roll Call**
- 4. Late Changes to the Agenda**
- 5. Minutes of Previous Meeting**
 - A. December 18, 2017 Council meeting minutes**
- 6. 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.**
- 7. Old Business:**
- 8. New Business:**
 - A. Request for variance for 101 and 103 W. Jones Street setback and lot size**
 - B. Separation Agreement and General Release**
 - C. Use of Town Logo**
 - D. Interlocal Agreement with Clark County for Community Planning Services**
 - E. County Health Department Review of Town Septic Regulation**
- 9. Mayor's Comments**
- 10. Attorney's Comments**
- 11. Council's Comments**
- 12. Public Works Dept. Report**
- 13. Town Clerks Report**
- 14. Pay Bills on behalf of the Town**
- 15. Adjourn**

The Town of Yacolt is celebrating 109 Year.... '1908 - 2017'!!!

TOWN OF YACOLT
202 W. Cushman
Yacolt, WA 98675

December 18, 2017
Town Council Meeting Minutes

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 Moseley, Noble, Boget, Hancock and Rowe-Tice.

Public Works Director Ross, Town Attorney Ridenour, Customer Service Clerk Younce and Ms. Kammer.

4. Minutes of Previous Meeting

- A. Draft Meeting Minutes for 12/4/2017**
MOTION: Council member Rowe-Tice moved to approve the minutes as presented.
SECOND: Council member Hancock.
VOTE: Motion carried.
- B. Draft Minutes for Meeting on 12/11/2017**
Minutes to be amended to show correct times.
MOTION: Council member Boget moved to approve the minutes as amended.
SECOND: Council member Rowe-Tice.
VOTE: Motion carried.

5. Late Changes to the Agenda

No late changes to the agenda.

Council member Noble asked for clarification regarding building permits and ordinances.

Public Works Director Ross presented clarifying information.

Council member Noble thanked the Public Works staff for their efforts.

6. 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.

Tami Bryant Thanked Council member Hancock for his service to the town.

North County Little League representative Les Clifton Presented updated information and costs for netting and poles for approximately \$8,900. Liability issues were discussed.

7. **Old Business:**

8. **New Business:**

A. **Emergency Mutual Aid Assistance Agreement with the City of Battle Ground**
Council discussed with Attorney concerns regarding the agreement. Council consensus was to conditionally approve the agreement with a Resolution to be brought to council at the January 2, 2018 meeting.
MOTION: Council member Rowe-Tice moved to conditionally approve the Emergency Mutual Aid Assistance Agreement with the City of Battle Ground.
SECOND: Council member Boget.
VOTE: Motion carried.

B. **Municipal Services Discussion - Interlocal Agreements**
Council discussed options of recruiting and hiring a Town Clerk or entering into an interlocal agreement to provide certain services. Mayor Myers to contact City of Battle Ground City Manager Jeff Swanson to set up a meeting to discuss options.

9. **Mayor's Comments**

Mayor Myers wished everyone a Merry Christmas and Happy New Year, thanked Council member Hancock for his service and announced the two newly elected council members will take their oath of office after the meeting.

10. **Attorney's Comments**

Thanked Council member Hancock for his service to the Town.

11. **Council's Comments**

Thanked Council member Hancock for his service.

12. **Public Works Dept. Report**

No official report.

13. **Town Clerks Report**

No official report.

14. Pay Bills on behalf of the Town

MOTION: Council member Boget moved to approve the payment of bills as presented, Check No. 16402 through #16412, in the amount of \$14,412.74.

SECOND: Council member Noble. VOTE: Motion carried.

15. Adjourn

Mayor Myers adjourned the meeting at 7:40 p.m.

Mayor Vince Myers

Katie Younce, Service Clerk

The Town of Yacolt is celebrating 109 Year.... '1908 - 2017'!!!



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 02, 2018 Agenda Item:

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

Requester's Name Roger Foley

Group Name (if applicable)

Address

Daytime Phone 360-901-0056

Alternate Phone

E-Mail Address

Item Title:

Request for variance for 101 and 103 W. Jones Street setback and lot size

Action Requested of Council:

Approve a variance for lot sizes and setbacks for 101 and 103 W. Jones Street

Proposed Motion:

Summary / Background:

A stop work order was issued when it was determined that the lot sizes were less than the minimum required.

