

Town of Yacolt
Town Council Meeting / Public Budget
Hearing Agenda
Monday, October 10, 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 9-12-22
- [2.](#) DRAFT Minutes 9-19-22
- [3.](#) DRAFT Minutes 10-3-22

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

- [4.](#) Records Review Update
- [5.](#) Battle Ground School District Interlocal Agreement
- [6.](#) Poured Rubber Project

New Business

- [7.](#) Friends of the Yacolt Library Express
- [8.](#) Rotate Finance Committee

Town Clerk's Report

Public Works Department Report

Attorney's Comments

Citizen Communication

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

Council's Comments

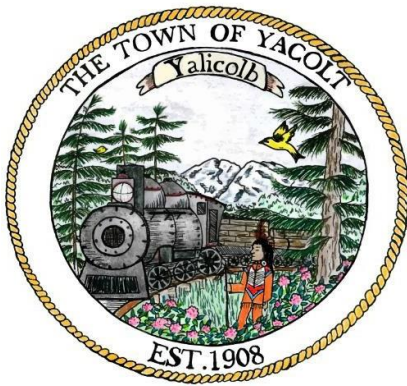
Mayor's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

[9.](#) Executive Session

Adjourn



Town of Yacolt

Town Council Meeting Minutes

Monday, September 12, 2022

7:00 PM

Town Hall

Call to Order

7:00 PM

Flag Salute

Roll Call

Council Members Present: Amy Boget, Joshua Beck, Ronald Homola, Marina Viray

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

Late Changes to the Agenda

Town Park Improvements added as item #7.5

Approve Minutes of 8-8-22 Meeting

Motion: Beck 2nd: Homola

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

Motion Carried

Approve Minutes of 8-29-22 Meeting

Motion: Homola 2nd: Beck

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

Motion Carried

Citizen Communication

None

Unfinished Business

Public Hearing for Battle Ground School Dist. Capital Facilities Plan and Proposed New School Impact Fees

Mayor Listek closed the regular meeting and opened up the Public Hearing at 7:05pm. She then invited LeeAnne Bremer, BGSD Attorney, Michelle Scott, BGSD CFO, and Kevin Jolma, BGSD Director of Facilities, to present a slideshow and explanations of their Capital Facilities Plan and Impact Fee calculation. Bremer mentioned that BGSD's last CFP was in 2014; due to COVID they were slightly

behind schedule for this new one. She said Clark County has passed it on to their board of County Councilors, and the City of Battle Ground will be going over the plan next month. The new Impact Fee amounts they have determined are \$10,760 for single family homes, and \$3,845 per residence for multi-family homes. At the end of their presentation, they took questions. Resident Kandi Peto asked how much of the Impact Fees would be directed specifically to Yacolt's school. Scott answered that not much would – perhaps we'd get a new portable or two. Councilmember Beck asked if the funds are required to be directed to brick and mortar buildings. Jolma answered that the funds can be used also for portables and land acquisition, in order to expand capacity. Councilmember Boget pointed out that Impact fees cannot be used to correct deficiencies in current buildings; they can only be used to add additional classrooms etc., to accommodate forecasted growth. Mayor Listek asked what Yacolt's growth rate is, but Jolma did not know. Councilmember Homola said it seems like school growth is self-regulated. Listek asked if there is any limit to the number of portables a school may have before a new brick and mortar school building is required and the answer was no. When no more questions were posed, Mayor Listek closed the public hearing at 7:50 pm and reopened the regular meeting.

Battle Ground School District Interlocal Agreement Update

Attorney Ridenour is still continuing progress on the Interlocal Agreement and will bring it to a future meeting for a final vote. Boget clarified that the School District may not collect their own Impact Fees. Ridenour also pointed out that the Agreement he is working on will be an enduring agreement and will provide good guidance down the road.

Building Department Resolution #607 Interim Regulations Delegating Authority for Certain Permit Approvals

Attorney Ridenour explained the changes he made to the proposed Resolution following Council's input at the previous meeting, which were mostly clarifications. All permits will be considered building permits unless exempt, and will be complete upon issuance of an Approval Certificate, if not Occupancy Certificate. After a short review, motion was made to adopt the Resolution as it is now written.

Motion: Boget **2nd:** Beck

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

Motion Carried

Vacancy at Council Position #2

Mayor Listek announced that we are still accepting applications through September 30th, and brought up the need to immediately fill the Finance Committee position which was also now vacant. Councilmember Viray nominated Councilmember Homola to serve on the Finance Committee.

Motion: Viray **2nd:** Boget

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

Motion Carried

Records Review Update

Clerk Fields reported that the initial sorting of the records is done, but now comes the real reviewing. So far, there is one full box of records which must be retained here, and another box of records which needs further scrutiny before a decision can be made on whether they must be kept, archived, or destroyed.

New Business

Park Improvements

Mayor Listek asked Council to consider her proposal for poured rubber to be laid around the playground equipment to improve safety by mitigating fall hazards. While Council discussed the idea, along with ideas for additions to the splash pad, Homola asked if a new proposal could be put together which would combine the 3 areas in the original proposal into one big area, eliminating a sizable portion of curbing. Fields offered to get another estimate from the Town Engineer and present that at an upcoming meeting.

Permit Application Review

There was one Permit Application to be reviewed by Council, for a solar power system to be installed on a roof. All elements of the application were complete, and the Building Inspector had given his stamp of approval. Motion was made to approve the permit's issuance.

Motion: Homola

2nd: Beck

Aye: Boget, Beck, Homola, Viray

Nay: 0

Motion Carried

Cemetery Plot Sell-back

Clerk Fields presented that a resident wished to sell back their cemetery plot, which had been purchased for \$250.00 back in 2005. Buy-back of a cemetery plot must be at the price the purchaser paid for it, and requires Council's permission. Motion was made to buy back the plot.

Motion: Homola

2nd: Viray

Aye: Boget, Beck, Homola, Viray

Nay: 0

Motion Carried

Town Clerk's Report

- Working on 2023 Preliminary Proposed Budget; next Monday is the next Budget Meeting
- Working on another PRR; Councilmembers who have not had their laptops searched for responsive records for the Hood PRR are asked to come in this week so that can be completed.
- It's almost time to start planning for the Christmas Tree lighting, which will be Saturday, Dec. 3rd
- Recognized Councilmember Boget for having earned her Certificate of Municipal Leadership

Public Works Department Report

- The embankment slide is done, but will need daily watering for 30 days to ensure that the grass seed will grow well.
- The storm drains are scheduled to be vacuumed out starting in about two weeks.
- Other upcoming projects are patching leaking manholes, painting stripes, and washing signs.

Attorney's Comments

None

Citizen Communication

Ann Van Antwerp pointed out that in the Pledge of Allegiance, there is no pause between “one nation” and “under God”. Philip Van Antwerp stated that people continue to not stop at the intersection of Hubbard and Jones – they simply go around the speedbumps.

Council's Comments

Councilmember Boget asked if the bathrooms at the Town Park could be permanently closed, as the repairs and replacements due to vandalism continue to cost the Town so much. Perhaps at least until the cameras get installed? This opened up a discussion with all Councilmembers about vandalism at all the Town’s parks.

Mayor's Comments

Thanked Gardner and the crew for making the slide a reality, and also thanked everyone who helped with the Market.

Approve to Pay Bills on Behalf of the Town

Motion: Boget **2nd:** Beck

Aye: Boget, Beck, Homola, Viray

Nay: 0

Motion Carried

Executive Session

At 8:52pm, Mayor Listek closed the regular meeting and called for an Executive Session regarding potential litigation. The session was attended by the Mayor and all Councilmembers, as well as the Town Attorney and Town Clerk. It lasted until 9:02, and then the regular meeting was re-convened.

