



Town of Yacolt

Town Council Meeting Agenda

Monday, May 09, 2022
7:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Approve Minutes of Previous Meeting(s)

- [1.](#) Draft Minutes from April 11, 2022 Council Meeting

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.](#) Hardin Property Update
- [3.](#) Alternative to National Night Out

New Business

- [4.](#) Rotate Finance Committee
- [5.](#) Library Lease Renewal
- [6.](#) Building Department Forms Update
- [7.](#) Administrative Decisions on Certain Permits
- [8.](#) 6-Year Transportation Improvement Plan Update

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 11, 2022

7:00 PM

Town Hall / Virtual / Telephonic

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Michelle Dawson, Joshua Beck, Ronald Homola, Marina Viray

Council Member Absent: Amy Boget

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

Late Changes to the Agenda

None

Approve Minutes of 3-14-22 Meeting

Motion to approve minutes from March 14th meeting

Motion: Homola 2nd: Viray

Aye: Dawson, Beck, Homola, Viray **Nay:** 0 **Absent:** Boget

Motion Carried

Citizen Communication

Shane Gialich is considering buying the vacant property on the south side of the Yacolt Rd/Amboy Rd intersection and wanted to gauge Council's opinion on whether or not he would be allowed to build an 8-plex there if he did go ahead and buy it. David Ridenour and Devin Jackson chimed in that he would need to submit a full application before his proposal could be considered.

Executive Session

Mayor Listek closed the regular meeting at 7:10 pm in order to open a 15-minute-long executive session regarding potential litigation, pursuant to RCW 42.30.110. The Mayor, Town Attorney, Town Clerk, and all Councilmembers who were present attended the session. At 7:25 pm, Mayor Listek re-opened the regular meeting.

Unfinished Business

Jorgensen 2022 Timber Harvest Public Hearing and Decision

Mayor Listek opened the Public Hearing regarding the Jorgensen Timber Harvest at 7:28 pm. Devin Jackson, Town Engineer, gave a summary of Jorgensen's planned project, which is to log off the timber from parcels #64520000, 66300000, and 64521000. There had been a SEPA Determination of Non-significance, and DNR permitted the logging. A staff biologist determined that there were no habitat threats and that the setbacks from the creek were all appropriate. Then Jerad Spogen spoke on behalf of Jorgensen Timber, saying that everything has been turned in, they have covered all their bases, and they have seen no opposition. Mayor Listek asked if anyone in the audience or on Council had any questions or comments to voice. Seeing none, she closed the Hearing at 7:37pm and re-opened the regular meeting.

Ronald Homola then moved that we allow Jorgensen Timber to harvest the timber as proposed on the three parcels.

Motion: Homola

2nd: Beck

Aye: Beck, Homola, Viray

Nay: 0

Abstain: Dawson

Absent: Boget

Motion Carried

Railroad Ave/Hoag Street Subdivision Public Hearing and Decision

Mayor Listek then opened the Public Hearing for the Proposed Railroad Ave/ Hoag Street Subdivision. First, Devin Jackson presented the Staff Report his company produced after reviewing the submittals from AKS Engineering on behalf of AHO Construction. Going through his list of conditions and recommendations, he then invited Seth Halling of AKS to speak regarding items on that list. Huston Aho then got up and asked to have the Town include an authorization for 20-foot-wide driveways on homes with 2-car garages, and 30-foot-wide driveways on homes with 3-car garages. Councilmember Beck asked who will be responsible for maintenance of the stormwater pond, and was told the Town's code gives the Town the option to maintain the pond or have a homeowners' association maintain it. Ridenour explained that a homeowners' association is designed to save the Town money. Beck asked if AHO/AKS is willing to accept all of Jackson Civil Engineering's recommendations, and Halling said they are. Councilmember Dawson expressed that she is concerned about bringing in all these new people. She fears that the crime rate will go up in proportion to the growth rate. Jackson reminded everyone that this is a legal permitted use of this land; this use satisfies the Town's code. Mayor Listek asked for more questions and/or comments. Seeing none, she closed the Public Hearing and re-opened the regular Council Meeting. Ronald Homola moved that we allow AHO Construction to subdivide the property into a 47-lot subdivision for future construction of 47 single-family homes, with the conditions set forth by our Town Engineer. (A list of the conditions agreed upon will be attached at the end of these minutes.)

Motion: Homola

2nd: Viray

Aye: Beck, Homola, Viray

Nay: 0

Abstain: Dawson

Absent: Boget

Motion Carried

NCLL Field Use Agreement Extension

Mayor Listek and Public Works Director Gardner have come up with some new stipulations for the Agreement, which address the issue of keys being lost: All locks are to be removed except those on the main in/out gates and those on the storage sheds. The league President (or his designee) will have one of only two keys to be issued, and the other key will be stored in a lockbox at the main gate. If those keys come up missing, the league will be responsible for the cost of the Town

purchasing new locks and the cost of 12 new keys to be made, plus the cost of the time it takes the Town's Public Works department to replace all the locks and keys.

In addition, the Town wanted to reiterate that no major work/changes are to be made to the ballfields without first having obtained permission from the Town.

Trevor Conder, NCLL President, said he will put the agreement with the new stipulations before his board at their meeting on Wednesday evening. Clerk Fields said she would send him the modified agreement in time for that. Mayor Listek reminded Conder that the Agreement is a non-exclusive agreement, and that they are to turn in their schedule to the Town ahead of their season. Ridenour clarified a couple of issues on the Agreement as well. Michelle Dawson moved that we approve the 10-year extension on our Field Use Agreement with NCLL, with the changes as discussed.

Motion: Dawson **2nd:** Beck

Aye: Dawson, Beck, Homola, Viray

Nay: 0

Absent: Boget

Motion Carried

Hardin Property Auction Results

Following a summary of events, Attorney Ridenour gave an update: the Probate admin will present the highest offer, which was \$115,000, in court on May 6th. She expects the court to approve the offer, then the tentative closing date on the property will be May 16th.

Spruce Ave. Short Plat Final Update

The Short Plat was recorded by the County on March 18th. There was an error made on parcel numbers/addresses, which the County correction immediately, and then Occupancy permits were issued right away. All three homes were moved into that weekend.

New Business

Recycling Presentation

Before the end of June, we will need to negotiate a new interlocal agreement for garbage and recycling service. Mollie Mangerich with Clark County Public Health gave a presentation detailing changes they are planning to implement, and the choices the Town will have regarding garbage and recycling pickup. Waste Management plans to bring out large, sturdy, rolling trash bins to everyone, replacing homeowners' own trash cans. They will still be picking up trash weekly. They also want to bring out larger rolling recycle bins, and then pick up recycling every other week. Mollie explained that if the Town chooses to go with every other week recycling, their rates for recycling would not increase. However, if the Town chooses to stay with weekly recycling pickup, their rates will increase by about \$2.50 per household. There was some opposition by residents and Council, who said it looks like Waste Management is trying to get us to subsidize their purchase of new electric vehicles. Councilmember Beck said they should simply repair or upgrade their current trucks, for a much lower cost than replacing them. No motion was made regarding renegotiating the interlocal agreement.

Extending the Town's Engineering Contract

Jackson Civil Engineering has been the Town's Engineering firm since 2017, and they are very familiar with the Town's codes, etc. Their rates have gone up slightly since last year. But it was agreed that the Town is very confident in their work, and they are right in the middle of helping us with some large projects. Beck moved that we extend our contract with Jackson Civil Engineering for another year, at their current rates.

Motion: Beck **2nd:** Viray

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Aye: Dawson, Beck, Homola, Viray
Motion Carried

Nay: 0

Absent: Boget

ARPA Funding Choice

Clerk Fields explained that she just found out about an option in the American Rescue Plan Act which she recommends the Town take advantage of: The Treasury Department just approved a new streamlined reporting option, if governments opt to claim the funds as “Lost Public Sector Revenue”. Regardless of any amounts of revenue actually lost due to Corona Virus, the Treasury is assuming each awardee has a standard loss of up to \$10 million, up to the total amount of their awarded funds. In doing so, the recipient is then able to use those funds to pay for general government services, and the reporting process is much simpler. Beck moved that we take advantage of this and claim our award as Lost Public Sector Revenue.

Motion: Beck

2nd: Dawson

Aye: Dawson, Beck, Homola, Viray

Nay: 0

Absent: Boget

Motion Carried

Alternative to National Night Out

Councilmember Homola presented what North Country EMS is planning for Saturday July 30th, in lieu of National Night Out, and said that they would like to know if the Town wants to participate in these activities as well. They plan to have the Life Flight helicopter there, and several other emergency vehicles, perhaps some police dogs, and so on. Their emphasis will be safety and health. A couple of Council members thought this sounded pretty cool, but the Mayor wasn’t so sure. It was decided to bring this back at the next meeting for discussion and a possible decision.

Town Clerk's Report

- She has already been selling vouchers for the Town CleanUp scheduled for April 23rd.
- People are also already signing up for the Town Yard Sale Map (scheduled for May 7th)
- We are ready for the Easter Egg Hunt this Saturday, but could still use some more kids’ baskets and raffle baskets.
- In addition to the 30 flower baskets the Town purchased, we had another 10 baskets donated. Big thank yous to the donors: the Rieses, Terry Gardner, the Fields family, and the Sivits family.
- During the remainder of April will be focusing a lot of time on the ARPA Funds report, which is due by April 29th.

Public Works Department Report

- Speed Bumps have been installed at the following locations: on Wilson Street, Ranck and Wilson, Blackmore and Jones, Blackmore and Humphrey, & Jones and Hubbard. Some residents are very thankful for the speedbumps, others are angry about them.
- The first phase of the cemetery road is done! The cemetery will be spiffed up for Memorial Day.
- At the ballfields, the poles on the ground have been rearranged, providing for more parking.

Attorney's Comments

FYI, recycling rates are determined by the State Utility Commission. He will check to see if there is still time for the Town to enter in comments before they set their rates for the upcoming cycle. He will

send an email to the Mayor and Council with what he finds out.

Citizen Communication

One resident asked if there's an alternative to the speed bumps. There was some discussion, and it was generally concluded that it's kind of a lose-lose situation: you simply cannot please everyone. Whether the speed bumps get placed or not, there will be complaints from both sides of the issue, so the Town may as well err on the side of safety for its residents.

Council's Comments

- Dawson – Has a surgery scheduled, so may not be at the next meeting, and won't be able to help at Town CleanUp. Thanked Fields, Gardner and the inmates for all that they do.
- Homola – reported on the NCEMS meeting he attended: the board has grown to 10 members; they have had their busiest year to date, with transports up over 14%; this past year, the calls for breathing issues and sickness outnumbered traffic accidents for the first time; they are still hoping to build a new fire station at Fargher Lake; for their hybrid meetings, they have been utilizing a gadget called the "OWL", which works very well for them. Homola recommended that the Town purchase one of these OWLS, as they transmit sound very effectively, especially for hybrid meetings. (The OWL runs somewhere in the \$800 price range.)

Mayor's Comments

- The Newsletter is out; another one is planned for late May, showing the remaining 2022 events
- The Easter Egg Hunt is this Saturday at the Ballfields at 10 am.
- Town CleanUp is April 23rd; litter crew volunteers should plan to meet at Town Hall about 10 am.

Approve to Pay Bills on Behalf of the Town

Motion was made to pay the bills on behalf of the Town

Motion: Beck

2nd: Homola

Aye: Dawson, Beck, Homola, Viray

Nay: 0

Absent: Boget

Motion Carried

Adjourn

10:03 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____

Conditions for RR Ave/ Hoag St. Subdivision

A. Prior To Engineering Approval:

- 1.The Applicant shall submit a final plan and report that accounts for the high groundwater and flooding issues in the proposed pond location. The applicant shall apply and receive a flood hazard permit as part of the land division review process per Yacolt Municipal Code (YMC) 16.35.030.C.2.
- 2.The applicant shall perform a critical areas assessment of the proposed outfall for Town review and approval.
- 3.The final civil plans shall meet the requirements of the Town of Yacolt's Engineering Standards (YES) Chapter I Section 1.04.
- 4.An erosion control plan compliant with Chapter 2A of the YES shall be submitted for review and approval by the Town.
- 5.The applicant shall demonstrate compliance with applicable environmental standards and permitting including but not limited to Washington Department of Fish and Wildlife for work within the buffer of Yacolt Creek and a Stormwater General construction permit.
- 6.Plans depicting all street/roadway construction meeting Chapter 3 Streets of the Town of Yacolt's Engineering Standards shall be submitted for review and approval by the Town. Meandering sidewalks along Railroad Avenue is permissible to retain ADA compliance in zones of conflict with existing and proposed utilities.
- 7.The applicant shall provide engineering plans showing landscaping on the Railroad Ave frontage improvements.
- 8.All street names shall be provided by the Town.
- 9.A plan for pedestrian access meeting the requirements of YES Chapter 3 shall be submitted for review and approval by the Town.
- 10.All driveway design shall be in accordance with YES 3A.18. Standard residential driveways shall be required for all developments. Corner lot driveways shall be located near the property line farthest from the intersection. Additionally, the driveway for Lot No. 1 as shown on the preliminary plat shall be located near the south property line.
- 11.The landscaping plan and information shall satisfy all parts of YES 3A.20 Landscaping shall be submitted for review and approval by the Town.
- 12.All street lights shall be fiberglass and decorative. A streetlighting plan and design shall be submitted for review and approval by the Town.
- 13.Street width design shall be constructed to meet YES 3B except one side shall be designated no parking per Fire Marshall comments.
- 14.The horizontal and vertical alignments shall meet requirements of YES 3B.05 and 3B.06.
- 15.Curb and Grading shall meet YES 3B.11.
- 16.The applicant shall provide postmaster approval for mailbox design and location.