Governing Legislation:

Yacolt Municipal Code 18.25

Budget/Finance Impacts:

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Bill Ross, Public Works Director



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 02, 2018 Agenda Item:

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

Requester's Name	Mayor Vince Myers
Group Name (if applicable)	Yacolt Town Council
Address	Yacolt Town Hall
Daytime Phone	
Alternate Phone	
E-Mail Address	

Item Title:

Separation Agreement and General Release

Action Requested of Council:

Approval of the Separation Agreement and General Release

Proposed Motion:

Move to approve the Separation Agreement and General Release between Cindy Marbut and the Town of Yacolt

Summary / Background:

Governing Legislation:

Budget/Finance Impacts:

Approximately \$12,000. May be budget neutral depending on timing for recruitment or other options explored for contracting municipal services.

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Mayor Vince Myers and Town Attorney David Ridenour



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 02, 2018 Agenda Item:

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

Requester's Name Terry Gardner

Group Name (if applicable) Public Works

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Use of Town Logo

Action Requested of Council:

Approve use of the town logo on cups

Proposed Motion:

Move to authorize staff to place town logo on cups

Summary / Background:

Governing Legislation:

Budget/Finance Impacts:

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Staff Contact(s):

Terry Gardner



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 02, 2018 Agenda Item:

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

Requester's Name Mayor Vince Myers

Group Name (if applicable) Town Council

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Interlocal Agreement with Clark County for Community Planning Services

Action Requested of Council:

Proposed Motion:

Summary / Background:

The Town of Yacolt entered into an Interlocal Agreement with Clark County's Community Planning Department on April 3, 2017. The agreement provides that Clark County will update the Town's regulations and critical areas ordinances so that they are compliant with the Growth Management Act and statutory requirements.

Governing Legislation:

Budget/Finance Impacts:

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Interlocal Agreement
Amendment 1

Staff Contact(s):

Town Attorney David Ridenour

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE TOWN OF YACOLT**

**CLARK COUNTY COMMUNITY PLANNING SERVICES FOR
THE TOWN OF YACOLT**

RECEIVED
APR 27 2017
BY: _____

I. INTRODUCTION

This Interlocal Agreement (Agreement) is entered into between the Town of Yacolt (Yacolt) and Clark County (County).

II. BACKGROUND

Yacolt recognizes its responsibility under WAC 365-196-500 to adopt internally consistent development regulations that implement its Comprehensive Growth Management Plan (Plan). In 2013, Yacolt updated its Plan, and must also update its development regulations to be consistent with the Plan and to ensure compliance with the requirements of RCW 36.70A.130 of the Growth Management Act (GMA). Yacolt seeks services from Clark County through the Clark County Department of Community Planning to provide assistance in updating Yacolt's development regulations.

Clark County Community Planning is willing and able to provide planning services to assist Yacolt in achieving consistency between Yacolt's development regulations and Plan, and to assist Yacolt in ensuring that Yacolt's development regulations comply with the provisions of RCW 36.70A.130 that concern critical areas.

III. PURPOSE

The purpose of this Agreement is to establish the terms by which Clark County Community Planning will provide certain planning services to Yacolt, and Yacolt will compensate Clark County Community Planning for the services provided. Clark County and Yacolt agree upon the following:

IV. SCOPE OF WORK

A. Clark County Community Planning will provide the following services to Yacolt:

1. Draft Amendments to Development Regulations:
 - a. Update Yacolt's development and zoning regulations, (Ordinance #371 as amended), to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA.
 - b. Delete MH from Ordinance 371 Section 6: Manufacturing Districts (ML, MH) to insure consistency with the updated Plan.

2. Update Yacolt's Critical Lands Ordinance #440, as amended, to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA, with respect to the protection of resource lands and critical areas.
3. SEPA. Conduct an environmental review of the impacts of the proposed amendments to the development regulations, in accordance with Washington State Environmental Policy Act (SEPA) requirements.
4. Public Proceedings.
 - a. Provide the Yacolt Council with staff support during various decision points in the planning process.
 - b. Provide staff support during public workshops, meetings and hearings pertaining to the development regulations.
5. No Responsibility for Other Planning Work. Except as explicitly set forth in this Agreement, Clark County Community Planning shall not be responsible for processing applications for development permits, rezones, or Plan amendments received by Yacolt during the term of this Agreement.
6. Staffing. Clark County Community Planning shall assign staff to the project and will not substitute staff without the permission of Yacolt, which will not be unreasonably withheld.