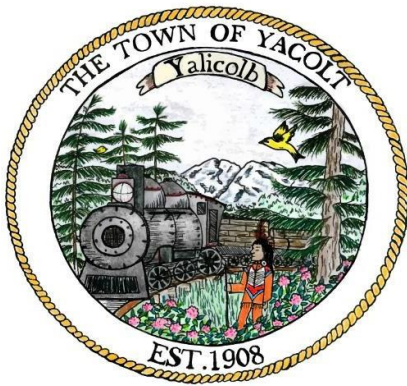
Adjourn

9:02 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt

Town Council Meeting Minutes

Monday, September 19, 2022

6:00 PM

Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

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

Also present: Mayor Katelyn Listek, Public Works Director Terry Gardner, Clerk Stephanie Fields

Late Changes to the Agenda

None

Unfinished Business

None

New Business

Right of Way Permit Review

A Right of Way Permit for Aho Construction to have utility work performed adjacent to the property they will be developing at W. Hoag between Railroad Ave. and Parcel Ave. was reviewed by Council. Attorney Ridenour had helped finish a Right of Way Agreement between the Town and Aho, and after brief discussion, Council moved to approve for the Town to enter into the Agreement with Aho.

Motion: Homola

2nd: Beck

Aye: Beck, Homola, Viray

Nay: 0

Absent: **Boget**

Motion Carried

Note: Councilmember Viray was ill and needed to excuse herself from the remainder of the meeting.

Budget Workshop

Various budgeting items were discussed, including suggestions and timing of projects/purchases, allocation of ARPA funds for different projects and potential budget amendments to correspond with ARPA expenditures, and so on. But due to the lack of quorum at that time, no decisions were made.

Yacolt Town Council Meeting September 19, 2022

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Adjourn

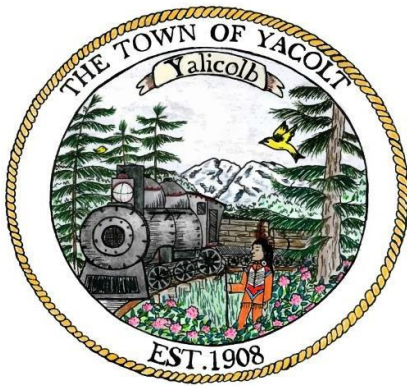
8:06 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____

DRAFT



Town of Yacolt

Town Council Meeting Minutes

Monday, October 3, 2022

6:00 PM

Town Hall

Call to Order

6:00 PM

Flag Salute

Roll Call

Council Members Present: Amy Boget, Joshua Beck, Ronald Homola, Marina Viray

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

Late Changes to the Agenda

None

Executive Session pursuant to RCW 42.30.110(1)(i)

An Executive session was held from 6:03-6:23pm to discuss potential litigation. It was then extended for an additional 15 minutes. The session included Mayor Listek, all attending Councilmembers, Clerk Fields, and Attorney Ridenour. At 6:36pm, the Executive Session was closed and the regular meeting was reopened.

Unfinished Business

Interviewing and Potentially Appointing New Council Member for Position 2

Two applications were taken, but one applicant withdrew before the meeting. And the other applicant did not show for the meeting. So Councilmember Homola moved that we extend the application period through November 14th at 4:00pm, and hold interviews and hopefully appoint a new Councilmember at that time.

Motion: Homola 2nd: Boget

Aye: Boget, Beck, Homola, Viray Nay: 0

Motion Carried

New Business

Budget Workshop

Mayor Listek handed out Revenue comparison/estimate reports to go along with the other budget reports Clerk Fields handed out. Topics discussed were next year's projected revenues including discussion of our property tax levy, wage scales and steps, and the purchase of a new small truck.

Adjourn

8:42 pm

Mayor Katelyn Listek

Clerk Stephanie Fields

Approved by Council vote on _____



Town of Yacolt Agenda Request

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

Name: Clerk Fields

Group Name:

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

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Records Review Update

Proposed Meeting Date: October 10, 2022

Action Requested of Council: none

Proposed Motion: none

Summary/ Background: Review of records for decisions on retention, archiving, or destruction has been ongoing since late July of this year. Clerk Fields will give an update on the status of the project.

Staff Contact(s): Stephanie Fields, Town Clerk/Treasurer
clerk@townofyacolt.com
(360) 686-3922



Town of Yacolt Request for Council Action

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

Name: David W. Ridenour, Town Attorney **Group Name:** Staff
Address: 202 W. Cushman St. **Phone:** (360) 991-7659
P.O. Box 160
Yacolt, WA 98675
Email Address: david@davidridenourlaw.com **Alt. Phone:** Town Clerk (360) 686-3922

ITEM INFORMATION:

Item Title: Interlocal Agreement with the Battle Ground School District for Handling School Impact Fees.

Proposed Meeting Date: October 10, 2022.

Action Requested of Council: Continue review of a proposed Interlocal Agreement with the Battle Ground School District for the collection and handling of school impact fees.

Proposed Motion: None.

Summary/ Background: The Town of Yacolt has been negotiating the terms of an Interlocal Agreement with the Battle Ground School District for the handling of school impact fees that are collected by the Town from new residential building projects. (More information about this process was provided in the Council packets for the Council's September 12, 2022 meeting.)

The School District has reviewed the Town's proposed Agreement and offered the following comments and proposed changes to the contract's language:

1. The 7th and 8th recitals should make it clear that imposition and collection of impact fees is conditioned on the Town adopting a School District CFP, not just the current one.
2. We believe Section 2.1 should be mutual so a similar section should be added to Section 3.
3. We can change the date in Section 2.2. to June 1st.

4. We believe the language about interest being invested is correct.
5. In Section 2.5, we'd like the date to be January 1st.
6. We think Section 3.6 should also require consultation with the District on exemptions similar to language in Section 3.7. And should the code reference be YMC 3.15.270 instead?
7. The amounts in Section 4 are acceptable if the District's proposed fees are adopted.
8. In Section 5.2 the parenthetical should be replaced with ("subject to exceptions from disclosure pursuant to applicable law").
9. In Section 7.1, we think there should still be an obligation of the Town to remit fees it collects if there is no interlocal agreement.
10. In Section 9.2, it should say Superintendent or their designee.
11. We question having Section 12 at all. The Town is in the sole position to collect impact fees on the front end when issuing permits. The District is willing to assist in collection efforts but this should be the obligation of the Town.

Staff will be prepared to discuss these proposals with the Council during the meeting, and invites the Council's comments and direction for responding to the School District.

Attachments:

Yacolt's draft Interlocal Agreement.

Staff Contact(s):

Stephanie Fields, Town Clerk.

Katelyn Listek, Mayor of Yacolt.

David W. Ridenour, Town Attorney

DRAFT

INTERLOCAL AGREEMENT BETWEEN THE BATTLE GROUND SCHOOL DISTRICT #119 AND THE TOWN OF YACOLT FOR THE COLLECTION, DISTRIBUTION, AND EXPENDITURE OF SCHOOL IMPACT FEES

THIS INTERLOCAL AGREEMENT (“*Agreement*”) is by and between the Town of Yacolt, a Washington municipal corporation, (“*Town*” or “*Yacolt*”), and Battle Ground School District No. 119, a Washington municipal corporation, (“*District*”). The Town and the District are collectively referred to as the “*Parties*”.