17.Stormwater Plan compliant with YES Chapter 4 Storm Drainage shall be submitted for review and approval by the Town.

18.All water system designs shall be reviewed and approved by Clark Public Utilities.

19.The applicant shall submit plans to the appropriate Clark County Fire Marshal for review and approval.

B. Prior To Construction Approval:

1.Applicant shall obtain and have in their possession all necessary permits to perform work.

2.All materials for public improvements shall be submitted for review and approval by the Town.

C. Prior To Building Permit:

1.Architectural and site design plans satisfying all parts of YMC Section 18.25 shall be submitted for review and approval by the Town.

2.Prior to Issuance of any Building Permit, submit a plot plan for inspection and approval by the Town Engineer demonstrating compliance with the Applicant's engineered stormwater plans.

D. General:

1.No fences shall be installed without a fence installation permit issued by the Town of Yacolt. Fence area, size, and location shall be in accordance with YMC 18.80.

E. Additional:

1.Prior to final plat approval, Applicant shall provide documentation acceptable to the Town for the creation of an HOA, LID, or comparable mechanism to provide for the expected costs for maintenance and operations of the Stormwater Tract A at the subdivision.

2.Applicant shall submit a two-year stormwater maintenance contract for review and approval by the Town.



Town of Yacolt Agenda Request

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

Name: Attorney Ridenour

Group Name:

Address:

Phone: 360-991-7659

Email Address: david@davidridenourlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Update on Hardin Property Sale

Proposed Meeting Date: May 9, 2022

Action Requested of Council: Hear the latest report on the sale of the former Hardin property

Proposed Motion: None

Summary/ Background: The property at 110 S. Hubbard is being sold by the administrator for Ms. Hardin's probate estate. The matter is scheduled for a Court hearing on Friday, May 6, where the administrator will seek the Court's approval of the sale. If approved, the sale is expected to close within the next two weeks.

Yacolt expects to be paid in full for its money judgment from the proceeds of the sale, (roughly \$54,500.00). The buyer of the property has already expressed interest in clearing and rebuilding on the property.

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



Town of Yacolt Agenda Request

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

Name: Clerk Fields

Group Name:

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

Phone: 360-686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Alternative to National Night Out

Proposed Meeting Date: May 9, 2022

Action Requested of Council: Discuss doing something different this year instead of our “normal” National Night Out event. (Or in addition to it?)

Proposed Motion: ?

Summary/ Background: At our last meeting, Councilmember Homola introduced the idea of the Town joining up with an event the North Country Emergency Medical Service is planning, for Saturday, July 30th from 11am-3pm at Yacolt Primary School. Council discussed it at the last meeting, but asked for it to be brought back to this meeting for further discussion.

This event will be NCEMS’ own version of the National Night Out, which was originated as a way for communities to get to know their local fire, police, and emergency medical personnel, and to open lines of communication between them. NCEMS has reached out to CRESA (911), Boy scouts of America, Red Cross, Vancouver Clinic, the local Search and Rescue team, a local outfit called CARES, Golden Chariot, and Meals on Wheels for participation in the event. They also plan to have the Battle Ground PD police dogs out, LifeFlight to land, and there will be a Building Burn sponsored by the Local Fire Marshal for fire safety.

They have asked the Town if we would like to join them and perhaps do this instead of our regular National Night Out event. Since their event is taking place in the afternoon, we could still do our traditional Hot Dog and Burger feed afterward. Or, we could simply do our usual National Night Out on the first Tuesday of August (which will be 3 days after NCEMS’ event).

Staff Contact(s): Stephanie Fields, Town Clerk

Katelyn Listek, Mayor
(360) 686-3922



Town of Yacolt Agenda Request

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

Name: Clerk Fields

Group Name:

Address: 202 W Cushman St.
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Rotate Finance Committee

Proposed Meeting Date: May 9, 2022

Action Requested of Council: Select a new member to rotate onto the finance committee for

Proposed Motion: "I nominate _____ to be on the finance committee for the term ending this October."

Summary/ Background: Yacolt's finance committee consists of two council members, who review the Town's monthly receipts/deposits, bills, payroll, etc. for accuracy and compliance with the State Auditor's requirements. Every three months, one council member is replaced on the committee for a term of approximately 6 months. Council member Viray is scheduled to rotate off of the committee at this time. As Council member Beck is serving on the committee already (until July), and Council member Homola is serving as Mayor Pro-Tem, the two members who will be up for nomination onto the finance committee are Council members Boget and Dawson. The person who rotates onto the committee this time will remain on the committee until the October 10, 2022 meeting.

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



Town of Yacolt Agenda Request

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

Name: Attorney Ridenour

Group Name:

Address:

Phone: 360-991-7659

Email Address: david@davidridenourlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Renewal of the Library Lease

Proposed Meeting Date: May 9, 2022

Action Requested of Council: Discuss the terms of our current Library Lease and decide if we should renew that lease, and if so, decide whether any of the terms should be changed first

Proposed Motion: "I move that we extend (or do not extend) the Library Lease with no changes (or with the following change(s) to be negotiated) as per our existing Agreement for another 5 years."

Summary/ Background: The Town of Yacolt leased its Old Town Hall building to the Vancouver Regional Library District on September 1, 2017 for a 5-year term that ends on August 31, 2022. The monthly rent is \$200.00. The Lease provides for two automatic 5-year renewal periods with no planned changes to any of the terms.

The automatic Lease renewal can be interrupted if either Party notifies the other in writing of their desire to terminate the Lease or modify its terms. This notice must be received at least 90 days prior to the expiration of current Lease term, or in this case, by June 2, 2022. Therefore, if either Party would like to suggest changes to the Lease, those negotiations should take place in May.

A copy of the current Lease Agreement is attached for the Council's information.

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

LEASE AGREEMENT

By and between

THE TOWN OF YACOLT

a Washington municipal corporation ("Landlord")

and

**FORT VANCOUVER REGIONAL
LIBRARY DISTRICT,**

A Washington inter-county rural library district ("Tenant")

Dated as of September 1, 2017

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made and entered into by and between the Town of Yacolt, a municipal corporation of the State of Washington ("Landlord"), and the Fort Vancouver Regional Library District, a Washington inter-county rural library district ("Tenant").

1. Basic Lease Information.

- A. Lease Date: September 1, 2017.
- B. Landlord: The Town of Yacolt, a municipal corporation of the State of Washington, (hereinafter "Landlord").
- C. Tenant: Fort Vancouver Regional Library District, a Washington inter-county rural library district, (hereinafter "Tenant").
- D. Premises: The Premises are approximately 800 square feet located in the Old Town Hall building at 105 E. Yacolt Road, Yacolt, Washington, being essentially the entire ground floor of the building, as more fully described in Exhibit A. The Premises are located on and constitute a portion of the real property legally described in Exhibit B.
- E. Scheduled Term Commencement Date: September 1, 2017.
- F. Lease Term: The Initial Term of this Lease shall be Five (5) Years, and shall begin on the Commencement Date, (September 1, 2017), and end on August 31, 2022.
- G. Monthly Base Rent: This Lease is made and entered into in consideration of the mutual promises described herein together with a monthly base rent of Two Hundred and no/100 Dollars, (\$200.00).

2. Lease Documents. This Lease consists of the terms and conditions contained herein and the following documents which are hereby incorporated by reference as if set forth fully herein:

- A. Exhibit A: Outline of Premises - approximately 800 sq. ft. of the "Old Town Hall" building.
- B. Exhibit B: Legal Description of Real Property.

3. Premises and Term.

- A. In consideration of the obligation of Tenant to pay rent as herein provided and fully and faithfully perform the terms, provisions and covenants

described herein, Landlord hereby demises and leases to Tenant, and Tenant hereby takes and leases from Landlord those certain improved Premises as outlined on Exhibit A, attached hereto and incorporated herein by reference, together with the rights, privileges, easements, licenses, appurtenances, and amenities described herein and situated or to be situated upon land described in Exhibit B attached hereto and incorporated herein by reference, subject to the terms, conditions, restrictions and limitations set forth herein. Tenant understands and agrees that the real property described in Exhibit B, exclusive of the Premises, is not part of the leased property herein, and remains in the possession and control of the Landlord, subject to the nonexclusive right of the Tenant and its guests, customers, and agents to make reasonable use of the parking areas and property surrounding the Premises.

- B. TO HAVE AND TO HOLD the same for a term commencing on the Commencement Date (as hereinafter defined), and ending thereafter upon expiration or termination of the "Lease Term" (as hereafter defined).
 - C. The "Commencement Date" shall be the Scheduled Term Commencement Date shown in the Basic Lease Information, (Section 1.E.). Tenant acknowledges that no representations as to the repair of the Premises have been made by Landlord, unless such are expressly set forth in this Lease.
 - D. The "Initial Lease Term" shall begin on the Commencement Date and continue for a period of five (5) years, ending on August 31, 2022, unless earlier terminated pursuant to the provisions herein.
 - E. This Agreement will automatically renew for two (2) additional five (5) year term(s), (each additional five (5) year term shall be defined as an "Extension Term"), upon the same terms and conditions, unless either party notifies the other in writing of that party's desire to modify this Agreement, or of that party's intention not to renew this Agreement, at least ninety (90) days prior to the expiration of the Initial Term or then-existing Extension Term.
 - F. The Initial Term, any Extension Terms, and any holdover term are collectively referred to as the "Term" or "Lease Term".
4. **Rent.** Rent for the Lease Term shall be Two Hundred and no/100 Dollars (\$200.00) per month, due and payable in advance on the first day of each calendar month, by check or money order payable to "The Town of Yacolt" at the following address, (or as designated by Landlord): P.O. Box 160, Yacolt, WA 98675.
5. **Use of Premises.** The Premises shall be used continuously only for the purpose of operating a library service outlet during usual business hours as established by

the Tenant, and for reasonably related uses including, without limitation, the shared use of a portion of the Premises for the Yacolt Friends of the Library Express / Bigfoot Book Store. Tenant shall not allow use of the Premises in a manner which would increase insurance premiums or for any illegal purpose. Tenant shall comply with all governmental rules, orders, regulations or requirements relating to the use and occupancy of the premises.

6. Alterations: Repairs and Maintenance by Tenant.

- A. Repairs & Maintenance: The Tenant shall be responsible for all minor repairs and maintenance of the interior of the Premises, including janitorial services.
- B. Structural Alterations: Tenant shall not be responsible for any repair, restoration or replacement as to major building repairs or capital improvements including work related to the building's foundation, roof, and exterior walls, heating, ventilating and air-conditioning systems, major plumbing repairs, or electrical wiring. Tenant shall not make any structural alterations, additions or improvements to the Premises without the prior written consent of the Landlord. All additions and improvements shall belong to and become the property of the Landlord upon expiration or termination of the Lease unless otherwise agreed in writing.

Notwithstanding the foregoing, the Tenant shall have the right, but not the obligation, to install an awning over the front door of the Premises at its own expense, subject to prior written consent of the Landlord as to the aesthetic and structural design of such awning.

It is understood between the Landlord and the Tenant that the Tenant's computers, security system (cameras and door swipes), free standing furniture and shelving shall remain the property of the Tenant, but anything otherwise affixed to the walls, ceiling or floors (other than decorative hangs/photographs) shall be deemed a fixture and shall be deemed the property of the Landlord upon termination of this Lease.

- 7. **Utilities.** During the Lease Term, and any hold-over period, Tenant will pay for all water, gas, electricity, light, heat, telephone, power, and all other utilities and communications services used by Tenant on the Premises, whether or not such services are billed directly to Tenant. Landlord does not warrant the quality or adequacy of the utilities or services specified above, nor does Landlord warrant that any of the utilities or services specified above will be free from interruption caused by repairs, improvements, or alterations of the building or any of the equipment and facilities of the building, any labor controversy, or any other causes of any kind beyond Landlord's reasonable control.