B. Yacolt Responsibilities and Conditions:

1. Elected and appointed officials will conduct public workshops, meetings and hearings on the development regulation update. They will also participate in public involvement meetings, as appropriate.
2. In compliance with GMA, publish all notices of workshops, meetings and hearings on the development regulations, as well as notices of planning decisions or other actions pertaining to the development regulations.
3. Formally submit planning documents to the Washington Department of Commerce and other state agencies with jurisdiction or interest in the development regulations, in accordance with RCW 36.70A.106.
4. Consider the development regulations and implementing ordinances for adoption.
5. Elected and appointed officials will be available to Clark County Community Planning staff to provide input on their desires for the substance of the development regulations.
6. Issue all press releases and be the lead for all public communication regarding development regulations and ordinance status and substance.

Clark County Community Planning may respond with the permission of Yacolt project contact or mayor.

C. Project Milestones

Timeline and Budget: Yacolt Development Code.

Tasks	Description	Start Date	End Date	STAFF				Budget
				Gary Albrecht	Brent Davis	County Support Staff	Oliver Orjiako	
Goal	Update Development regulations to reflect Yacolt's Plan.							
1. TASK 1	Facilitate Yacolt's review of the as amended Ordinance 371 and 440			10.0		2.00	1.00	\$903
	TASK 1 SUBTOTAL			10.0		2.00	1.00	\$903
Deliverable	Provide Summary Report	1-Apr-17	4/31/2017					
2. TASK 2	Review as amended zoning code (Ord. 371)			2.0		0.50	0.50	\$238
3. TASK 3	Review as amended critical areas code (Ord. 440)			80.0	10.0	2.50	1.00	\$5,365
4. TASK 4	Committee Review			20.0		2.00	1.00	\$1,366
	TASK 2-4 SUBTOTAL			102.0	10.0	5.00	2.50	\$6,968
Deliverable	Provide summary of proposed changes	3-May-17	5-Jun-2017					
5. Town Council Review								
a.	Presentation of the first draft			3.0		1.00	0.50	\$359
	TASK 5 SUBTOTAL			3.0		1.00	0.50	\$359
6. OPEN HOUSE								
a.	Public presentations- Open Houses			3.0		1.00	0.50	\$359
	TASK 6 SUBTOTAL			3.0		3.00	1.50	\$799
	Task 5-6 SUBTOTAL							\$1,158
Deliverable	Adoption Process	8-Jun-17	6-Jul-17					
7.	Adoption Notice							
a.	Submit SEPA			2.0		1.00	0.50	\$313
b.	Submit Commerce 60-day Notice			2.0		1.00	0.50	\$313
	TASK 7 SUBTOTAL			4.0		2.00	1.00	\$625
8. Town Council Review								
a.	Public input presentation			3.0		1.00	0.75	\$394
b.	Adoption presentation			3.0		1.00	0.75	\$394
	TASK 8 SUBTOTAL			6.0		2.00	1.50	\$788
	Adoption Process SUBTOTAL							\$1,413
	Project Management (4 hours/month/5 months)			20.0		2.50	1.00	\$1,441
	Travel reimbursements - 22 person visits @ \$250/person (includes mileage, and meals)							\$5,500
TOTAL				148.0	10.0	17.50	9.00	\$17,382.72

D. Contacts for the Parties. Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

For Clark County:

Oliver Orjiako, Community Planning Director
P.O. Box 9810
Vancouver, WA 98666-9810;
Oliver.orjiako@clark.wa.gov
360-397-2280 x4112

For Town of Yacolt:

Pete Roberts, Public Works Director
P.O. Box 160
Yacolt, WA 98675;
Pete.roberts@townofyacolt.com
360-686-3922

The name and address to which notices shall be directed may be changed by a Party by giving the other Parties notice of such change as provided in this section.

V. PERIOD OF AGREEMENT

The period of this Agreement is from March 1, 2017 to August 14, 2017, unless extended. See *Agreement Modifications*.