RECITALS

Whereas, the Washington State Legislature passed the Growth Management Act of 1990 and 1991, Chapter 36.70A RCW, *et seq.* and Chapter 82.02 RCW, *et seq.*, (“*Act*”), which authorizes the collection of impact fees on new growth and development activity for the purpose of having that new growth and development pay a proportionate share of the costs of new facilities required based on that new growth and development;

Whereas, the Act requires that impact fees may only be collected for public facilities which are addressed by a capital facilities element of a comprehensive land use plan;

Whereas, on or about May 3, 1994, the Yacolt Town Council adopted Ordinance No. 352, now codified at Article I of Chapter 3.15 of the Yacolt Municipal Code, (“*YMC*”), for the purposes of implementing the Act for the collection of school impact fees;

Whereas, on August 15, 2016, the Yacolt Town Council adopted Ordinance No. 545, now codified at Article III of Chapter 3.15 of the YMC, for the purposes of implementing a program for the deferral of certain impact fees as required by Section 82.02.050 RCW;

Whereas, the Town has collected and continues to collect school impact fees on behalf of the District;

Whereas, the District periodically prepares capital facilities plans in compliance with the Act for adoption by the District’s School Board;

Whereas, the District has provided to the Town a copy of its Capital Facilities Plan for 2022-2028, adopted May 23, 2022, (“*CFP*”), for consideration and incorporation as a sub-element to the Town’s Comprehensive Plan, based on the need for additional facilities as identified by the District;

Whereas, the Town’s authority to collect and distribute current and future school impact fees is contingent upon the Town’s adoption of the District’s CFP; and,

Whereas, the Town and the District desire to enter into this Agreement under the terms and conditions provided below pursuant to and in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW, for the purposes of administering and distributing authorized school impact fees:

NOW THEREFORE, in consideration of the mutual promises herein, the Parties agree as follows:

AGREEMENT

- 1. GENERAL AGREEMENT.** The Town and the District agree to comply with the terms of this Agreement which govern the collection, distribution, and expenditure of school impact fees.

2. **RESPONSIBILITIES OF THE DISTRICT.** The District, by and through its employees, agents, and representatives, agrees to:

- 2.1 Generally. Comply with Chapter 82.02 RCW, as written or hereafter amended, YMC 3.15, as written or hereafter amended, and with all applicable laws regarding school district impact fees, including without limitation all requirements regarding capital facilities plans, school impact fee schedules, impact fee limitations, use of funds, and refunds.
- 2.2 Submit Capital Facilities Plans for Town Review. Upon the adoption of any capital facilities plan or any update to a previously adopted plan, but in no event later than every six years, the District shall submit to the Town a six-year capital facilities plan or an update to a previously adopted plan, together with a school impact fee schedule and calculations, which meets the requirements of the Act and YMC 3.15 on or before December 1 of the year it is submitted. *[LeAnne – Should this be earlier in the year? Many Interlocal Agreements for SIFs that I’ve seen use April 1. I’ve seen some use May, June or July 1, but I have not seen one go later than that... Does “the year it is submitted” mean the first year the plan is supposed to be effective? If so, the plan is going out for review a year late, isn’t it? (I may be mis-reading or misunderstanding this.) I also think we should break out the target date in a separate sentence...]*
- 2.3 Establish Fund for Deposit of Impact Fees. Authorize Clark County, as Treasurer for the District, to establish a District Impact Fee Fund as a sub-fund of the District’s Capital Projects Funds in which impact fee revenues and interest revenues will be deposited. The fund shall be an interest-bearing fund, and such interest received shall be invested in a manner consistent with the investment policies of the District. The District authorizes the Town to collect school impact fees on behalf of the District and to deposit the impact fees into the District’s Impact Fee Fund described herein. *[LeAnne – Where it says “interest received” shall be invested, don’t we mean to say that the “school impact fees received” shall be invested?]*
- 2.4 Expenditure of Impact Fees. Expend impact fee revenues provided to the District under this Agreement, and all interest proceeds on such revenues, solely for expenditures authorized by Chapter 82.02 RCW, as written or hereafter amended, and by YMC 3.15, as written or hereafter amended, related to facilities identified in the District’s CFP and future updates as adopted by the Town as a sub-element of the capital facilities element of the Town’s Comprehensive Plan.
- 2.5 Annual Report. Prepare a report sufficient to satisfy the requirements of RCW 82.02.070(1), as it exists or may be amended, and submit such report to the Town on or before April 1 of each year, showing the source and amount of all moneys collected, earned or received, and system improvements that were financed in whole or in part by school impact fees. Each District annual report shall be sent to the Town on or before April 1 of each year for the preceding calendar year. *[LeAnne – dates are open for discussion of course.]*
- 2.6 Refunds of Impact Fees. Refund impact fees and interest earned on impact fees which have been disbursed to the District’s Impact Fee Fund when a refund is required under applicable law and documentation in support of such refund, as may be reasonably required by the District, is provided by the Town. Examples of situations where a refund may be required include, without limitation, (1) when the proposed development activity does not proceed and no impact to the District has resulted, unless the District determines that it has

expended or encumbered the fees in good faith prior to the application for a refund, (2) when the impact fees or interest earned on impact fees are not expended or encumbered within the time limits established by law, or (3) when the school impact fee program is terminated.

2.7 Assistance to the Town. Reasonably participate and assist with decisions and actions involving impact fee assessments, credits, appeals, refunds, deferrals, collections and other matters that may arise during the term of this Agreement. Assistance to the Town may include, where reasonably necessary, providing District witnesses or information at the District's expense to defend any administrative or other appeal or challenge of YMC 3.15 or this Agreement.

2.8 Record Keeping. Maintain all accounts and records necessary to ensure proper accounting for all impact fee funds and compliance with this Agreement, the Act, and YMC 3.15, as amended.

3. **RESPONSIBILITIES OF THE TOWN.** The Town, by and through its employees, agents, and representatives, agrees to:

3.1 Review New Capital Facilities Plans. Timely review and take action on the District's CFP, updates to the District's capital facilities plans, and revised impact fee schedules and calculations, consistent with the requirements of Chapter 82.02 RCW, as amended, and YMC 3.15, as amended.

3.2 Collect School Impact Fees. Assess and collect school impact fees pursuant to the District's then current capital facilities plan, as adopted by the Town, and Chapter 3.15 of the Yacolt Municipal Code, as written or hereafter amended, before the issuance of permits as set forth in YMC 3.15.030, unless collection of the school impact fee is deferred pursuant to YMC 3.15, Article III, (Deferral of Impact Fees).

3.3 Segregation of School Impact Fees Collected. Deposit all school impact fees collected on behalf of the District in a Town Fund specifically identified and reserved for the District. Funds received by the Town and attributed to school impact fees which are paid under protest shall not be available for transfer to the District, and shall be held by the Town or County, as is applicable, until the matter underlying said protest has been resolved pursuant to YMC 3.15.060, (Appeals), at which time said impact fees paid under protest shall be distributed according to the resolution of said protest.

3.4 Transfer School Impact Fees to the District. Transfer school impact fees and associated interest earned from the Town's Fund to the Clark County Treasurer for the benefit of the District Impact Fee Fund. The Town shall endeavor to transfer the school impact fees on a monthly basis, on or before the fifteenth of each month, for school impact fees collected during the preceding calendar month.

3.5 Monthly Reports. Distribute reports monthly to the District on the amount of impact fees collected, the person or entity who paid the fees, a description of the property where the development paying the fees is located, the permit number(s) associated with each payment, the interest attributed to the District that month for each contribution, and the name of any project/development and the number and type of units for which school impact fees were paid under protest pursuant to YMC 3.15.060, (Appeals), and the corresponding amount of school impact fees paid under protest.