8. **Signs.** Landlord will be responsible for providing exterior signage for the Tenant's library service outlet at the Premises, at Landlord's expense. Tenant shall be responsible for interior operational signs, excluding fire and safety signs.
9. **Landlord's Access to Premises.** Landlord and Landlord's agents and representatives shall have the right to enter and inspect the Premises at any reasonable times for the purpose of ascertaining the condition of the Premises, in emergency situations, to provide building maintenance services deemed necessary by the Landlord, and for any other reasonable purpose. Landlord shall also have the right, subject to the permission of the Tenant which shall not be unreasonably withheld, to use the Premises or portions thereof for civic, educational, or public purposes. By way of example, the Landlord may desire to continue its practice of providing access to the Old Town Hall's historic jail cells to local schools for student field trips. The Tenant agrees to the periodic shared use of the Premises for such purposes, so long as such use does not unreasonably interfere with the stated uses of the Premises by the Tenant.
10. **Taxes.**
- A. Real Property Taxes. The parties recognize that both Landlord and Tenant are public entities and as such, Real Property Taxes are unlikely to be assessed to either party in their own right.
- B. Personal Property. Tenant shall pay, before delinquency, all personal property taxes assessed against its leasehold improvements, equipment, furniture, fixtures, inventory, and any of its other personal property on the Premises.
11. **Tenant Duty to Indemnify, Defend and Hold Landlord Harmless.**
- A. Tenant shall hold harmless, indemnify and defend Landlord, its elected and appointed officials, officers, employees and agents, from and against any and all third party claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or destruction or damage to property or business, arising out of this Tenant's occupancy and use under this Lease, or others for which it is responsible. PROVIDED, that Tenant's obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence or recklessness or intentional misconduct of Landlord, its elected or appointed officials, officers, employees or agents.
- B. In any and all claims against the Landlord, its elected or appointed officials, officers, employees, or agents by any employee of the Tenant, anyone directly or indirectly employed by them, or anyone for whose acts

they may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Tenant under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Tenant expressly waives any immunity the Tenant might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **BY EXECUTING THIS LEASE, THE TENANT ACKNOWLEDGES THAT THE FOREGOING WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. TENANT'S OBLIGATIONS UNDER THIS SECTION (SECTION 15) SHALL SURVIVE TERMINATION AND EXPIRATION OF THIS LEASE.**

- C. Tenant's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Tenant, the Tenant's employees, or agents.

12. Insurance.

- A. Tenant General Liability Insurance. Tenant shall maintain in full force and effect at all times during the Term of this lease (i) General Public Liability Insurance covering the Premises and Tenant's use thereof against claims for personal injury, death and property damage occurring upon, in the Premises with limits of not less than One Million Dollars (\$1,000,000) for personal injury to or death to any number of persons arising out of any one occurrence and One Million Dollars (\$1,000,000) for property damage arising out of any one occurrence; (ii) insurance against fire, extended coverage and such other additional perils as now are or hereafter may be included in a standard extended coverage endorsement from time to time in general use in the Clark County, insuring Tenant's merchandise, trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or in the Premises; and (iii) workers' compensation coverage as required by law.

Landlord General Liability Insurance. Landlord shall maintain in full force and effect at all times during the Term of this lease (i) General Public Liability Insurance covering the Premises against claims for personal injury, death and property damage occurring upon, in the Premises with limits of not less than One Million Dollars (\$1,000,000) for personal injury to or death to any number of persons arising out of any one occurrence and One Million Dollars (\$1,000,000) for property damage arising out of any one occurrence; (ii) insurance against fire, extended coverage and such other additional perils as now are or hereafter may be included in a standard extended coverage endorsement.

B. Other Matters.

Tenant Insurance

All insurance required in this paragraph and all renewals of it will be issued by companies authorized to transact business in the State of Washington. All insurance policies shall expressly provide that such policies shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and any lender, in the case of "all-risk" coverage insurance, and to Landlord, in the case of general liability insurance; and shall, to the extent obtainable, provide that no act or omission of Tenant which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Upon issuance each insurance policy, a duplicate or certificate of such policy shall be delivered to Landlord and any lender whom Landlord designates. Tenant may satisfy its obligation under this paragraph by appropriate endorsements of its blanket insurance policies.

Landlord Insurance

All insurance required in this paragraph and all renewals of it will be issued by companies authorized to transact business in the State of Washington. All insurance policies shall expressly provide that such policies shall not be canceled or altered without thirty (30) days' prior written notice to Tenant and any lender, in the case of "all-risk" coverage insurance, and to Tenant, in the case of general liability insurance; and shall, to the extent obtainable, provide that no act or omission of Landlord which would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. Upon issuance each insurance policy, a duplicate or certificate of such policy shall be delivered to Tenant and any lender whom Tenant designates. Landlord may satisfy its obligation under this paragraph by appropriate endorsements of its blanket insurance policies.

- C. Waiver of Subrogation by Tenant. Any insurance carried by the Tenant required by this Lease shall include a clause or endorsement denying to the insurer a right of subrogation against the Landlord to the extent rights have been waived by the insured prior to occurrence of an injury or loss. The Tenant, notwithstanding any provisions of this Lease to the contrary, hereby waives any rights of recovery against the Landlord for injury or loss due to hazards covered by insurance containing such a clause or endorsement.

13. Compliance with Laws.

- A. Tenant shall comply at its expense with all applicable laws, regulations and requirements of any public authority relating to operation and use of the Premises, including those regarding maintenance, operation and use of the Premises ("Legal Requirements"). Tenant shall not use nor permit the use of the Premises in any manner that will tend to create a legal nuisance. Tenant will not allow the Premises to fall into such a state of disrepair or disorder as to cause cancellation of required insurance coverages. Tenant shall have the right to contest the validity or application of any Legal Requirement by appropriate legal proceedings, diligently conducted and in good faith, in the name of the Tenant, without cost or expense to Landlord.
- B. Notwithstanding any other provision in this section, Tenant shall have no authority to apply for a change to the comprehensive plan designation or zoning of the Premises without the prior written approval of Landlord in its proprietary capacity in each instance, which consent may be withheld for any reason, or no reason at all.

14. Condemnation.

- A. Landlord and Tenant shall immediately notify the other in writing of the receipt of notice of any proceeding with respect to a condemnation or intent of any authority to exercise the power of eminent domain with respect to the Premises.
- B. If all of the Premises are taken by any lawful authority under the power of eminent domain during the term of this Lease, this Lease terminates as of the date condemner takes possession, and Tenant will have no claim or interest in or to any award of just compensation.
- C. If part of the Premises is taken by any lawful authority under the power of eminent domain during the term of this Lease, Landlord or Tenant may choose to terminate this Lease as of the date the condemner takes possession. Tenant will have no claim or interest in or to any award of just compensation or damages. If neither Landlord nor Tenant elects to terminate this Lease, the Lease will continue in full force.

15. Surrender of the Premises and Holding Over.

- A. Upon the termination of this Lease pursuant to the terms of this Lease, Tenant shall surrender the Premises, subject to and excepting depreciation and reasonable wear and tear. Tenant will allow Landlord's representative to inspect the Premises during reasonable business hours at least seven (7) days prior to the expiration or termination of this Lease to verify the condition of the Premises, and Tenant will notify Landlord of a convenient

time for such inspection. Tenant will promptly correct any deficiency for which Tenant is responsible under the terms of this Lease, at Tenant's sole expense, and if Tenant fails to do so, Landlord may take the necessary action and collect its reasonable costs of performance as additional rent.

- B. Upon termination of this Lease, Tenant shall remove all of Tenant's equipment, machinery, signs, tenant improvements, fixtures, furnishings and other personal property. Unless otherwise agreed by the parties, and except as limited by law, any personal property left on the Premises by Tenant twenty (20) days after expiration or termination of this Lease shall conclusively be considered abandoned and belonging to Landlord as a result of reversion, and Landlord shall be entitled to use, sell or dispose of it free of any interest of Tenant.
 - C. If upon termination of this Lease Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month-to-month, subject to all of the provisions of this Lease, (except that the term will be month-to-month). No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Section shall not be construed as Landlord's consent for Tenant to hold over.
16. **Amendments.** No amendment or modification shall be made to this Lease, unless set forth in a written lease amendment signed by both parties.
17. **Warranty of Quiet Enjoyment.** So long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Premises and improvements free from any interference by Landlord or those claiming through Landlord, (subject to Landlord's right of access described in Section 9). On the date of execution of this Lease and thereafter, Landlord warrants that fee title to the real property is held in the name of Landlord, free and clear of all liens, encumbrances and restrictions.
18. **Events of Default.** The following events shall be deemed to be events of default by Tenant under this Lease:
- A. Tenant shall have failed to pay rent or other amount required to be paid by Tenant under this Lease within twenty (20) days after written notice of such nonpayment by Landlord to Tenant;
 - B. Tenant shall have failed to perform any other term, covenant or condition of this Lease to be performed by Tenant except those described within Sections 18.A above, and Tenant shall have failed to cure the same within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, where such failure could

reasonably be cured within such 30-day period; provided, however, that where such failure could not reasonably be cured within such 30-day period, then Tenant shall not be in default unless it has failed to promptly commence and thereafter continue to make diligent and reasonable efforts to cure such failure as soon as practicable, and in no event later than one hundred and eighty (180) days;

- C. Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
 - D. Tenant files a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant is adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder;
 - E. A receiver or trustee is appointed for all or substantially all of the assets of Tenant;
 - F. Tenant abandons, deserts or vacates the entire Premises, or otherwise fails to use the Premises as described in Section 5 hereof. (It shall not be a default if Tenant vacates or decommissions and does not use a portion of the Premises, so long as Tenant reasonably satisfies its obligations under Section 5 hereof.);
 - G. Tenant fails to comply with any other term, provision or covenant of this Lease (other than the foregoing in this Section (Section 18), and does not cure such failure within twenty (20) days after written notice thereof to Tenant.
19. **Remedies for Default.** Upon the occurrence of any such events of default described in Section 18 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.
- A. Landlord may terminate the Lease and accelerate all payments due hereunder which shall then become immediately due and payable.
 - B. Enter upon the Premises, without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

- C. Commence an action in law to recover monetary damages and/or in equity to obtain specific performance.
 - D. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, such remedies being cumulative and non-exclusive. No act or thing done by Landlord or its agents during the Lease Term hereby granted shall be deemed a termination of this Lease by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of any payment hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees so incurred.
20. **Consequential Damages.** The parties to this Lease waive any claim against the other under this Lease for consequential, punitive, incidental, or similar damages.
21. **Brokerage.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no other broker, agent or other person brought about this transaction and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Tenant further indemnifies and holds Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to any subsequent modification, extension, expansion of the Premises or other change in the terms of this Lease. The provisions of this paragraph shall survive the termination of this Lease.
22. **Termination.**
- A. Tenant may terminate this Lease whenever the Tenant determines, in its sole discretion that such termination is in the best interests of the Tenant. Tenant may terminate this Lease upon giving one (1) year prior written notice by certified mail to the Landlord. In the event that Tenant does so

terminate this Lease for convenience, the Tenant shall continue to bear responsibility for all obligations described herein up to the termination date specified in such notice.

- B. Landlord shall not have the right to terminate this Lease except upon execution of a written lease amendment, signed by both parties, or pursuant to other terms of this Agreement, including without limitation the terms of Paragraph 3.

23. General Provisions.

- A. Notice. Each party to this Lease shall have a Lease Representative. Notices under this Lease shall be in writing, effective when personally delivered, or if mailed, effective when received after mailed registered mail, postage prepaid, to such party's Lease Representative. Rent and any other amounts payable to Landlord shall be sent to Landlord's Lease Representative. Any notice may also be sent by nationally recognized overnight courier, in which case it shall be deemed served or given upon delivery to the party's address for notice purposes. The address of Landlord and Tenant's Lease Representatives appears below. Either party may change their Lease Representative, and/or the address for their Lease Representative, upon five (5) days' written notice to the other party.

LANDLORD:

Mayor
Town of Yacolt
202 W. Cushman St.
P O Box 160
Yacolt, WA 98675

TENANT:

Executive Director
Fort Vancouver Regional Library
1007 E. Mill Plain Blvd.
Vancouver, WA 98663

- B. Time of Essence. Time is of the essence in the performance of this Lease.
- C. Section Headings. The captions inserted within this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- D. Successors and Assigns. This Lease shall be assignable by Landlord without the consent of the Tenant. The Tenants shall not assign or sublet the Premises, by operation of law or otherwise, without the Landlord's prior written consent. Subject to the provisions of this Agreement against assignment of Tenant's interest under this Agreement, all provisions of this Agreement extend to and bind, or inure to the benefit of, the parties to this Agreement and to every representative, successor, and assign of the parties.