VI. BUDGET & PAYMENT

- A. Budgeted Work.** Work performed under this agreement will be consistent with the Scope of Work presented in Section 4 and the Budget column. The budget includes estimates the cost of staff time, materials and travel that Clark County Community Planning anticipates incurring in completing the work. The budget is divided into three parts which correspond with the two major planning projects:
1) Propose to remove Heavy Manufacturing from the zoning code Ordinance 371; 2) update Ordinance 440 using Best Available Science; WAC 365-195-900; and 3) staff support to the Yacolt Council during development regulation adoption process.
- B. Invoice and Payment Schedule.** Each quarter Clark County Community Planning will submit to the Yacolt an invoice for services and expenses for the previous quarter, with a brief report on the services rendered that quarter. Yacolt will pay Clark County Community Planning within 30 days of receiving an appropriate invoice for services and expenses.
- C. Limitation on Payments.** Total payments to Clark County Community Planning will not exceed \$17,383.72 and may be less than the budget established for the project, depending upon the amount of work performed.

VII. AGREEMENT MODIFICATIONS

This Agreement and budget may be modified only by written amendments that are approved and signed by both parties.

VIII. AGREEMENT TERMINATION

Either party may terminate this agreement for any reason before August 14, 2017, upon 15 days written notice before the date of termination. At the time of termination, all work products become the property of Yacolt. If the agreement is terminated Yacolt is responsible for payment for duties performed by the Clark County Community Planning.

IX. PUBLIC INVOLVEMENT

Yacolt and Clark County Community Planning will jointly develop a public involvement program for the development code update.

X. RELATIONSHIP OF PARTIES

An independent contractor-client relationship is created through this Agreement. No agent, employee, representative or subcontractor of Clark County Community Planning shall be deemed an employee, agent, representative or subcontractor of Yacolt by virtue of this Agreement.

XI. INDEMNIFICATION

A. County Responsibility.

1. Clark County agrees to indemnify, defend, save and hold harmless Yacolt, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, grossly negligent, reckless, or willful deeds, in the performance of services by Clark County Community Planning pursuant to this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Yacolt retains the right to participate in said suit if any principal of public law is involved.
3. This indemnity and hold harmless shall include any claim made against Yacolt by an employee of Clark County or subcontractor or agent of Clark County, even if Clark County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, Clark County, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
4. Clark County shall not be required to indemnify or hold Yacolt harmless for any liability, claim, demand, cause of action, suit, or judgment, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with or incident to,

any decision made or action taken by Yacolt staff or officials that is listed under Yacolt Responsibilities and Conditions, Section IV.B, above, or that is contrary to advice provided by Clark County Community Planning.

B. Yacolt's Responsibility.

1. Yacolt agrees to indemnify, defend, save and hold harmless Clark County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services for Yacolt by Clark County Community Planning for the good faith professional judgments that may be found erroneous, or arising out of grossly negligent, reckless, or willful deeds of Yacolt, in the performance of its obligations under this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Clark County retains the right to participate in said suit if any principal of public law is involved.

XII. ASSIGNMENT. Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.

XIII. INTERLOCAL COOPERATION ACT COMPLIANCE. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.

A. Duration of Agreement. The duration of this Agreement is as set forth in Section V, above.

B. No Separate Entity; Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Agreement. Administration of this Agreement will be the joint responsibility of the Parties hereto, each only for its actions hereunder.

C. Purpose of Agreement. The purpose of this Agreement is as set forth in Section III, above.

D. Manner of Financing. The budget and scope of work pursuant to this Agreement are set forth in Sections IV.C and VI, above. Yacolt has provided for the payment for services to be provided under this Agreement through its annual budget process for 2017, with the source of payment to be Yacolt's general operating fund.

E. No Real Property. No real property will be acquired, held, used, or disposed of in connection with this Agreement. All work product and deliverables produced pursuant to this Agreement will become the property of Yacolt. All other property

used pursuant to this Agreement will remain the property of the jurisdiction that acquired them.

F. Termination of Agreement. Termination of this Agreement will occur at August 14, 2017 or in accordance with Section VIII, above.

G. Document Execution and Filing. The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each Party. Upon execution by the Parties, each signed original shall constitute an Agreement binding upon the Parties. One executed original of this Agreement shall be either recorded with the Clark County Auditor or posted on each Party's web site as authorized by RCW 39.34.040.

Dated this 3rd day of April, 2017.