- 3.6 Review Exemptions. Determine whether exemptions from the payment of impact fees should be made pursuant to YMC 3.15.030-040.
- 3.7 Review Credits and Adjustments. Review any request for credits and/or adjustments as to the required impact fees pursuant to Sections 82.02.060(3), (4), and (5) RCW, as amended, or YMC 3.15.050, as amended, and, in consultation with the District, determine the credits and/or adjustments as to the school impact fees due, if any, and provide the District with documentation and a written decision regarding the same.
- 3.8 Assist the District's Research. Cooperate with the District and assist the District in determining student generation factors of new developments and/or other demographic and development information.
4. **ADMINISTRATIVE FEES.** To cover the Town's administrative costs in collecting and depositing impact fee revenue into the applicable fund, generating monthly and annual reports as required herein, and generally undertaking all appropriate accounting measures, the District agrees to pay to the Town, upon receipt of an acceptable invoice, a flat fee of Ten Dollars, (\$10.00), per month for the Town's reporting requirement, plus Twenty Dollars, (\$20.00), for each impact fee received. The Town agrees to provide an invoice for administrative fees under this Section on at least an annual basis. *[BGSD proposed \$25.00 per month, and \$3.00 per permit. Yacolt proposed \$10.00 per month and \$20.00 per permit.]*
5. **AUDIT.**
- 5.1 Retention of Records. The Parties shall maintain suitable records of all material matters covered by this Agreement in accordance with State records retentions laws.
- 5.2 Availability of Records. Each party's records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review, or audit by the other party. Each party agrees to cooperate with any monitoring or evaluation activities conducted by the other party that pertain to the subjects of this Agreement. Each party agrees to allow the other party to have full access to and the right to examine during normal business hours, all of the subject party's records with respect to all matters covered by this Agreement, (subject to reasonable conditions or restrictions relating to confidential and privileged information or privacy issues). Each party and/or any of its employees, agents, or representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all invoices, materials, payrolls, and records of matters covered by this Agreement. The party requesting the audit shall give at least fifteen (15) days' advance notice to the other party of fiscal audits being requested.
- 5.3 Public Records Act. The results and records of any such audit shall be maintained and disclosed in accordance with Chapter 42.56 RCW.
- 5.4 Survival of Obligations. Duties owed under this Section shall not be diminished or extinguished by the prior termination of this Agreement pursuant to Section 7.
6. **DURATION OF AGREEMENT.** This Agreement shall remain in effect until terminated pursuant to Section 7 of this Agreement.
7. **TERMINATION OF AGREEMENT.**

- 7.1 Generally. The obligation to collect impact fees under this Agreement may be terminated without cause by the Town or the District, in whole or in part, at any time. All other obligations under this Agreement shall remain in effect until both of the following conditions have been satisfied: (1) the Town or the District provide written notice that this Agreement is being terminated; and (2) neither the District nor the Town on behalf of the District retain unexpended or unencumbered impact fees and interest earned thereon.
- 7.2 Survival of General Rights and Remedies. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or by law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.
- 7.3 Survival of Rights and Obligations for Indemnification. The obligations under Section 8, (Indemnification), shall be continuing and shall not be diminished or extinguished by the termination of this Agreement.

8. INDEMNIFICATION.

- 8.1 Generally. Each party will protect, save, and hold harmless the other party, and its officers, agents, and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of the indemnifying party, its assigns, agents, contractors, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement. Each party further agrees to defend the other party and its authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the other party or its authorized agents and employees. PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of each party and their agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the indemnifying party's concurrent negligence. The District specifically agrees to defend and hold the Town harmless from any claims, actions, costs, damages or expenses of any nature including the costs of legal defense in the event that any action is brought challenging the authority, validity, legality, or constitutionality of school impact fees charged or to be charged under this Agreement or Chapter 3.15 of the Yacolt Municipal Code. No liability shall attach to the District or the Town by reason of entering into this Agreement except as expressly provided herein.
- 8.2 Mutual Waiver of Immunity. Each party specifically agrees to indemnify and hold harmless the other party from any and all bodily injury claims brought by its employees. For this purpose, the District and the Town, by mutual negotiation, hereby expressly waive, as to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This Section does not purport to require that either party indemnify the other against liability for damages arising out of bodily injuries to person or damages caused by or resulting from the negligence of the party that would otherwise be entitled to indemnity under this provision, or its elected officials, officers, employees, and agents.
- 8.3 Attorneys' Fees and Costs. In the event either party incurs attorneys' fees, costs, or other legal expenses to enforce the provisions of this Section against the other party, all such

fees, costs, and expenses shall be recoverable by the prevailing party. The indemnifying party shall be responsible for the reasonable attorneys' fees and costs of the indemnified party, including all fees of attorneys and experts, and other costs and expenses incurred in good faith. In addition, the indemnified party shall be entitled to recover compensation for all of its in-house expenses (including materials and labor) consumed in its defense.

9. **ADMINISTRATION.** The Parties designate the following as their representatives responsible for administering the terms of this Agreement:

9.1 For the Town: The Town's Mayor.

9.2 For the District: The District's Superintendent.

10. **NOTICES AND PAYMENTS.** Notices, payments 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, to the addresses set forth in this Section. All notices shall be deemed given on the day such notice is personally served or emailed, and three (3) days after the date such notice is mailed by first-class mail. The name and address to which notices shall be directed may be changed by a party by giving the other party notice of such change as provided in this Section.

10.1 If to the Town:

Town of Yacolt
Attn: Town Clerk

202 W. Cushman Street
Yacolt, Washington 98675

Phone: 360-686-3922
E-mail: clerk@townofyacolt.com

10.2 If to the District:

Battle Ground School District
Attn: Superintendent

11104 N.E. 149th Street
Brush Prairie, WA 98606

E-mail: [REDACTED]
Phone: 360-885-5300

11. **RELATIONSHIP TO EXISTING LAWS.** In meeting the commitments encompassed in this Agreement, the Parties will comply with the requirements of the Open Public Meeting Act, State Environmental Policy Act, annexation statutes and other applicable State or local law. The ultimate authority for land use and development decisions in Yacolt is retained by the Town. By executing this Agreement, the District and the Town do not purport to abrogate the decision-making responsibilities vested in them by law.

12. **LIMITATIONS OF LIABILITY.** The Parties acknowledge that the Town is vested with the authority to impose and collect school impact fees. The Parties agree that the Town shall in no

event be liable to the District for the payment of money in connection with the school impact fee program with the exception of remitting to the District the impact fees collected for the District and the interest earned thereon.

If the Town erroneously fails to collect school impact fees as required under YMC 3.15 or otherwise, then the Town shall make an attempt to collect such fees under processes allowed by the YMC or other applicable law. If the Town is unsuccessful in collecting such school impact fees, the Town shall notify the District, and the District shall be responsible for further collection actions. In such a case, the Town shall provide to the District all information related to the development for which the fee was not collected and the Town's subsequent efforts to collect the fee.

13. COMPLIANCE WITH THE INTERLOCAL COOPERATION ACT. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW. The Agreement includes the following elements:

- 13.1 Duration of Agreement. The duration of this Agreement is set forth in Section 6.
- 13.2 No Separate Entity - Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Agreement. The Parties shall administer the performance of this Agreement through their administrators as identified in Section 9.
- 13.3 Purpose of Agreement. The purpose of this Agreement is to describe the rights and obligations of the Parties with regard to the collection, distribution, and expenditure of school impact fees within the Town of Yacolt.
- 13.4 Manner of Financing. The Agreement will not require financing of any kind. Each party shall be responsible for budgeting any projected and actual financial impacts from the activities described in this Agreement in its own budgets.
- 13.5 Termination of Agreement. This Agreement may be terminated as set forth in Section 7.
- 13.6 Disposition of Property. No real property will be acquired, held, used, or disposed of in connection with this Agreement. The disposition of personal property and money to be collected, transferred and spent pursuant to this Agreement is described in Section 2, Section 3, and other sections of this Agreement.
- 13.7 Document Execution, Filing and Effective Date. The Parties agree to execute two (2) originals of this Agreement by authorized signature(s) of the necessary official(s) of each party. An executed original of this Agreement shall either be recorded with the Clark County Auditor or posted on each party's web site as required by Section 39.34.040 RCW. Upon execution by the Parties and compliance with Section 39.34.040 RCW, each signed original Agreement shall constitute an enforceable Agreement that is binding upon the Parties. The Agreement shall therefore be effective upon recording with the Clark County Auditor.

14. DISPUTE RESOLUTION. The Parties are committed to working cooperatively in resolving all matters related to this Agreement and achieving its intent and purpose. If a dispute should arise, then the Parties agree to meet on an informal basis and try to resolve the matter. If the Parties are unable to resolve their dispute on an informal basis, then the Parties shall be free to pursue any remedies to which they are entitled, including formal litigation of any kind.