- E. Non-waiver. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Lease does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Lease shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.
- F. Attorney Fees. In the event that legal action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees and other costs of litigation at trial, hearing or on appeal of such action, or on any petition for review, in addition to all other sums provided by law.
- G. Estoppel Certificate. Either party will within twenty (20) days after notice from the other deliver to the other party a certificate certifying whether or not this Lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Further, either party will within a reasonable time after notice from the other deliver to the other party a certificate certifying any other facts, not privileged or otherwise exempt from disclosure by virtue of law or court order, that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented by the party requesting the certificate.
- H. Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to Tenant vacating the Premises, Tenant shall itself cause, or pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including without limitation all heating and air conditioning systems and equipment therein, in good condition and repair pursuant to Section 6 hereof, and shall leave the Premises in broom-clean condition. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefore upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.

- I. Entire Agreement. The parties agree that this Lease is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Lease are specifically excluded. This Lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto. Once fully executed, this Lease shall supersede any and all prior leases between the parties with respect to the Premises. Notwithstanding the foregoing, the parties understand and agree that this Agreement effectively provides for the extension of that earlier Lease Agreement between the parties dated September 1, 2012, with certain terms being modified as described herein, and that the prior Lease Agreement between the parties shall continue in effect through its term ending August 31, 2017.
- J. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.
- K. Governing Law, Jurisdiction and Venue. This Lease shall be governed by and its terms and conditions construed in accordance with the laws of the State of Washington. Any action to enforce the provisions of this Lease shall be brought in the court(s) of competent jurisdiction of Clark County, Washington.
- L. Severability. If any of the provisions contained within this Lease shall be declared invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.
- M. Public Records Act. The parties hereby acknowledge that both Landlord and Tenant are governmental entities and as such are subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, the parties understand that to the extent a proper request is made, one or both of the parties may be required by virtue of that Act to disclose any records actually in their possession or deemed by judicial determination to be in their possession, which may include records regarded by one of the parties as confidential or proprietary. To the extent that either party provides any records to the other that it regards as confidential or proprietary, the parties agree to conspicuously mark the records as such. The parties hereby waive any and all claims or causes of action for any injury they may suffer by virtue of the other party's release of records covered under the Public Records Act. Landlord and Tenant agree to take all reasonable steps to notify each other in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the other as confidential or proprietary, so that the

party who has so marked the records may seek a judicial order of protection if necessary.

- N. Recording. This Lease shall not be recorded, but the parties shall execute a memorandum of this Lease in recordable form, which may be recorded. The memorandum of lease shall include references to and grants of any Easements.

BY EXECUTING THIS LEASE IN THE SPACE PROVIDED BELOW, THE INDIVIDUALS IDENTIFIED BELOW WARRANT THAT THEY ARE DULY AUTHORIZED TO EXECUTE THE LEASE ON SUCH PARTY'S BEHALF AND HAVE AUTHORITY TO SO BIND THE PARTY.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

TOWN OF YACOLT, a Washington municipal corporation

By: Vince Myers

Name: Vince Myers

Title: Mayor

Attest:

Cindy Marbut

Cindy Marbut, Town Clerk

Approved as to form:

David W. Ridenour

David W. Ridenour, Town Attorney

TENANT:

FORT VANCOUVER REGIONAL LIBRARY DISTRICT,
a Washington inter-county rural library district

By: Amelia Shelley

Name: Amelia Shelley

Title: Executive Director

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On September 5th, 2017, before me personally appeared Vince Myers, to me personally known to be the **MAYOR of THE TOWN OF YACOLT, WASHINGTON**, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she/they was authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

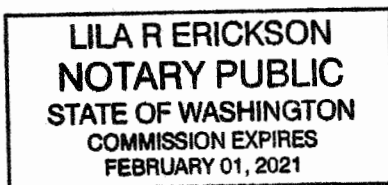


Signature: Cindy L. Marbut
Name (Print): Cindy L. Marbut
NOTARY PUBLIC in and for the State
of Washington, residing at Clark County, Yacolt
My appointment expires: 1-6-19

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On September 7, 2017, before me personally appeared Amelia Shelley, to me known to be the **EXECUTIVE DIRECTOR of the FORT VANCOUVER REGIONAL LIBRARY DISTRICT**, an inter-county rural library district, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said inter-county rural library district on behalf of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said inter-county rural library district for the benefit of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Signature: Lila R. Erickson
Name (Print): Lila R. Erickson
NOTARY PUBLIC in and for the State
of Washington, residing at Clark County, Vancouver
My appointment expires: February 1, 2021

Exhibit A
(Outline and Description of Premises)

→ Leased Premises
Identified by Diagonal
Lines and Border

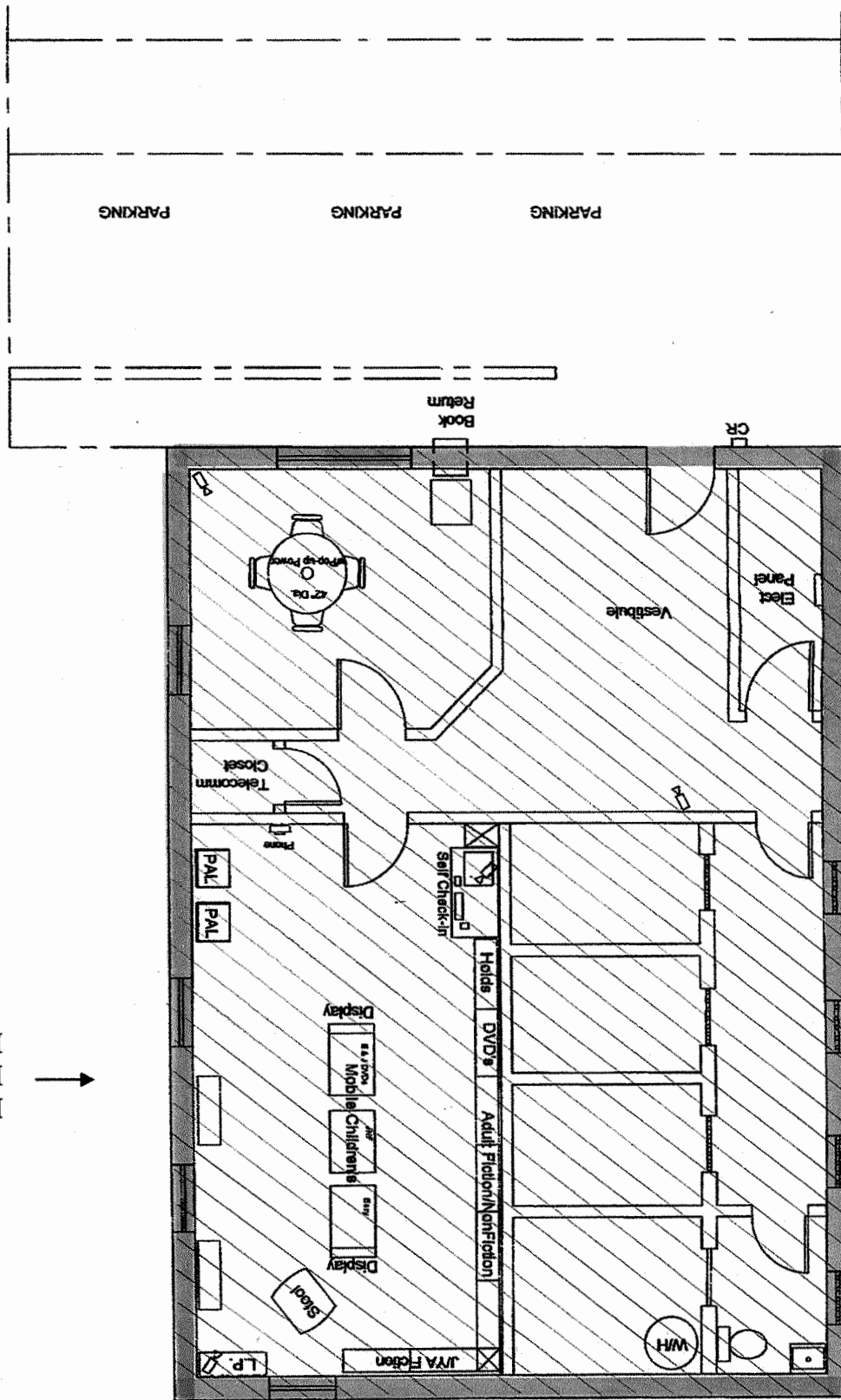


Exhibit B

(Legal Description of Real Property Occupied Partially by the Tenant.)

Lot 4, Block 2, SECOND ADDITION TO YACOLT, according to the plat thereof,
recorded in Volume 'B' of plats, page 001, records of Clark County, Washington;

Tax Account Parcel Number 65540000;

and commonly known as 105 E. Yacolt Road, Yacolt, Washington 98675.



Town of Yacolt Agenda Request

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

Name: Clerk Fields

Group Name:

Address: 202 W Yacolt Rd.

Phone: 360-686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Building Department Forms Update

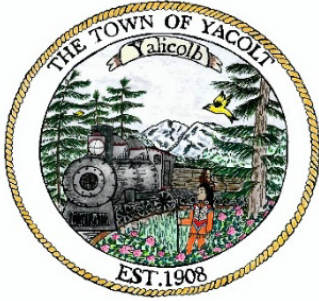
Proposed Meeting Date: May 9, 2022

Action Requested of Council: Consider the changes being worked on for the Town's Building Permit Applications and other Permit Forms; voice comments and questions

Proposed Motion: None; discussion only

Summary/ Background: The Town's staff and consultants have been working to develop forms and tools to improve the permit application process. If there is no objection from the Mayor or Council, staff plans to replace obsolete forms on Yacolt's website with new forms that are being developed by the Building and Land Use Department team. Some of the new forms being used are attached for the Council's review, along with two of the Town's application forms from 2018 for comparison. Staff will offer a brief update to the Council and answer questions.

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



Town of Yacolt

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

Tel: (360) 686-3922 Fax: (360) 686-3853

Email: townofyacolt@townofyacolt.com
www.townofyacolt.com

Office Use Only

Date Received: _____
Reply Deadline: _____
Permit Name: _____
Permit Number: _____
Issue Date: _____

Master Permit Application

(Attach additional pages if you need more space.)

General Project Description

Please describe the proposed project, including the existing use(s) of the property, proposed use(s) of the property, and all expected land use and construction elements. _____

Land Use Elements: (e.g., subdivision, short plat, variance, conditional use permit, road access, zoning, SEPA, etc.)

Construction Elements: (e.g., new construction/remodel/addition, commercial, single-family home, multi-family, detached garage, accessory building, fence, demolition, re-roof, right-of-way work, etc.)

Estimated Total Cost of the Project, (labor and material): \$ _____

Property Information

Property Street Address: _____

Tax Parcel Number(s): _____

Legal Description: _____

Owners' Name(s): _____

Owners' Mailing Address: _____

Owners' Phone Number(s): _____

Owners' Cell Phone Number(s): _____

Owners' Email Addresses: _____

Occupants' Name(s): _____

Occupants' Phone Number(s): _____

Occupants' Cell Phone Number(s): _____

Occupants' Email Addresses: _____

Other Contact Information

(If not applicable to the Project, please indicate "N/A" below.)

Primary Contact Information

Contact Person: _____
Company Name: _____
Contact Address: _____
Phone Number(s) (incl. cell): _____
Contact Email Address: _____

Project Manager / Other Authorized Representative

Company Name: _____
Company Address: _____
Company Phone Number(s): _____
Contact Name: _____
Contact Email Address: _____
Contact Phone, (incl. cell): _____

Contractor Information (Must be provided prior to issuance of permit)

Contractor Company Name: _____
Company Address: _____
Company Phone Number(s): _____
Contact Name: _____
Contact Email Address: _____
Contact Phone: _____
Contractor's WA State UBI Number: _____
Contractor's WA L&I License Number: _____
Contractor's WA State Contractor's License Number: _____
Licensing Bond, (company and amount): _____

☐ Attach or enclose a copy of current contractor registration card for verification purposes.

If Construction by Owner: If the project will be constructed or partially-constructed by the property owner, confirm that you have read the contractor licensing requirements? ☐ Yes ☐ No
Cite exemption number in RCW 18.27: _____

OR

If Owner is Contractor: I have read RCW 18.27.010 relating to definitions of general contractors and specialty contractors, and RCW 18.27.110 which prohibits the issuance of permits without proof of registration, and verify that the owner is a contractor.

Signature: _____	Date: _____
Printed Name: _____	Title: _____
Signature: _____	Date: _____
Printed Name: _____	Title: _____

Other Consultant(s) (Civil engineer, architect, sub-contractor, etc.)