CLARK COUNTY
BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: [Signature]
Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring, Councilor

Date: April 11, 2017

Approved as to form only:
Anthony F. Golik, Clark County Prosecutor

By: [Signature]
Christine Cook, Senior Deputy Prosecuting Attorney

TOWN OF YACOLT

By: [Signature]
Jeff Carothers, Mayor

Date: 4-3-17

Approved as to form only:

By: _____
David W. Ridenour, Town Attorney

Date: _____



After recording mail to:

David W. Ridenour
4001 Main Street, Suite 306
Vancouver, WA 98663
(360) 906-1556

5443324 AMD 09/18/2017 12:56
Total Pages: 3 Rec Fee: \$76.00
DAVID W RIDENOUR
Recorded in Clark County, WA

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN CLARK
COUNTY AND THE TOWN OF YACOLT**

GRANTOR: The Town of Yacolt, a Washington municipal corporation.

GRANTEE: Public.

SUBJECT MATTER: First Amendment to Interlocal Agreement
Between Clark County and the Town of
Yacolt

Reference: #5410052

**First Amendment to Interlocal Agreement
between
Clark County and the Town of Yacolt**

RECEIVED
CLARK COUNTY
SEP 8 2017
COMMUNITY DEVELOPMENT
ADMINISTRATION

Clark County, Washington, (County), a political subdivision of the State of Washington, and the Town of Yacolt, Washington (Yacolt), entered into a Interlocal Agreement (Agreement) on April 3, 2017 for professional long-range planning services. This amendment has an effective date of August 14, 2017.

WITNESSETH

WHEREAS the update to the development regulations has taken longer than anticipated; and

WHEREAS the additional work on the update to the development regulations is anticipated to extend beyond the original agreed upon completion date; and

WHEREAS although the contract term of the Agreement has closed, before the additional required work desired by Yacolt could be performed, the Agreement allows for amendments approved in writing by the parties;

NOW, THEREFORE, THE COUNTY AND THE TOWN HEREBY AMEND THE Agreement AS FOLLOWS:

1. Term of Agreement: The contract period is extended to February 28, 2018.
2. Agreement in Effect: The unamended provisions of the Agreement remain in full force and effect.

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CLARK COUNTY
BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: [Signature]
Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring, Councilor

Date: 8-29-17

Approved as to form only:
Anthony F. Golik, Clark County Prosecutor

By: [Signature]
Christine Cook, Senior Deputy Prosecuting
Attorney

TOWN OF YACOLT

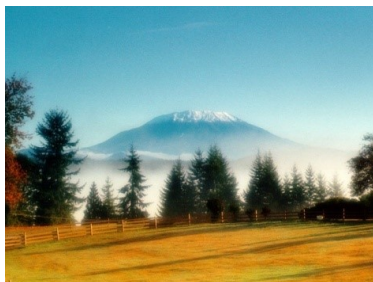
By: [Signature]
Vince Myers, Mayor

Date: 9-5-17

Approved as to form only:

By: [Signature]
David W. Ridenour, Town Attorney





Town of Yacolt

Request for Council Action

Proposed Meeting Date: Tuesday, January 02, 2018 Agenda Item:

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

Requester's Name Mayor Vince Myers

Group Name (if applicable) Town Council

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

County Health Department Review of Town Septic Regulation

Action Requested of Council:

Proposed Motion:

Summary / Background:

The County Health Department desires a review of the Town's septic regulations to ensure that Yacolt's ordinances are consistent with State law and concerns unique to Yacolt. The Health Department expects new septic systems in Yacolt to be elevated treatment systems to help control increasing nitrate levels in the Town's potable water supply. The parties intent to review and update the Town's relevant ordinances to accurately reflect the Town's understanding with the Health Department, and to provide clearer regulations for the public with respect to the development of existing lots and new developments. The Town's current regulations relating to septic systems are described in the Yacolt Municipal Code at Chapter 13.15 and Title 18.

Governing Legislation:

Budget/Finance Impacts:

Attachments, (previous ordinance, resolution, proposed ordinance, etc.):

Nitrate Memo
Existing lot size

Staff Contact(s):

Town Attorney David Ridenour



proud past, promising future

CLARK COUNTY
WASHINGTON

PUBLIC HEALTH

MEMORANDUM

TO: Oliver Orjiako
Community Planning Director

FROM: Alan Melnick, MD, MPH, CPH
Health Officer

CC: Bill Barron, County Administrator
John Wiesman, Public Health Director
Marni Storey, Deputy Director
Pete Roberts, Town of Yacolt
Steve Prather, Clark Public Utilities
Aaron Henderson, Clark County Public Health

DATE: October 26, 2012

RE: Residential Development in Yacolt

Clark County Public Health (CCPH) was recently made aware that the Town of Yacolt (Yacolt) has proposed the annexation of 37.5 acres of land from the Urban Reserve into the Urban Growth Boundary as part of the Comprehensive Plan Update for 2013. Presumably this land would be used for residential development.