15. **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 proceedings, as well as the prevailing party's costs and disbursements, whether in trial, appellate or bankruptcy courts.
16. **GOVERNING LAW AND VENUE.** This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Washington. Any action to enforce the provisions of this Agreement shall be brought in the court(s) of competent jurisdiction of Clark County, Washington.
17. **ENTIRE AGREEMENT.** The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings or other agreements not incorporated herein are excluded.
18. **WAIVER.** The waiver of any default, term or condition of this Agreement shall not be deemed to be a waiver of any other or subsequent default, term or condition. Waiver or breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Town and the District, which shall be attached to the original Agreement.
19. **AMENDMENTS.** This Agreement may be amended only by an instrument in writing that is formally approved and executed by the Parties.
20. **ASSIGNMENT.** No party hereto shall assign its rights or obligations under this Agreement without the prior written consent of the other party.
21. **SEVERABILITY.** In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid or unenforceable, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid or unenforceable term, condition or application. To this end the terms and conditions of this Agreement are declared severable.
22. **NONDISCRIMINATION.** There shall be no discrimination against any employee or independent contractor paid by any funds which are the subject of this Agreement or against any applicant for such employment because of race, religion, color, sex, age, sexual orientation, handicap, or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

The District and any independent contractor paid by funds which are the subject of this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended.

23. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed by the Parties.
24. **NO RIGHTS CONVEYED TO OTHER PARTIES.** It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and conveys no right to any other party.
25. **ADDITIONAL DOCUMENTS.** The Parties agree to cooperate fully and execute any and all

supplemental documents which are reasonably necessary and to take all additional actions which are reasonably necessary and appropriate to give full force and effect to the basic terms and intent of this Agreement.

26. **TIME OF THE ESSENCE.** Both Parties recognize that time is of the essence in the performance of the provisions of this Agreement.
27. **SECTION HEADINGS.** Section and subsection headings contained in this Agreement are included solely for the convenience of the reader, and are not intended to be a part of this Agreement.

IN WITNESS WHEREOF, the Town and the District have executed this Agreement on the dates indicated below.

“Town”

The Town of Yacolt, a Washington municipal corporation:

DRAFT

Katelyn J. Listek, Mayor

Date

Attest:

Stephanie Fields, Town Clerk

Date

Approved as to form only:

David W. Ridenour, Town Attorney

“District”

Battle Ground School District No. 119, a Washington municipal corporation:

Denny Waters, Superintendent

Date

Mark Watrin, President, Board of Directors

Date

Approved as to form only:

LeAnne M. Bremer, District Attorney

Date



Town of Yacolt Request for Council Action

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

Name: Mayor Listek

Group Name:

Address: 202 W. Cushman St.

Phone: (360) 686-3922

Yacolt, WA 98675

Email Address: mayorlistek@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Poured Rubber for Town Park

Proposed Meeting Date: October 10, 2022

Action Requested of Council: Consider whether you would want to do the poured rubber project in the Town Park using the original plan (with 4 separate small areas – one around each playset) or the revised plan (with one area around the merry-go-round and one large area around all the playsets).

Proposed Motion: “I move that we move forward with the (original/revised) plan and have our Town Engineer create a project manual so that we can put out a call for bids on this project.”

Summary/ Background: Council was presented with this project some months ago, but they asked for an estimate to pour one large area where the playsets are, eliminating much of the curbing on the original bid. We now have that estimate.

Staff Contact(s): Clerk Stephanie Fields

Mayor Katelyn Listek

clerk@townofyacolt.com

mayorlistek@townofyacolt.com

(360) 686-3922

OPTION 1 QUANTITIES (4 SURFACES)

Bid No.	Bid Item	Bid Quantity	Unit Bid Price	Bid Amount
001	SPCC PLAN (SS 1-07.15(1))	1 LS	\$ 300.00	\$ 300.00
002	MOBILIZATION (SS 1-09.7)	1 LS	\$ 12,500.00	\$ 12,500.00
003	EXCAVATION, EMBANKMENT, AND GRADING INCL. HAUL (SS 2-09.5)	77 CY	\$ 50.00	\$ 3,850.00
004	CEMENT CONCRETE CURB (SP 6-02.5)	402 LF	\$ 50.00	\$ 20,100.00
005	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL (SP 6-02.5)	5 CY	\$ 100.00	\$ 500.00
006	TOPSOIL, TYPE A (SP 8-02.5)	700 SY	\$ 20.00	\$ 14,000.00
007	SEEDING AND FERTILIZING (SP 8-02.5)	700 SY	\$ 8.00	\$ 5,600.00
008	POUR IN PLACE SAFETY SURFACING SYSTEM (SP 8-31.5)	2890 SF	\$ 27.00	\$ 78,030.00
009	CRUSHED SURFACING TOP COARSE (SS 9-03.9(3))	68 TN	\$ 60.00	\$ 4,080.00

\$ 138,960.00

 Engineer's Signature

 Date

OPTION 2 QUANTITIES (2 SURFACES)

Bid No.	Bid Item	Bid Quantity	Unit Bid Price	Bid Amount
001	SPCC PLAN (SS 1-07.15(1))	1 LS	\$ 300.00	\$ 300.00
002	MOBILIZATION (SS 1-09.7)	1 LS	\$ 12,500.00	\$ 12,500.00
003	EXCAVATION, EMBANKMENT, AND GRADING INCL. HAUL (SS 2-09.5)	106 CY	\$ 50.00	\$ 5,300.00
004	CEMENT CONCRETE CURB (SP 6-02.5)	300 LF	\$ 50.00	\$ 15,000.00
005	REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL (SP 6-02.5)	5 CY	\$ 100.00	\$ 500.00
006	TOPSOIL, TYPE A (SP 8-02.5)	600 SY	\$ 20.00	\$ 12,000.00
007	SEEDING AND FERTILIZING (SP 8-02.5)	600 SY	\$ 8.00	\$ 4,800.00
008	POUR IN PLACE SAFETY SURFACING SYSTEM (SP 8-31.5)	4130 SF	\$ 27.00	\$ 111,510.00
009	CRUSHED SURFACING TOP COARSE (SS 9-03.9(3))	96 TN	\$ 60.00	\$ 5,760.00

\$ 167,670.00

 Engineer's Signature

 Date

TOWN OF YACOLT
CLARK COUNTY, WASHINGTON
PROJECT NO. 0005-19
YACOLT PARK IMPROVEMENTS



VICINITY MAP
SCALE: NTS



SITE MAP
SCALE: NTS

PROPERTY INFORMATION

409 W JONES STREET
YACOLT, WA 98675
LOCATED IN THE NW AND THE NW ¼ OF SECTION 2 T. 4 N., R. 3 E., W.M.
TOWN OF YACOLT,
CLARK COUNTY, WASHINGTON

BENCHMARK

HORIZONTAL DATUM:
NAD 83 (2011)
WASHINGTON STATE PLANE COORDINATE SYSTEM,
SOUTH ZONE, US SURVEY FEET, BASED ON REAL TIME KINEMATIC
CORRECTIONS FROM THE WASHINGTON STATE REFERENCE NETWORK.

VERTICAL DATUM:
NAVD 88 (GEOID 2012B) BASED ON REAL TIME KINEMATIC CORRECTIONS
FROM THE WASHINGTON STATE REFERENCE NETWORK.

PROJECT ENGINEER

JACKSON CIVIL ENGINEERING, LLC
CONTACT: DEVIN JACKSON, P.E.
PO BOX 1748
704 E MAIN ST, STE 103
BATTLE GROUND, WA 98604-4687
P: (360) 723-0381
WWW.JACKSONCIVIL.COM

CLIENT/OWNER

TOWN OF YACOLT
202 W. CUSHMAN STREET
YACOLT, WA 98675

PROJECT PURPOSE

IMPROVEMENT TO EXISTING PLAYGROUND. INSTALLATION OF CURB
TO CONTAIN FUTURE PLAY AREA MATERIAL.

Sheet List Table

Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL NOTES AND LEGEND
C050	EROSION AND TEMPORARY SEDIMENT CONTROL
C055	EROSION AND TEMPORARY SEDIMENT CONTROL DETAILS
C100	YACOLT PARK CURB
C150	CURB DETAILS

NOT FOR CONSTRUCTION

DRAWN BY: D.N.