Company Name: _____
Company Address: _____
Company Phone Number(s): _____
WA State UBI Number: _____
WA State Licensing Information: _____
Contact Person: _____
Contact Email Address: _____
Contact Phone: _____

Financial Responsibility

Financially Responsible Party/Parties *(Application processing fees, processing costs, impact fees, etc.)*

Name(s): _____
Company Name: _____
Mailing Address: _____
Phone Number(s) (incl. cell): _____
Email Address: _____

Construction Financing *(Lender information is only required for projects over \$5,000.)*

This project is: ☐ Funded Soley by the Owner ☐ Funded by a Lender

Construction Lender *(Any lender associated with the project by providing interim construction financing.)*

Lender Name: _____
Branch Name: _____
Mailing Address: _____
Phone Number(s): _____

Payment Bond *(Any firm associated with the project by providing a payment bond on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than fifty percent of the total amount of the construction project.)*

Bonding Company Name: _____
Mailing Address: _____
Phone Number(s): _____
Bond Number / Detail: _____

Note: If any information about the construction lender or payment bond is not available at the time this application is submitted, you must so state. The applicant must provide the remaining information as soon as the applicant can reasonably obtain such information.

Acknowledgements

(All property owners, applicants and financially responsible parties must sign and date this Master Permit Application.)

- 1. I certify that I am the owner of this property or the owner's authorized agent. If acting as an authorized agent, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such application. I certify, under penalty of perjury, under the laws of the State of Washington, that the information provided is true and correct.*
- 2. I will comply with all provisions of law and ordinance governing this type of application. I understand that false statements, errors, and/or omissions may be sufficient cause for delay, denial or revocation of the permit. If the scope of work requires a licensed contractor to perform the work, the contractor's information will be provided prior to permit issuance.*
- 3. I authorize employees and agents of the Town of Yacolt to enter onto the property which is the subject of this application at any reasonable time to examine the property, to take photographs, to post public notices, and to perform any other act reasonably necessary to process this application.*
- 4. This Master Permit Application, together with all other submittals as may be required by the Town of Yacolt, constitutes my request and application for a building and/or land use permit. I certify that my submittal package*

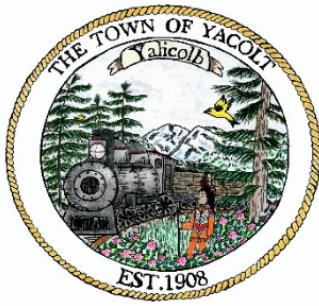
contains the required information and is accurate. If my application submittal package is not correct and complete, I understand that my application will not be accepted, and that I will be required to re-apply when I have all the required information.

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____

Signature: _____ Date: _____
Printed Name: _____ Title: _____



Town of Yacolt

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

Tel: (360) 686-3922 Fax: (360) 686-3853

Email: townofyacolt@townofyacolt.com
www.townofyacolt.com

SAMPLE

COST RECOVERY AGREEMENT

THIS AGREEMENT is by and between the Town of Yacolt, a Washington municipal corporation, (“Town”), and [NAME OF APPLICANT], (“Applicant”), concerning the following:

Project: _____

Project Address: _____

***TO BE FILLED-IN
BY THE TOWN***

Parcel Number(s): _____

Scope of Project / Permit Review: _____

Section 1 - Purpose: The purpose of this Agreement is to establish the terms by which the Applicant agrees to be responsible for the payment of the Town’s reasonable costs to process applications, inspect and review plans and project elements, to prepare detailed statements required by State Environmental Policies under RCW 43.21C, and all other work that is in reasonable support of and directly related to these activities. These costs may include the internal costs for the Town’s staff, publication of notices, supplies, and overhead costs, as well as the Town’s external costs of consultants and other costs and fees related to review and inspection services for Applicant’s land use and/or building application(s).

Section 2 - Background: Applicant recognizes that the Town is obligated by law to provide a complete review of subdivision, land use, development, and building applications, including all technical support documents, to determine compliance with all applicable approval standards. The Town is authorized to recover from applicants the actual cost of performing land use, subdivision, building, and technical plan

and project reviews, including all engineering, project inspections, planning, mitigation inspections, legal review, and other costs and fees.

Section 3 - Cost Recovery Agreement: Applicant agrees to pay the Town's internal and external costs and fees incurred during the review, inspections, permitting, and related processing of the Project's permits. The costs and fees to be paid by the Applicant may include, without limitation, fees and costs for professional consultant services that the Town determines are necessary to complete its review of the application(s). Such professional consultant services may include, without limitation, engineering, building, legal, and surveying services. Such services may include, without limitation, review and processing related to SEPA, critical areas, zoning, archeological surveys, building inspections and plan review, and support for the Town's staff and Council before and during public hearings.

Section 4 - Scheduled Fees: Applicant understands and agrees that in addition to the cost recovery obligation described in this Agreement, the Town may request, and the Applicant agrees to pay, any fees described in the Yacolt Municipal Code and/or by resolution of the Yacolt Town Council. Where such fees relate to actual costs of processing the Application, the fees will be treated as a refundable deposit toward the Town's actual costs that are recoverable under this Agreement. Other scheduled fees, (such as, by way of example only, impact fees), would not be considered a 'processing cost' under this Agreement, and would continue to be payable by the Applicant as an independent obligation pursuant to the Yacolt Municipal Code and/or Town Resolution.

Section 5 - Complete Application(s) and Continued Processing: To be deemed complete, the Application(s) must include all technical support documents applicable to the Project, a fully-executed original of this Agreement, and payment of any initial deposit that may be requested by the Town Clerk. The Town will not begin to process the Project Application(s) until all requested elements of the Application are received by the Town. In addition, Applicant understands that in the event payment of any invoice due under this Agreement is late, the Town may suspend processing of the application(s) until such time that full payment is made.

Section 6 – Deposits and Estimated Costs: The Town may require the payment of deposits from time to time to be applied to the Town's costs of processing permits. The Town may provide an estimate of permit processing costs in support of an initial or subsequent deposit request. If provided by the Town, an estimate of processing costs will be an estimate of the costs and fees that the Town expects may be incurred to process the Application(s) at least through an initial review and determination of feasibility by the Town Council or the Town Council's designee(s), (such as, for example, the Town's Building Consultant or Town Engineer). If the Town determines that payment of a deposit is not necessary, or if the Town does not provide an estimate on its own initiative, the Applicant may nevertheless request an estimate from the Town, and the Town will endeavor to provide the estimate within 15 days of receipt of the request. Estimates will identify the staff and consultants from whom services will initially be requested, together with their hourly rates and an estimate of the billable hours involved, as well as any expected costs identified by staff or consultants. Applicant acknowledges that deposits and/or estimates may not cover all of the consultants actually hired by the Town, or all of the costs and fees actually charged by such consultants and staff during the processing of the application(s) for which payment by the Applicant is expected.

Section 7 - Invoices and Reconciliation: The Town will provide invoices to the Applicant for estimates, costs and fees due under this Agreement from time to time as such estimates, costs and fees are determined and/or incurred by the Town. The Applicant agrees to pay the Town's invoices within fifteen (15) days of the date of each invoice. Any funds deposited by Applicant in excess of the Town's costs and fees shall be refunded to the Applicant following termination of this Agreement.

Section 8 - Notices and Payments: All notices and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first class mail, postage prepaid, as follows:

If to the Town: Town Clerk
 Town of Yacolt (*street address*)
 P.O. Box 160 202 W. Cushman Street
 Yacolt, WA 98675 Yacolt, WA 98675
 Email Address: clerk@townofyacolt.com

If to the Applicant: _____

Email Address: _____

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

Section 9 - Dispute Resolution: Any dispute that arises over the interpretation or application of this Agreement shall be resolved by the Town Council through a public hearing process. The Town Council's decision in such a matter shall be final.

Section 10 - Remedies: If the Applicant fails to timely pay the Town's costs and fees under this Agreement as invoiced by the Town, the Town may pursue any and all legal and equitable remedies available, including but not limited to recording and enforcing a lien on the property for all amounts owed; issuance of a stop work order; and/or non-issuance of permits for the Project. The Applicant further agrees to any delay in the processing of permit(s) for the Project including issuance of a final permit, until the Applicant has paid all amounts due to the Town. The Town's remedies are not mutually exclusive.

Section 11 - Binding Effect: The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties.

Section 12 - Attorney Fees and Costs: If suit or action is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the prevailing party's costs and disbursements. Further, if it becomes necessary for the Town to contract for the services of an attorney to enforce any provision of this Agreement without initiating litigation, the Applicant agrees to pay the Town's attorney fees so incurred.

Section 13 - Agreement Modifications: This Agreement may be modified only by written amendments that are approved and signed by both parties.

Section 14 - Agreement Termination: This Agreement will terminate upon completion of all work contemplated by this Agreement to process the application(s). Applicant may terminate this Agreement for any reason by providing notice to the Town that it is terminating the Agreement and withdrawing its application(s). In the event of such termination, Applicant remains responsible for all amounts due under this Agreement, including all amounts incurred by the Town after such date of termination if the work is reasonably necessary and related to the withdrawal and cancellation of the application(s).

Section 15 – Waiver: The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement.

Section 16 – Signatures: This Agreement and any modifications thereto may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of the Applicant and the Town, respectively.

Section 17 – Applicable Law and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Venue for any suit based on the Agreement shall be in Clark County, Washington.

IT IS SO AGREED:

“Applicant”

SAMPLE

By (print): _____

Title: _____

Date: _____

“Town”

Town of Yacolt

SAMPLE

By: Katelyn J. Listek

Title: Mayor

Date _____



Residential Construction Site Plans and Building Plans

GENERAL INFORMATION

Building and land use permits require the submittal of many different types of information before they can be processed and approved. Following a pre-application conference or an informal presentation about a project, the Town of Yacolt provides a list of required submittals that is unique to each project. Before the Town will begin to process a permit application, a complete application containing all required submittals must be filed with the Town Clerk.

Many project permits require detailed information about your construction plans and the impact of the development on the property and surrounding area. This pamphlet provides a general list of the information you must provide if your project triggers the need for construction drawings or a site plan.

Once you have filed your application package, the Town will tell you if it is complete, or what information is still needed. The Town cannot process your application until it is complete. If some requirements are found to be unnecessary for your specific application, the Town may waive them. Once the Town determines that an application is complete, we may still ask for additional information which could lengthen the application process.

MINIMUM DRAWING REQUIREMENTS

- ◆ **You must submit four (4) paper sets and one (1) digital set of the required plans.**
- ◆ Plans shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and shall demonstrate how the proposed work conforms to the provisions of adopted codes and ordinances. Each plan sheet should be titled and dated (subsequent revisions shall be dated as well) and each drawing therein should be labeled.
- ◆ Architectural plans must be drawn to scale ($\frac{1}{4}''$ or $\frac{1}{8}'' = 1'$), dimensioned, and labeled.
- ◆ Site and civil plans must be drawn to scale ($1'' = 20'$ minimum), dimensioned, and labeled.
- ◆ Plans will not be accepted if they have been reduced in scale by photocopying.
- ◆ **Minimum** plan sheet size is 11" x 17"; **maximum** plan sheet size is 24" x 36".
- ◆ Plans shall be drawn in indelible blue or black ink. Plan sheets that are cut and pasted, taped, drawn in pencil or non-approved ink color, or altered by any means will not be accepted for plan review.
- ◆ Topographic and boundary surveys, when required, must be stamped by a surveyor licensed in the State of Washington. Survey datum must be KCAS or NAVD 88.
- ◆ All civil plan sheets must be stamped by a civil engineer licensed in the state of Washington.
- ◆ Drawings and construction documents prepared by a Washington State design professional, whether required to be or not, must be stamped and signed by the preparer.
- ◆ Each set of paper plans shall be firmly bound on one edge and rolled individually, (not folded).