In March 2011 CCPH, in coordination with the Washington State Department of Health, published a report titled *Nitrate Levels in Yacolt Basin* (attached). This report identified areas in Yacolt where nitrate levels in drinking water wells were increasing, and concluded that human impact was likely the primary cause of this contamination. The report did not distinguish if the source of contamination was lawn and garden fertilizer or on-site sewage disposal (septic) systems, however it can be reasonably assumed that future development in Yacolt could have a negative impact on nitrate levels in the drinking water supply.

Based on this data CCPH strongly recommends that prior to any new land development Yacolt and CCPH establish a plan to mitigate the impact of nitrates in the drinking water supply. This plan should, at a minimum:

- Maintain the minimum lot size requirement of 12,500 square feet;
- Require that all new development incorporate nitrogen reducing technologies for septic systems;
- Require that all repairs, replacements, or expansions of existing septic systems incorporate nitrogen reducing technologies;

- Establish a monitoring plan to track nitrate levels in Yacolt and private wells that could potentially be impacted by new or existing developments;
- Develop an outreach plan for educating property owners on the appropriate use of yard and garden fertilizers;
- Develop a nitrogen mitigation plan for existing developments.

Yacolt has for several years pursued the design and installation of a municipal sewer system that would replace the need for septic systems. Based on the cost it is unlikely that Yacolt will develop a municipal sewer system in the near future, therefore the nitrogen mitigation plan should incorporate technologies and strategies that include the use of septic systems. These technologies and strategies may include, but are not limited to, the use of low impact development techniques, nitrogen reducing technologies, and regulations on the use of residential fertilizers.

Please do not hesitate to contact Aaron Henderson, Natural Resource Protection Program Manager, at 360.397.8154 or Aaron.Henderson@clark.wa.gov if you have additional questions.

Attachment: *Nitrate Levels in Yacolt Basin* report

SOUTHWEST WASHINGTON HEALTH DISTRICT ENVIRONMENTAL HEALTH PROGRAM POLICY/PROCEDURE

SUBJECT: LOT SIZES IN THE TOWN OF YACOLT

EFFECTIVE: 12/13/94

POLICY STATEMENT: In the Town of Yacolt, lots legally created prior to 8 June 1971 are not subject to the newer Washington Administrative Code 246-272 requirement of at least 12,500 square feet. Such lots may be combined to establish acceptable building sites in accordance with this policy.

RATIONALE: To protect and promote the public health, to accommodate the reasonable and safe use of existing property and to ensure that methods of determining lot sizes are clear.

AUTHORITY: RCW 43.20.050, WAC 246-272. Clark County Resolution 58-34, Skamania County Resolution 1-67, Klickitat County Resolution 12069-1 and Rules and Regulations of the Southwest Washington District Board of Health, Southwest Washington Health District (SWHD) Policy (minimum lot sizes) dated 20 November 1979.

DEFINITIONS: Terms used in this policy shall conform with the definitions found in WAC 242-272 and SWHD Definitions Protocol:

IMPLEMENTING PROCEDURES: On-site treatment systems in Yacolt shall be permitted only when the lot complies fully with WAC 246-272, or:

1. The system is temporary, pending sewer availability and maintenance will be required per SWHD Regulation 92-01, and;
2. The permit is for the repair of an existing system and the Health District representative determines that no public health hazard will reasonably be expected to be caused, or;
3. The applicant combines two of the smaller lots, making 100x100 = 10000 sq ft (including half-width = 13,500 sq ft) or makes two lots out of three larger lots, making 75x130 = 9,750 sq ft (including half-width = 12,375 sq ft), or;
4. A waiver to setbacks is granted by the Program Supervisor or Director, allowing special conditions such as: Reductions for Gravelless Trenches, smaller (1 or 2 bedroom) homes or enhanced treatment equivalent to pressure distribution or greater.

Date Submitted: 7 DEC 94

Program Superv: Ralph F. Sweeney

Information Mgr: Thomas M. McEntee

Date Approved: 12-13-94

Division Director: Thomas M. McEntee

(WPFILES\EHS\SWEENEY\POLICY\yacolt.POL) (date) (page 1 of 1)