CHECKED BY:

DATE:

JOB NUMBER

0005-19

SHEET

C000

JACKSONCIVIL
PO BOX 1748
704 E MAIN ST, STE 103
BATTLE GROUND, WA
98604-4687
P: (360) 723-0381
WWW.JACKSONCIVIL.COM

YACOLT PARK IMPROVEMENTS
YACOLT WASHINGTON





















































COVER SHEET

GENERAL NOTES


1. BEFORE ANY CONSTRUCTION OR DEVELOPMENT ACTIVITY, A PRE-CONSTRUCTION MEETING MUST BE HELD BETWEEN THE TOWN OF YACOLT, TOWN ENGINEER, AND CONSTRUCTION REPRESENTATIVES.
2. THE CONTRACTOR SHALL FURNISH ALL WORK AND MATERIALS NECESSARY TO COMPLETE THIS PROJECT. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE MOST RECENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE 2022 WSDOT STANDARD SPECIFICATIONS.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW ALL OF THE DOCUMENTS ASSOCIATED WITH THE PROJECT WORK SCOPE PRIOR TO THE INITIATION OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT WITH THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE CODES, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER IN WRITING PRIOR TO THE START OF CONSTRUCTION. FAILURE BY THE CONTRACTOR TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE ACCEPTANCE OF FULL RESPONSIBILITY BY THE CONTRACTOR TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DOCUMENTS AND IN FULL COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS AND CODES.
4. THERE SHALL BE NO ALTERATION OR VARIANCE FROM THE APPROVED PLANS WITHOUT PRIOR APPROVAL OF THE PROJECT ENGINEER.
5. PROPERTY AND RIGHT-OF-WAY LINES SHOWN ARE APPROXIMATE. THESE PLANS DO NOT CONSTITUTE A BOUNDARY SURVEY.
6. THE LOCATIONS, DEPTHS, AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN ARE COMPILED FROM AVAILABLE AS-BUILT DRAWINGS AND/OR FIELD SURVEYS. THE ENGINEER, UTILITY COMPANIES AND WSDOT DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. ADDITIONAL UTILITIES MAY EXIST WITHIN THE WORK AREA.
7. THE LOCATION OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY VERTICAL ELEVATION AND HORIZONTAL LOCATION PRIOR TO START OF WORK (POTHOLE BEFORE DAGING IF NECESSARY). NOTIFY ENGINEER OF ANY DISCREPANCIES OF DEPTH, LOCATION, OR MATERIAL TYPE PRIOR TO CONSTRUCTION.
8. THE CONTRACTOR SHALL MAKE PROVISIONS TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECTED DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY DAMAGED UTILITIES USING MATERIALS AND METHODS APPROVED BY THE UTILITY OWNER. NO SERVICE INTERRUPTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE UTILITY PROVIDER.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL THROUGH PROJECT SITE IN CONFORMANCE WITH PLANS AND SPECIFICATIONS, THE LATEST EDITION OF MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND SECTION 1-10 OF THE WSDOT STANDARD SPECIFICATIONS. CONTRACTOR SHALL MAINTAIN LOCAL ACCESS FOR OWNERS NEAR PROJECT SITE. PRIOR TO STARTING WORK CONTRACTOR SHALL PROVIDE A PROJECT SPECIFIC TRAFFIC CONTROL PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL. NO WORK SHALL BE PERFORMED PRIOR TO APPROVED TRAFFIC CONTROL PLANS. PLANS SHALL BE SUBMITTED A MINIMUM OF 3 DAYS PRIOR TO WORK.
10. THE CONTRACTOR SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED CONSTRUCTION PLANS ON SITE.
11. CONTRACTOR SHALL MAINTAIN BENCHMARKS, PROPERTY CORNERS, AND MONUMENTS. IF POINTS ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER, AND IF REQUIRED BY WAC 332-120-040, THE CONTRACTOR SHALL PAY FOR REPLACEMENT BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET PROPERTY CORNERS AND OTHER SUCH MONUMENTS.
12. CONTRACTOR SHALL WORK TO PRESERVE ALL TEMPORARY SURVEY CONTROL POINTS, TEMPORARY BENCHMARKS, TEMPORARY GRADE STAKES, AND OTHER REFERENCE POINTS FOR AS LONG AS THEY ARE NEEDED FOR CONSTRUCTION ACTIVITIES.
13. MAINTENANCE OF THE WORK AREA AND APPROACH ROADS ARE THE RESPONSIBILITY OF THE CONTRACTOR. WORK AREA AND APPROACH ROADS SHALL BE CLEAN AND FREE FROM OBSTRUCTIONS, HAZARDS, DEBRIS, AND TRASH AT ALL TIMES.
14. DEBRIS SHALL NOT BE BURIED OR STOCKPILED ON SITE. ALL DEMOLITION WASTE AND DEBRIS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS. THE CONTRACTOR SHALL MAINTAIN RECORDS TO DEMONSTRATE PROPER DISPOSAL ACTIVITIES AND BE PROVIDED TO THE PROJECT ENGINEER.
15. CONTRACTOR SHALL MONITOR THE HAULING OF DEBRIS TO INSURE ALL SPILLAGE FROM TRUCKS IS PROMPTLY AND COMPLETELY REMOVED AND CLEANED UP.
16. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER FORTY-EIGHT (48) HOURS PRIOR TO ANY STAGED INSPECTION OR TESTING.
17. ANY INSPECTION BY LOCAL, STATE, FEDERAL AGENCY, OR PROJECT ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE APPLICABLE PLANS, CODES, REGULATIONS, STANDARDS, AND PROJECT CONTRACT DOCUMENTS.
18. EFFECTIVE EROSION CONTROL IS REQUIRED. EROSION CONTROL DEVICES MUST BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE APPROVED BY THE TOWN OF YACOLT.
19. PROPERTY DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED. GRASS, SHRUBS, FLOWERS, BARK DUST, EXISTING SIGNS, PAVEMENT MARKINGS, MAILBOXES, FENCING, ETC. DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE RE-ESTABLISHED, REINSTALLED OR REPLACED, WITH LIKE KIND AND MATERIAL.
20. EFFECTIVE CONSTRUCTION STORMWATER CONTROL IS REQUIRED. CONSTRUCTION STORMWATER SHALL BE CONTROLLED WITHIN SITE AND SHALL BE ROUTED SO THAT ADJACENT PRIVATE PROPERTY, PUBLIC PROPERTY, AND THE RECEIVING SYSTEM ARE NOT ADVERSELY IMPACTED. THE PROJECT ENINGEER AND/OR TOWN OF YACOLT MAY AT ANY TIME ORDER CORRECTIVE ACTION AND STOPPAGE OF WORK TO ACCOMPLISH EFFECTIVE STORM WATER CONTROL.
21. JOB SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
22. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT

















- "REDLINE DRAWINGS" TO THE PROJECT ENGINEER. "REDLINE DRAWINGS" DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS; THEY ALSO RECORD A DESCRIPTION OF CONSTRUCTION MATERIALS ACTUALLY USED (PIPE MATERIAL, CONCRETE, ECT.).
23. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIEMENT, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH, AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACTOR. ANY WORK WITHIN THE TRAVELED RIGHT-OF-WAY THAT MAY INTERRUPT NORMAL TRAFFIC FLOW SHALL REQUIRE AT LEAST ONE FLAGGER FOR EACH LANE OF TRAFFIC AFFECTED. SECTION 1-07.23 "TRAFFIC CONTROL", OF THE WSDOT STANDARD SPECIFICATIONS SHALL APPLY IN ITS ENTIRETY.
24. IF ANY CULTURAL RESOURCES AND/OR HUMAN REMAINS ARE DISCOVERED IN THE COURSE OF UNDERTAKING THE DEVELOPMENT ACTIVITY, THE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION IN OLYMPIA SHALL BE NOTIFIED. FAILURE TO COMPLY WITH THESE STATE REQUIREMENTS MAY CONSTITUTE A CLASS C FELONY, SUBJECT TO IMPRISONMENT AND/OR FINES.
25. WORK PROVIDED FOR UNDER THE PROJECT SHALL INCLUDE THE REPAIR OF EXISTING FACILITIES (ROADS, SIDEWALKS, ETC.) AS MAY BE NECESSARY, IN THE PROJECT ENGINEER'S OPINION, TO OVERCOME DETERIORATION OR DAMAGE WHICH OCCURRED AS A RESULT OF THE PERFORMANCE OF WORK AUTHORIZED BY THE PROJECT. CORRECTIVE WORK SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.
26. DUST SHALL BE CONTROLLED WITHIN THE DEVELOPMENT DURING CONSTRUCTION AND SHALL NOT BE PERMITTED TO DRIFT ONTO ADJACENT PROPERTIES.