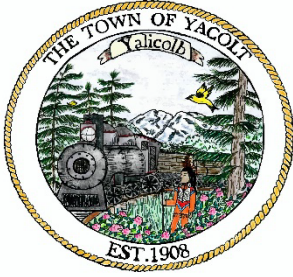
BUILDING PACKET REQUIREMENTS

Req.	Sub.	
<input type="checkbox"/>	<input type="checkbox"/>	A. Structural Calculations, when required (including one original “wet-stamped” copy)
<input type="checkbox"/>	<input type="checkbox"/>	B. Washington State Energy Code Compliance Forms
<input type="checkbox"/>	<input type="checkbox"/>	C. Cover Page
		<ol style="list-style-type: none"> 1. Project Name. 2. Project Address and Parcel Number. 3. Applicant’s Name. 4. Property Owner’s Name. 5. Project Contact Information, (Name, Address, Phone Number(s), E-mail address). 6. Date.
<input type="checkbox"/>	<input type="checkbox"/>	D. Site Plan
		<ol style="list-style-type: none"> 1. North arrow, scale, date, and vicinity map. 2. Basic data (type of structure, square footage, location). 3. Show property lines and adjacent right(s)-of-way and street name(s), including exact dimensions of the property lines. (It is the responsibility of the property owner to know where their property lines are located or to enlist the services of a professional land surveyor for determination. The Town does not maintain records of property boundaries.) 4. Include all required setbacks (front, rear, sides). Show all easements, deed restrictions and covenants limiting use of the site. 5. Show the width of driveway, describe paving materials and show setbacks from property lines. Include location, dimensions, and specifications of all access points to rights-of-way. 6. Show the size, location, setbacks, and use of existing buildings, including their setbacks from property lines and each other. 7. Show the size, location, setbacks, and use of new buildings and additions, including their setbacks from property lines and each other. 8. Show any existing structures to be demolished or removed. 9. Show existing and proposed site topography in two-foot contours. 10. Indicate finished floor elevations and provide elevation readings at each structure corner. 11. Show the location of utilities (water, septic, gas, etc.) and connection to buildings. 12. Show how the required number of tree units will be achieved through retention or replanting. 13. Provide a list of existing impervious areas in square feet, including structures, concrete, gravel, etc., and proposed impervious areas. Indicate total lot size in square feet and show calculations for total percentage of lot coverage by impervious area. 14. Location of existing and proposed storm drainage systems. 15. Show location of proposed and existing rockeries and/or retaining walls. Indicate height of walls and proposed materials. Retaining walls over four feet from the base of the footing, or holding back a surcharge, requires a separate permit. 16. Show the setback lengths to wells and septic system components (including reserve drain field location), if applicable. 15. Show any environmentally critical areas with required buffers and/or setbacks. Critical areas include wetlands, streams, regulated lakes, and geologically hazardous areas. 16. Show proximity of construction to the ordinary high-water mark of any designated shoreline. 17. Show all walls, fences and significant landscaping features. 18. Any and all other features and information relevant to the Application, and other data as may be required by the Town of Yacolt Building and Land Use Departments. Show as much information as possible. Plans should include enough clear information to show conformance with applicable regulations.

<input type="checkbox"/>	<input type="checkbox"/>	E. Foundation Plan, (Required when work impacts the foundation, including, for example, an addition or foundation repair, and some interior remodels.) Design must be based on 2000 psf, unless otherwise specified.)
		1. North arrow. 2. Outline of perimeter foundation, concrete slabs, patios, etc., with dimensions. 3. Location and size of exterior and interior bearing footings/foundations. Specify pier sizes and show thickened footings where posts are supported on exterior footing. 4. Specify the size and spacing of required reinforcing steel. 5. Walls supporting more than 4 feet of unbalanced backfill that do not have permanent lateral support at top & bottom shall be designed by a Washington State licensed professional. 6. Specify thickness of concrete cover over rebar. Specify at least a 3.5" (89 mm) thickness for concrete floor slabs on grade. 7. Show the location, size, embedment, and spacing of anchor bolts and hold-downs. 8. Show the location of the underfloor ventilation. 9. Fills over four feet in height (measured from the bottom of the footing to the top of the wall) require engineering. All drawing pages and calculations must be stamped and signed by a Washington State engineer.
<input type="checkbox"/>	<input type="checkbox"/>	F. Floor Plan
		1. North arrow. 2. Specify project square footage and room dimensions. 3. Specify proposed use of all rooms and spaces, i.e., bedroom, bathroom, closet, pantry, etc. 4. Show window and door locations and sizes, including specifications, (safety glass, etc.). 5. Show location of plumbing, heating, and mechanical fixtures and equipment. 6. Show location of crawl space access. 7. Show location of attic access.
<input type="checkbox"/>	<input type="checkbox"/>	G. Framing Plan
		1. North arrow. 2. Specify the size, species, grade, spacing, and span of all framing members for each floor level. 3. Provide the header sizes over openings. 4. Show beam locations, materials, spacing, and sizes. Show posts under beams. 5. Show floor joist sizes, directions of run, spans, and spacing. 6. Show ceiling joists, floor joists, trusses, and roof rafter sizes, directions of run, spans, and spacing. 7. Clearly show bearing walls and provide nailing schedule(s). <u>All braced wall panels must be clearly indicated on the plans.</u> 8. Show posts under all beams and specify the size, grade, species, and height. 9. Show all connections that resist seismic forces. Specify the brand and model numbers of all hold-downs and connectors. 10. Indicate location of all braced wall panels on the plans. Designs that do not meet prescriptive requirements must be designed and stamped by a Washington State Registered Professional Engineer. Engineer's calculations are required on the specifications and drawing pages.
<input type="checkbox"/>	<input type="checkbox"/>	H. Elevations
		1. Provide a directional label for each elevation (north/south/east/west). a) Specify the height above finish grade to: a) Finished floor; b) Top plate/ceiling; and c) Highest point of the structure. 2. Show existing and finished grade lines. 3. Show height of structure from Average Building Elevation (ABE) to midpoint of highest pitched roof; indicate how the ABE was calculated. 4. Specify all finish materials to be utilized. 5. Show all doors and windows; distinguish between openable and fixed.

<input type="checkbox"/>	<input type="checkbox"/>	I. Building Cross-Sections
		<ol style="list-style-type: none"> 1. Provide complete foundation sections and details that show the minimum foundation sizes. Show backfill to top of interior footings. 2. Specify mudsill material, (cedar or pressure treated). 3. Detail positive connection between posts and beams to ensure against uplift and lateral displacement. 4. Wood joists closer than 18" (457 mm), or wood girders closer than 12" (305 mm) to grade shall be shown as an approved wood of natural resistance to decay or treated wood. 5. Show components of wall construction, including exterior and interior wall finishes, and specify insulation R-value. 6. Show ceiling construction (size and spacing of joists) and R-value of insulation. 7. Show the roof structure, including size and spacing of joists, rafters or pre-manufactured truss spacing, R-value of insulation, and insulation baffles. 8. Detail roof construction, including sheathing, underlayment, and roofing material. 9. Provide a full height section through stairways. Show riser and tread framing materials; riser height; tread width; handrail and guard height above tread nosing; and clearance to ceiling above the stairs measured from a line drawn at and parallel to tread nosing.
<input type="checkbox"/>	<input type="checkbox"/>	J. General Notes
		<ol style="list-style-type: none"> 1. Hard-wired smoke detectors shall be shown on each floor (including basements), in each sleeping room, and at a point centrally located in the corridor or any area giving access to each separate sleeping area. 2. Carbon monoxide detectors shall be located in the immediate vicinity of each sleeping room and on each floor of the home. 3. Show compliance with the ventilation requirements for the attic space. 4. Show compliance with the ventilation requirements of the International Mechanical Code (IMC) Section 1507, as amended by the state. 5. Show location and specifications for all fire walls. 6. The applicant is required to meet all aspects of building, stormwater, environmental, and land use codes. If additional items are required during preliminary review or during review by plans examiners, the applicant will be notified and the application will be placed on hold until the additional documents are provided.
Additional items may be required after review by building and land use officials.		

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Commercial Construction Site Plans and Building Plans

GENERAL INFORMATION

Building and land use permits require the submittal of many different types of information before they can be processed and approved. Following a pre-application conference or an informal presentation about a project, the Town of Yacolt provides a list of required submittals that is unique to each project. Before the Town will begin to process a permit application, a complete application containing all required submittals must be filed with the Town Clerk.

Many project permits require detailed information about your construction plans and the impact of the development on the property and surrounding area. This pamphlet provides a general list of the information you must provide if your project triggers the need for construction drawings or a site plan.

Once you have filed your application package, the Town will tell you if it is complete, or what information is still needed. The Town cannot process your application until it is complete. If some requirements are found to be unnecessary for your specific application, the Town may waive them. Once the Town determines that an application is complete, we may still ask for additional information which could lengthen the application process.

MINIMUM DRAWING REQUIREMENTS

- ◆ **You must submit four (4) paper sets and one (1) digital set of the required plans.**
- ◆ Plans shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and shall demonstrate how the proposed work conforms to the provisions of adopted codes and ordinances. Each plan sheet should be titled and dated (subsequent revisions shall be dated as well) and each drawing therein should be labeled.
- ◆ Architectural plans must be drawn to scale ($\frac{1}{4}''$ or $\frac{1}{8}'' = 1'$), dimensioned, and labeled.
- ◆ Site and civil plans must be drawn to scale ($1'' = 20'$ minimum), dimensioned, and labeled.
- ◆ Plans will not be accepted if they have been reduced in scale by photocopying.
- ◆ Plan sheet size must be 24" x 36".
- ◆ Plans shall be drawn in indelible blue or black ink. Plan sheets that are cut and pasted, taped, drawn in pencil or non-approved ink color, or altered by any means will not be accepted for plan review.
- ◆ Topographic and boundary surveys, when required, must be stamped by a surveyor licensed in the State of Washington. Survey datum must be KCAS or NAVD 88.
- ◆ All civil plan sheets must be stamped by a civil engineer licensed in the state of Washington.
- ◆ Drawings and construction documents prepared by a Washington State design professional, whether required to be or not, must be stamped and signed by the preparer.
- ◆ Projects over 4,000 square feet in area must be designed, stamped, and signed by an architect licensed to practice in Washington State.
- ◆ Each set of paper plans shall be firmly bound on one edge and rolled individually, (not folded).

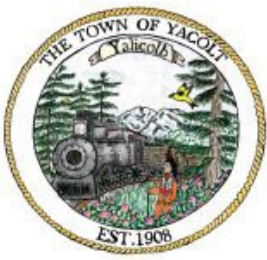
BUILDING PACKET REQUIREMENTS

Req.	Sub.	
<input type="checkbox"/>	<input type="checkbox"/>	A. Structural Calculations, when required, (including one original “wet-stamped” copy)
<input type="checkbox"/>	<input type="checkbox"/>	B. Washington State Energy Code Compliance Forms
<input type="checkbox"/>	<input type="checkbox"/>	C. Soils Report, (prepared by a Geotechnical Engineer)
<input type="checkbox"/>	<input type="checkbox"/>	D. Building Enclosure Design Documents
		Any person applying for a building permit for construction of a multi-unit residential building or rehabilitative construction shall submit plans, details, and specifications for the construction of the building enclosure stamped by a licensed architect or engineer. The construction documents shall include statements of third-party inspections of the building enclosure, and a statement affirming that the building enclosure designs satisfy the requirements of RCW 64.55.
<input type="checkbox"/>	<input type="checkbox"/>	E. Cover Page
		<ol style="list-style-type: none"> 1. Project Name. 2. Project Address and Parcel Number. 3. Applicant’s Name. 4. Property Owner’s Name. 5. Project Contact Information, (Name, Address, Phone Number(s), E-mail address). 6. Date.
<input type="checkbox"/>	<input type="checkbox"/>	F. Site Plan
		<ol style="list-style-type: none"> 1. North arrow, bar scale, and vicinity map. 2. Basic data (type of structure, square footage, location). 3. Show property lines and adjacent right(s)-of-way and street name(s), including exact dimensions of the property lines. (It is the responsibility of the property owner to know where their property lines are located or to enlist the services of a professional land surveyor for determination. The Town does not maintain records of property boundaries.) 4. Include all required setbacks (front, rear, sides). Show all easements, deed restrictions and covenants limiting use of the site. 5. Show the width of driveway(s), describe paving materials and show setbacks from property lines. Include location, dimensions, and specifications of all access points to rights-of-way. 6. Show the size, location, setbacks, and use of existing buildings, including their setbacks from property lines and each other. 7. Show <u>with dashed lines</u> any existing structures to be demolished. 8. Show the size, location, setbacks, and use of new buildings and additions, including their setbacks from property lines and each other. 9. Indicate finished floor elevations and provide elevation readings at each structure corner. 10. Existing and proposed utilities including utility poles and boxes, transformers, generators, water, storm drainage systems, sanitary sewer, and fire hydrants, (including any connections to buildings). Show the setback lengths to wells and septic system components (including reserve drain field location), if applicable. 11. Show significant landscaping features. Show how the required number of tree units will be achieved through retention or replanting. 12. Location and dimensions of sidewalks, easements, parking layout, street edges, mechanical equipment, trash enclosures, outdoor uses, storage areas, and fencing. 13. Show location of proposed and existing rockeries and/or retaining walls. Indicate height of walls and proposed materials. [Retaining walls over four feet from the base of the footing, or holding back a surcharge, requires a separate permit.] 14. Streams, ponds, wetlands, natural drainage courses, and other surface water features on or within 225 feet of the site. Show proximity of construction to the ordinary high-water mark of any designated shoreline. 15. Show any environmentally critical areas with required buffers and/or setbacks. Critical areas include wetlands, streams, regulated lakes, and geologically hazardous areas. 16. Site contours and drainage (existing in dashed and new in solid lines) and details. Show existing and proposed site topography in two-foot contours. 17. Show location of proposed and existing rockeries and/or retaining walls. Indicate height of walls and

		<p>proposed materials. [Retaining walls over four feet from the base of the footing, or holding back a surcharge, requires a separate permit.]</p> <p>18. Total parking stalls count. Show required van accessible parking space with an adjacent access aisle per ICC/ANSI Standard A1117.1-2009, ANSI 502.4.</p> <p>19. Provide a list of existing impervious areas in square feet, including structures, concrete, gravel, etc., and proposed impervious areas. Indicate total lot size in square feet and show calculations for total percentage of lot coverage by impervious area.</p> <p>20. Any and all other features and information relevant to the Application, and other data as may be required by the Town of Yacolt Building and Land Use Departments. Show as much information as possible. Plans should include enough clear information to show conformance with applicable regulations.</p>
<input type="checkbox"/>	<input type="checkbox"/>	G. Foundation Plan
		<p>1. Outline of perimeter foundation, concrete slabs, patios, etc., with dimensions.</p> <p>2. Stamped engineering calculations and structural drawings are required for all foundations / footings.</p> <p>3. Provide plan view of foundation.</p> <p>4. Location and size of exterior and interior bearing foundations / footings.</p> <p>5. Location, size, embedment, and spacing of reinforcing steel anchor bolts, hold downs (if required), and post-to-footing connections.</p>
<input type="checkbox"/>	<input type="checkbox"/>	H. Floor Plan
		<p>1. Show all rooms. Specify the use and size of all rooms, (classify use per <i>International Building Code</i> [IBC] 302).</p> <p>2. Wall legend must delineate new, existing, demolished, and relocated construction.</p> <p>3. Show location, size, and door swing for all required exits.</p> <p>4. Show window and other glazing locations and sizes, including specifications, (safety glass, etc.).</p> <p>5. Provide egress plan.</p> <p>6. Specify size, grade, species, direction of run, span, and spacing of all framing members (may be provided on floor plan in lieu of separate framing plans).</p> <p>7. Provide reflected ceiling plan. Show required draft stopping for combustible construction.</p>
<input type="checkbox"/>	<input type="checkbox"/>	I. Framing Plan
		<p>1. Specify size, span, spacing, species, and grade of lumber, or manufacturer and series of steel framing for all framing members.</p> <p>2. Provide attachment details for top and bottom plates. Specify size and spacing of fasteners.</p> <p>3. Clearly show bearing and shear walls. Specify nailing schedule. Provide the header sizes over openings.</p> <p>4. Show beam locations, materials, spacing, and sizes. Show posts under beams.</p> <p>5. Show materials and method of connection for all posts to beams connections.</p> <p>6. Show floor joist sizes, directions of run, spans, and spacing.</p> <p>7. Show ceiling joists, floor joists, trusses, and roof rafter sizes, directions of run, spans, and spacing.</p> <p>8. Clearly show bearing walls and provide nailing schedule(s). <u>All braced wall panels must be clearly indicated on the plans.</u></p> <p>9. Show posts under all beams and specify the size, grade, species, and height.</p> <p>10. Show all connections that resist seismic forces. Specify the brand and model numbers of all hold-downs and connectors.</p> <p>11. Indicate location of all braced wall panels on the plans. Designs that do not meet prescriptive requirements must be designed and stamped by a Washington State Registered Professional Engineer. Engineer's calculations are required on the specifications and drawing pages.</p> <p>12. Special connection methods must be detailed to show how the structure is held together.</p> <p>13. Provide deflection detail stamped by architect or engineer for full height walls.</p>
<input type="checkbox"/>	<input type="checkbox"/>	J. Building Elevations
		<p>1. Front, rear, and side (labeled as north, south, east, and west) building elevations of proposed structures. Show full height elevation from finish floor to highest point of structure.</p> <p>2. Specify finished materials to be utilized in construction. Specify size of all materials.</p> <p>3. Show shear walls and/or diagonal bracing.</p> <p>4. Show complete exterior weatherization details.</p> <p>5. Exterior wall openings. Show all doors and windows, distinguishing between openable and fixed. Specify sizes if not shown on floorplan.</p> <p>6. Garbage/recycling facility screen details.</p>

			7. Roof-top and ground based mechanical equipment screen details. 8. Show existing and finished grade lines. 9. Building height calculation.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	K. Building Cross Sections
			1. Show sections of structure that clarify in detail the typical conditions and describe otherwise hidden conditions. 2. Provide typical wall section. Show components of wall, including finish materials. 3. Provide detail showing lateral bracing per 1604.4 IBC. 4. Ceiling construction (size & spacing of joists) and insulation; provide cross section of dropped ceiling and detail lateral bracing requirements of ASTM Standard C636/C636M. 5. Roof structure (size and spacing of joists or pre-manufactured truss spacing), including sheathing, underlayment, roofing material and insulation (if applicable) and insulation baffles. 6. Provide full height details for all mezzanines and stairways. Details must specify framing members, spacing, and finishes.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. Fire Resistive Elements
			1. Provide fire-rated building elements complying with the fire-resistive prescriptive requirements of IBC Tables 721.1(1), 721.1(2), 721.1(3), or specify file number from the current Gypsum Association <i>Fire Resistance Design Manual</i> or the <i>USG Fire-Resistant Assemblies Manual</i> or other approved fire-resistive design manual. This applies for <u>all rated</u> walls and ceilings, including corridors, occupancy separations, area separation walls, etc. All fire-rated assemblies shall be provided in their entirety. 2. Provide details that show how penetrations through fire-resistive elements are protected using UL listed assemblies. 3. Show cross sections for required fire-rated parapet walls.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	M. Barrier Free Access
			1. Provide floor plans and elevations of sufficient detail to show that the building and site facilities are accessible to persons with disabilities, as provided in ICC/ANSI Standard A117.1-2009 requirements for barrier-free accessibility. 2. Plans must show an accessible route of travel. An accessible route of travel is a continuous unobstructed path connecting all accessible elements and spaces (restrooms, drinking fountains, elevators, etc.) in an accessible building or facility that can be negotiated by a person using a wheelchair and is usable by persons with other disabilities. 3. Show the primary entry door and all accessible entrances into the building. 4. Provide floor plans and elevations with dimensions for restrooms, kitchens, counters, and similar fixed facilities showing compliance with barrier-free access requirements. 5. Provide hardware schedule specifying door locksets and latch sets having lever, push operated, or other devices.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	N. Energy/Ventilation – Select energy code compliance option and provide completed forms for option chosen.
			1. <i>Component Performance Compliance Approach</i> – Provide a separate sketch of elements for each wall, ceiling, and floor type. A wall schedule keyed to the individual sketches is necessary for projects with more than one wall, ceiling, or floor type. Provide appropriate sections with dimensions sufficiently detailed to indicate where each type of element occurs. 2. Provide completed <i>Lighting Power Summary</i> and <i>Lighting Budget Worksheet</i> specifically identifying light fixture (wattage for light fixtures must include ballast wattage). 3. Show compliance with the ventilation requirements of the <i>International Mechanical Code</i> (IMC) Table 403.3, as amended by the state.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O. Plumbing Plans
			1. Plumbing equipment layout over the floor plan. 2. Show plumbing isometric drawings (riser diagrams showing all plumbing dimensions for supply lines and drains).

<input type="checkbox"/>	<input type="checkbox"/>	P. Mechanical Plans
		<ol style="list-style-type: none"> 1. Roof plan (if equipment is located on the roof) showing all mechanical equipment, vents, roof access, and equipment screening. 2. Elevation views of building (if equipment is located on the roof) from all adjacent streets and property lines. 3. Show parapet or screening methods for both ground-related & rooftop units. (Rooftop screening must be architecturally compatible with building if the equipment extends above the roofline.) 4. Legend and general notes. 5. Mechanical envelope summary form and/or mechanical summary forms. 6. List of equipment and schedule including equipment brand names, model numbers, input and output gas capacities, tons of cooling, efficiency ratings, cfm capacity, electric motor efficiencies, location, and weight. 7. Structural drawings required. (Weight load evaluated and seismic attached. For replacement equipment, state the weight of the old and new equipment on the plans, and show the old and new location of the replacement equipment. If the new equipment weight is equal or less than the existing, and in the same location, structural calculations will not be required.) 8. Mechanical floor plan layout. <ol style="list-style-type: none"> a. Duct and equipment layout over the floor plan. b. The size of ducts and outlets. c. The name and anticipated usage of each room. d. The cubic feet of air per minute (cfm) at each diffuser, return air register, exhaust, and transfer grills. e. Location and details of fire dampers.
<input type="checkbox"/>	<input type="checkbox"/>	Q. Racks
		<ol style="list-style-type: none"> 1. Steel storage racks shall be designed per IBC 2209 and 1705.12.7, and shall be designed by a Washington State licensed professional engineer per IBC Chapter 16. 2. Load application and rack configuration drawings shall be furnished with each rack installation. 3. Plans shall detail rack locations; height and length of each rack; width of aisles; ceiling/roof height; location of exits; and shall detail products, including packaging, shelving, and sprinkler design information. 4. Specify size, spacing, and manufacturer of anchors. 5. High pile storage racks shall comply with <i>International Fire Code</i> (IFC).
<input type="checkbox"/>	<input type="checkbox"/>	R. General Notes
		<ol style="list-style-type: none"> 1. Show locations of hard-wired smoke detectors. 2. Show locations of carbon monoxide detectors. 3. The applicant is required to meet all aspects of building, stormwater, environmental, and land use codes. If additional items are required during preliminary review or during review by plans examiners, the applicant will be notified and the application will be placed on hold until the additional documents are provided.
<input type="checkbox"/>	<input type="checkbox"/>	S. Other items deemed pertinent by the Building Division. (Additional items may be required after review by building and land use officials.)



Land Use Permit Application

For Residential Subdivisions with 5 to 10 Lots

Town of Yacolt, Building Department
202 W Cushman Street, Yacolt Washington 98675
Phone: 360.686.3922 / Fax: 360.686.3853

Land Use Permit No.

Application Date

Subdivision Name

TOWN OF YACOLT CONTACT NAMES & NUMBERS

Name	Phone
Tom Esteb, Public Work Director	360.686.3922
Dawn Salisbury, Town Clerk	360.686.3922

INFORMATION REQUIRED FOR APPLICATION FEE

Provide The Total Number of Residential/Commercial Lots	
Provide Total Infrastructure Development Cost	
Multiply The Development Cost by 0.05 (5%)	
Multiply Number of Lots above by \$150.00	

DEVELOPMENT & LAND USE APPLICATION FEES

Pre-Application Conference Fee.	
Preliminary Subdivision Plan Review Fees – \$4,325.00 + \$150.00 for Each Lot.	
Engineering Plan Review / Inspection Fees – Equal to 5% of Total Cost of Infrastructure.	
Final Plat of Subdivision – Review and Recording of Subdivision Plat.	
Planned Residential Development Plan Review and Field Inspections Fees.	
Fire Department Access, and Water Flow Availability Plan Review Fee. (1)	
Archeological Project Review. (1)	
Development Agreement.	
Critical Area Plan Review Fee. (1)	
(SEPA) Checklist & (EIS) Environmental Impact Study Review Fee. (1)	
Total Development Fees:	

(1) Cost recovery (requires a reimbursement agreement); actual cost of staff, outside consultants, and/or hearing examiner plus 10%. This fee is applicable as part of development reviews (i.e.: preliminary subdivision review / final plat review / SEPA / environmental impact study and archeological reviews, etc.)

IMPACT FEES & SYSTEM DEVELOPMENT FEES

State Surcharge Fee – Per Each Permit		\$6.50
Permit Issuance Fee – Per Each Permit		\$80.00
Fire Impact Fee – New Single Family		
Traffic Impact Fee – New Single Family		
School Impact Fee – New Multi-Family		
School Impact Fee – New Single Family		
Park Impact Fee		

Owner / Authorized Signatory
Print Name:
Date:

**Yacolt Land Use
Permit Application
2018 Version**

SUBMITTAL REQUIREMENTS

- ☐ Land Use Application and Fees
- ☐ Pre-Conference Application Check List
- ☐ Preliminary Subdivision Plat Application & Check List
- ☐ Written Statement of Proposed Development & Plans

CATEGORY OF CONSTRUCTION

- ☐ Residential Subdivision
- ☐ Commercial / Industrial
- ☐ Multi-Family (Apartments and Condos)

JOB SITE INFORMATION & LOCATION

Job Site Address:
City/State/Zip:
County: Bldg./Apt.#
Project Name:
Tax ID Number:
Parcel Number:
Cross Street Name:
Sub-Division: Lot #:

DESCRIPTION OF WORK

PROPERTY OWNER

Name:
Address:
City/State/Zip:
Phone:
Cell:
Email:

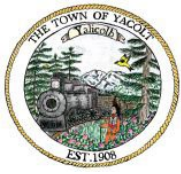
APPLICANT

Name:
Address:
City/State/Zip:
Phone: Fax:
Cell:
Email:

GENERAL CONTRACTOR / DEVELOPER

Business Name:
Address:
City/State/Zip:
Phone: Fax:
Cell:
Email:

the Town of Yacolt directly at 360.686.3922 for a building permit inspection request.