CIVIL LEGEND

EXISTING		PROPOSED		EXISTING		PROPOSED	
DECIDUOUS TREE				STORM SEWER CLEAN OUT			
CONIFEROUS TREE				STORM SEWER AREA DRAIN			
FIRE HYDRANT				STORM SEWER MANHOLE			
WATER BLOWOFF				GAS METER			
WATER METER				GAS VALVE			
WATER VALVE				GUY WIRE ANCHOR			
DOUBLE CHECK VALVE				POWER POLE			
AIR RELEASE VALVE				POWER VAULT			
SANITARY SEWER CLEAN OUT				POWER JUNCTION BOX			
SANITARY SEWER MANHOLE				POWER PEDESTAL			
SIGN				COMMUNICATIONS VAULT			
STREET LIGHT				COMMUNICATIONS JUNCTION BOX			
MAILBOX				COMMUNICATIONS RISER			

ABBREVIATIONS					
TC	TOP OF CURB	P.O.B.	POINT OF BEGINNING	EL	ELEVATION
BC	BOTTOM OF CURB	P.O.E.	POINT OF ENDING	STA	STATION
TP	TOP OF PAVEMENT	P.O.R.B.	POINT OF RADIUS BEGINNING	TYP	TYPICAL
PC	POINT OF CURVATURE	P.O.R.E	POINT OF RADIUS END		
PT	POINT OF TANGENT	A.P.	ANGLE POINT		

EXISTING		PROPOSED	
CONCRETE SIDEWALK			

EXISTING		PROPOSED	
SIDEWALK			
CURB			
EDGE OF PAVEMENT			
EASEMENT			
FENCE LINE			
SEDIMENT FENCE			
MAJOR CONTOUR			
MINOR CONTOUR			

GENERAL NOTES AND LEGEND

YACOLT PARK IMPROVEMENTS

WASHINGTON

YACOLT

JACKSONCIVIL

PO BOX 1748
704 E MAIN ST, STE 103
BATTLE GROUND, WA
98604-4687

P: (360) 723-0381
WWW.JACKSONCIVIL.COM

DRAWN BY: D.N.
CHECKED BY:

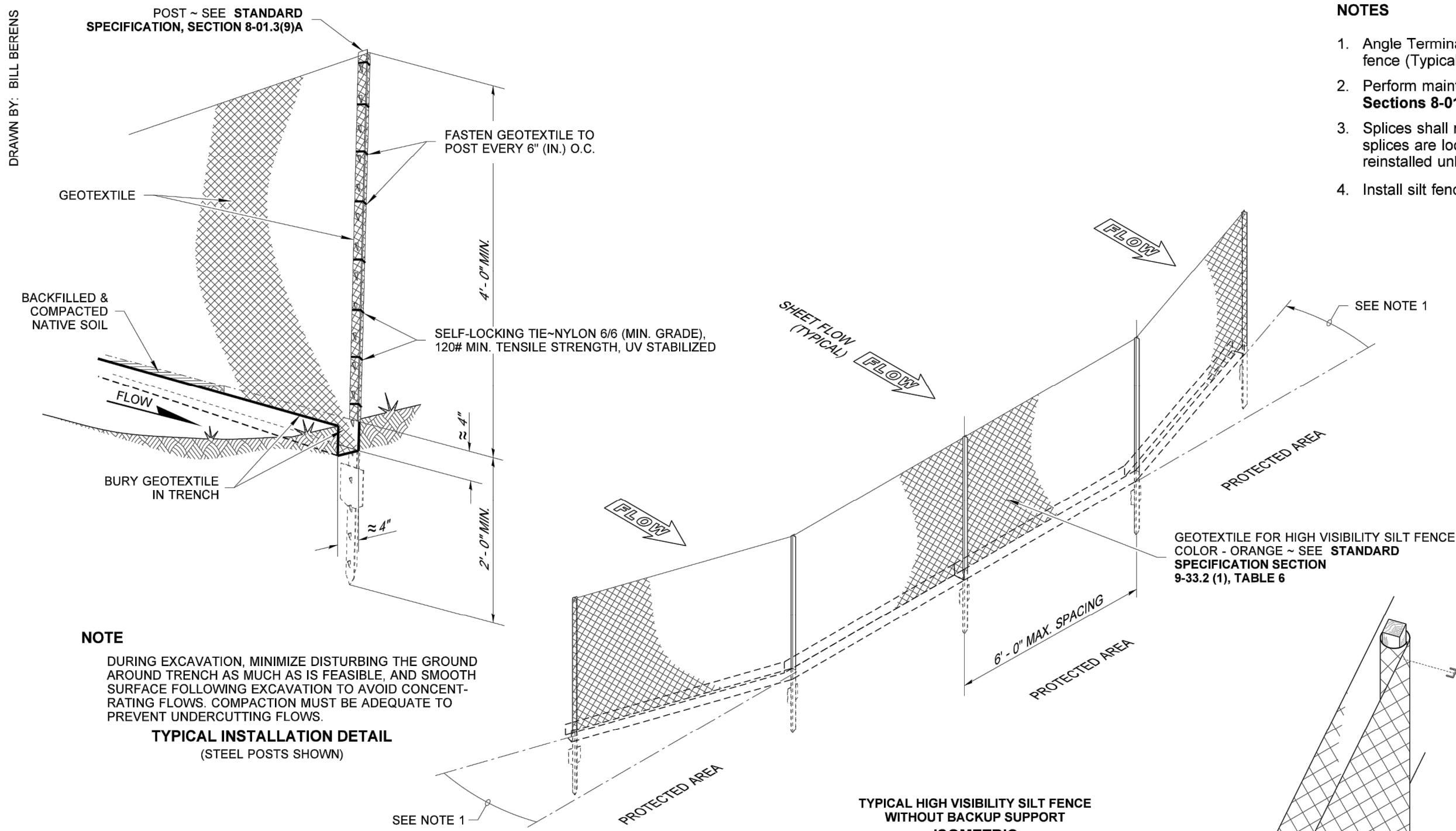
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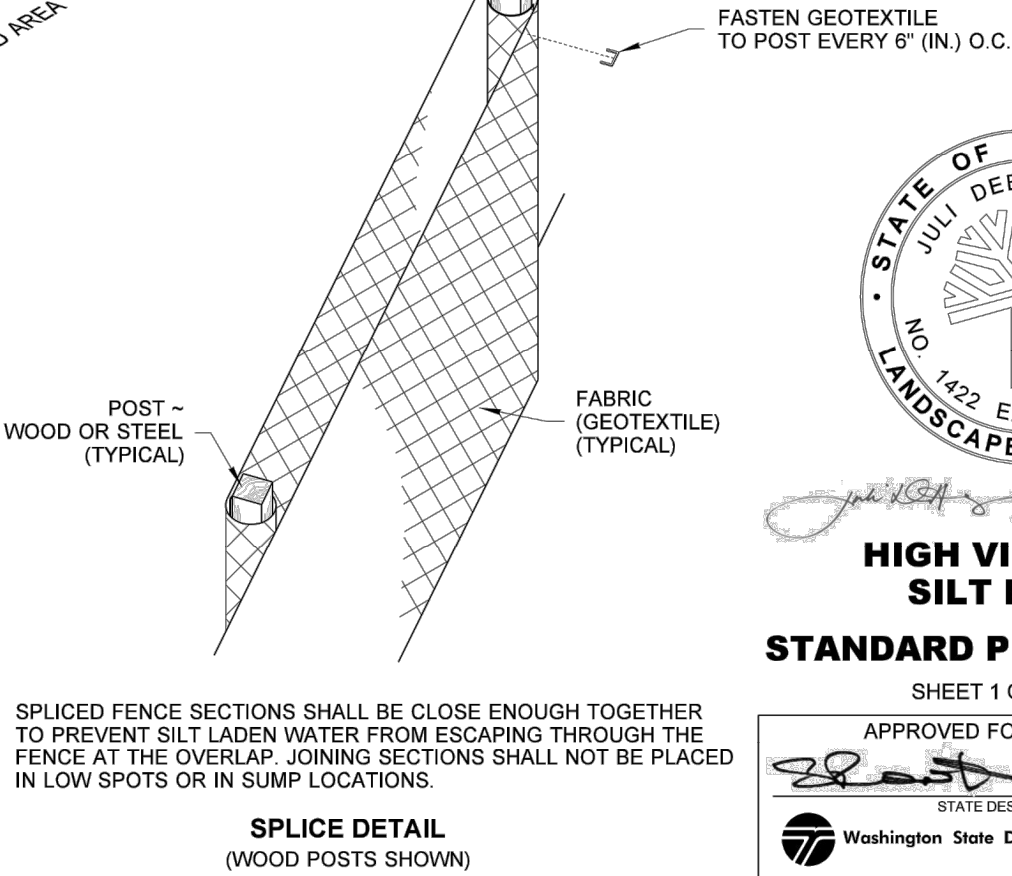
- NOTES
1. Angle Terminal end uphill 24\"/>