Town of Yacolt, Building Department
202 W Cushman Street, Yacolt Washington 98675
Phone: 360.686.3922 / Fax: 360.686.3853

Building Permit No

Date of Application

Building Permit Application

1 & 2 FAMILY DWELLING

Note: Permit fees are based on the total value of the work performed. Indicate the value (rounded to the nearest dollar) of all equipment, materials, labor, overhead & profit for work indicated on this application.

Total Valuation (From Valuation Table)	
Number of Bedrooms	
Number of Bathrooms	
Total Number of Floors	
Manufactured Home Setup Permit	
Garage Carport Area (sq. ft.)	
Covered Porch Area (sq. ft.)	
Total Living Space Floor Area (sq. ft.)	
Attached Exterior Deck Area (sq. ft.)	
Other Structure Area (sq. ft.)	

COMMERCIAL BUILDINGS

Note: Permit fees are based on the total value of the work performed. Indicate the value (rounded to the nearest dollar) of all equipment, materials, labor, overhead & profit for work indicated on this application.

Total Valuation (From Valuation Table)	
Existing Building Area (sq. ft.)	
New Building Area (sq. ft.)	
Building Height	Number of Stories
Type of Construction	
Existing Occupancy Group(s)	
New Occupancy Group(s)	
Existing Occupancy Load	New OL

NOTICE: All contractors and subcontractors are required to be licensed with Washington State Department of Labor & Industries

BUILDING PERMIT FEES (OFFICE USE ONLY)

Building Permit Fee (per valuation data table)		
Building Plan Review Fee (65% of permit fee)		
Fire/Life/Safety Plan Review Fee (40% of permit)		
Residential Plumbing Permit Fee		
Residential Mechanical Permit Fee		
State Surcharge Fee – Ea. permit	\$6.50	6.50
Permit Issuance Fee – Minimum	\$80.00	80.00
Traffic Impact Fee – New const.	\$2,700.00	
School Impact Fee – New const.	\$5,000.00	
Park Impact Fee – New const.	\$2,300.00	

Total Fees:

Owner / Authorized Representative

Authorized Signatory:

Print Name:

Form Revised 04-

**Yacolt Building
Permit Application
2018 Version**

TYPE OF WORK

- ☐ New Construction
☐ Addition/Alteration/Replacement
☐ Garage/Carport
☐ Other:

CATEGORY OF CONSTRUCTION

- ☐ 1 & 2-Family Dwelling / Accessory
☐ Commercial / Industrial
☐ Multi-Family (Apartments and Condos)

JOB SITE INFORMATION and LOCATION

Job Site Address:	
City/State/Zip:	
County:	Bldg./Apt.#
Project Name:	
Tax ID Number:	
Parcel Number:	
Cross Street Name:	
Sub-Division:	Lot #:
Legal Description:	

DESCRIPTION OF WORK

☐ **PROPERTY OWNER** ☐ **TENANT**

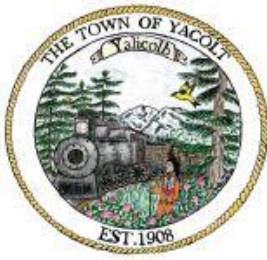
Name:	
Address:	
City/State/Zip:	
Phone:	Fax:
Cell:	Web:
Email:	

☐ **APPLICANT** ☐ **CONTACT PERSON**

Name:	
Address:	
City/State/Zip:	
Phone:	Fax:
Cell:	Web:
Email:	

GENERAL CONTRACTOR / SUB-CONTRACTOR

Business Name:	
Address:	
City/State/Zip:	
Phone:	Fax:
Cell:	Web:
Email:	
License #	



Town of Yacolt Agenda Request

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

Name: Clerk Fields

Group Name:

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

Phone: 360-686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Administrative Decisions on Certain Kinds of Permits

Proposed Meeting Date: May 9, 2022

Action Requested of Council: Discuss future structure of Building Department policies, including the possibility of an Ordinance whereby Town Staff is given authority to issue certain kinds of permits without having to bring those permits before Council

Proposed Motion: None; discussion only

Summary/ Background: In years past, when Council met at least twice per month, every type of permit applied for has been brought before Town Council to be approved. Now Council is only meeting once per month. In the interest of helping our residents get things done without having to wait for those meetings, should Town staff (Mayor, Clerk, Public Works, etc.) be allowed to make approval decisions on certain types of permits (such as for fences, re-siding/re-roofing, paving a driveway, and so on)? If so, where should the line be drawn?

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



Town of Yacolt Agenda Request

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

Name: Public Works Director Gardner

Group Name:

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

Phone: 360-686-3922

Email Address: pwd@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: 6-Year Transportation Improvement Plan Update

Proposed Meeting Date: May 9, 2022

Action Requested of Council: Review the current TIP Plan; offer comments for the upcoming TIP Plan to be updated and presented at the next Town Council Meeting

Proposed Motion: None; discussion only

Summary/ Background: Each year, the Town must update its plan for road improvements to be carried out over the upcoming 6-Year period. The improvements are prioritized by year, and must be budgeted for, whether through grants or the Town's own funds. Our Public Works staff and Town Engineer have been collaborating to update our current plan. Our current (2022-2027) TIP is attached, for review. The final Plan will be presented for approval at our June meeting, to meet the July 1 statutory deadline.

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

Town of Yacolt, Clark County, Washington

Six Year Transportation Improvement Plan

From 2022 to 2027

Public Hearing: July 12, 2021

Adopted July 12, 2021 : Resolution #603

Project Description	Priority	Financing	2022	2023	2024	2025	2026	2027
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.	1	State Funds: \$20,000 Local Funds: \$25,000 Total Funds: \$45,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Yacolt -Town Wide Crack sealing of Yacolt roads Town wide	1	State Funds: \$0 Local Funds: \$45,000 Total Funds: \$45,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -
E. Hoag Street NE Railroad Ave to terminus Pavement preservation	1	State Funds: \$17,575 Local Funds: \$925 Total Funds: \$18,500	\$ 18,500	\$ -	\$ -	\$ -	\$ -	\$ -
South Hubbard E Jones to E Hoag St Pavement preservation	2	State Funds: \$33,900 Local Funds: Total Funds: \$33,900	\$ -	\$ 33,900	\$ -	\$ -	\$ -	\$ -
Parcel Ave #2 W Humphrey St to South Town Limits New pavement	2	Federal Funds: \$257,387 (CDBG) Local Funds: \$25,000 Total Funds: \$282,387	\$ -	\$ 282,387	\$ -	\$ -	\$ -	\$ -
Parcel Ave #1 W Yacolt Rd to W Humphrey St New pavement, curbs and widening	2	State Funds: \$459,905 TIB Local Funds: \$75,000 Total Funds: \$534,905	\$ -	\$ 534,905	\$ -	\$ -	\$ -	\$ -
East Yacolt Rd		State Funds: \$665,420						

N Railroad Ave to E Town Limits New pavement, curbs and drainage	2	(RSTP) Local Funds: \$7,000 Total Funds: 672,420	\$ -	\$ 672,420	\$ -	\$ -	\$ -	\$ -
West Yacolt Rd Pavement preservation 1900 lin. ft.	3	State funds \$ 54,800 (RSTP) Local Funds: \$5,000 Total Funds: \$59,800	\$ -	\$ -	\$ 59,800	\$ -	\$ -	\$ -
Johnson Avenue W. Yacolt Road to W. Humphrey St. New pavement, curbs, sidewalks & drainage	3	Fed Funds : \$ 490,450 (CDBG) Local Funds: \$30,000 Total Funds: \$520,450	\$ -	\$ -	\$ 520,450	\$ -	\$ -	\$ -
E. Farrer Street N. Hubbard to N. Pine Ave. Pavement preservation	4	State Funds : \$ 33,500 Local Funds: \$0 Total Funds: \$33,500	\$ -	\$ -	\$ -	\$ 33,500	\$ -	\$ -
N. Pine Street E. Yacolt Rd. to Dead End Pavement preservation	4	State Funds: \$40,500 Local Funds: \$0 Total Funds: \$40,500	\$ -	\$ -	\$ -	\$ 40,500	\$ -	\$ -
N. Hubbard Road E. Yacolt Rd. to N. Dead End Pavement preservation	4	State Funds: \$0 Local Funds :\$41,900 Total Funds: \$41,900	\$ -	\$ -	\$ -	\$ 41,900	\$ -	\$ -
S. Williams E. Jones St. to E. Humphrey St. New pavement, sidewalks, curbs & drainage	5	Fed. Funds: \$200,860 (CDBG) State Funds: \$16,000 Total Funds: \$216,860	\$ -	\$ -	\$ -	\$ -	\$ 216,860	\$ -
E. Humphrey Street S. Williams Ave. to S. Hubbard Ave. New pavement, curbs, sidewalks and drainage	5	State Funds : \$231,210 Local Funds: \$0 Total Funds: \$231,210	\$ -	\$ -	\$ -	\$ -	\$ 231,210	\$ -
W. Christy Street N. Amboy Road to Dead End at Park New pavement and sidewalks	5	State Funds: \$350,000 Local Funds: \$15,680 Total Funds: \$365,680	\$ -	\$ -	\$ -	\$ -	\$ 365,680	\$ -
Ranck Avenue W. Cushman St. to W. Wilson St. New pavement, curbs & drainage	5	State Funds: \$379,248 Local Funds: \$0 Total Funds: \$379,248	\$ -	\$ -	\$ -	\$ -	\$ 379,248	\$ -

N. Amboy Road W. Jones St. to W. Yacolt Road New pavement, curbs, sidewalks and drainage	5	Fed. Funds : \$380,000 (CDBG) Local Funds: \$6,680 Total Funds: \$386,680	\$ -	\$ -	\$ -	\$ -	\$ 386,680	\$ -
W. Hoag Street S. Railroad Ave. to Dead End New pavement, curbs and drainage	5	State Funds: \$457,163 (CDBG) Local Funds: \$100,000 Total Funds: \$557,163	\$ -	\$ -	\$ -	\$ -	\$ 557,163	\$ -
W. Wilson Street S. Railroad Avenue to Dead End New pavement and curbs	5	State Funds: \$604,000 Local Funds: \$100,760 Total Funds: \$704,760.	\$ -	\$ -	\$ -	\$ -	\$ 704,760	\$ -
W. Humphrey St. S. Railroad Ave. to W. Town Limits New pavement, curbs, and drainage	5	State Funds : \$710,605 Local Funds: \$157,000 Total Funds: \$867,605	\$ -	\$ -	\$ -	\$ -	\$ 867,605	\$ -
Blackmore Avenue W. Humphrey St. to W. Jones Pavement preservation	6	Local Funds: \$8,125 State Funds: \$8,125 Total Funds: \$16,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,250
E. Valley Road S. Hubbard to Dead End Pavement preservation	6	State Funds: \$20,000 Local Funds: \$3,000 Total Funds: \$23,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,000
E. Wilson S. Hubbard to Dead End Pavement preservation	6	State Funds: \$19,000 Local Funds: \$4,700 Total Funds: \$23,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,700
W. Christy Street N. Amboy Road to Dead End Pavement preservation	6	State Funds: \$35,490 Local Funds: \$0 Total Funds: \$35,490	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,490
N. Cedar Avenue E. Yacolt Road to Dead End Pavement preservation	6	State Funds: \$41,900 Local Funds: \$0 Total Funds: \$41,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,900
W. Jones Street W. Town Limits to Railroad Avenue Pavement preservation	6	State Funds: \$0 Local Funds: \$62,790 Total Funds: \$62,790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,790
N. Pine Avenue E. Jones to Dead End Curbs, sidewalks, drainage	6	State Funds: \$144,900 Local Funds: \$0 Total Funds: \$144,900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144,900
W. Bumpski Street S. Parcel to Dead End New pavement, sidewalks, curbs and drainage	6	Fed. Funds: \$130,000 (CDBG) State Funds: \$21,410 Total Funds: \$151,410	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 151,410