NOTE

DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.

TYPICAL INSTALLATION DETAIL
(STEEL POSTS SHOWN)

TYPICAL HIGH VISIBILITY SILT FENCE WITHOUT BACKUP SUPPORT ISOMETRIC
(STEEL POSTS SHOWN)



HIGH VISIBILITY SILT FENCE

STANDARD PLAN I-30.17-01

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Bank, Steve
Jun 12 2019 7:42 AM

STATE DESIGN ENGINEER

Washington State Department of Transportation

NOT FOR CONSTRUCTION

DRAWN BY: D.N.
CHECKED BY:
DATE:
JOB NUMBER 0005-19
SHEET C055

JACKSONCIVIL

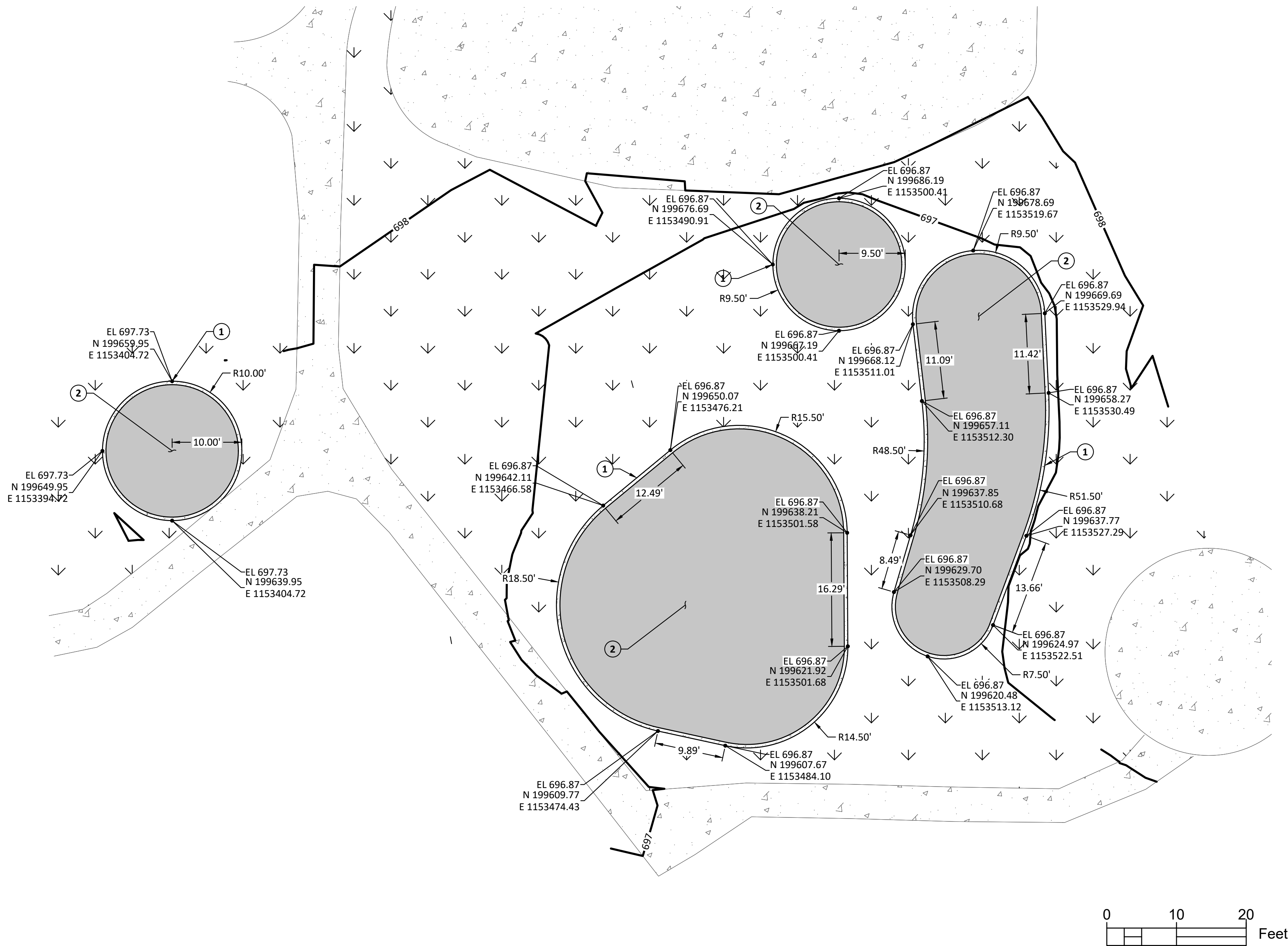
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YACOLT PARK IMPROVEMENTS

YACOLT WASHINGTON

**EROSION AND TEMPORARY
SEDIMENT CONTROL DETAILS**



GENERAL CONSTRUCTION NOTES

1. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, AS NECESSARY, DURING CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL EXISTING PLAYGROUND EQUIPMENT DURING CONSTRUCTION. ANY UTILITIES AND/OR PLAYGROUND EQUIPMENT DAMAGED DURING CONSTRUCTION SHALL BE REPLACED AND REFURBISHED WITH NEW AND LIKE-KIND MATERIAL AT CONTRACTOR'S EXPENSE.
2. MAXIMUM SLUMP FOR CONCRETE SHALL BE 5 1/2 " FOR ALL CONCRETE CURBS. CONTRACTOR SHALL NOT PLACE CONCRETE DURING RAIN EVENTS. CONTRACTOR SHALL NOT PLACE CONCRETE IN ANY FORM UNTIL THE ENGINEER HAS ACCEPTED IT AT THE PLACEMENT.
3. CONTRACTOR SHALL PROTECT EXISTING SURVEY MONUMENT. IN THE EVENT EXISTING MONUMENT IS DAMAGED OR DESTROYED A NEW MONUMENT SHALL BE SET AT CONTRACTOR'S EXPENSE BY A LICENSED SURVEYOR.
4. CONTRACTOR AND ENGINEER SHALL ACCEPT SUB-BASE COMPACTION IN WRITING PRIOR TO THE INSTALLATION OF AGGREGATE.
5. THE BASE AGGREGATE SHOULD CONSIST OF A MINIMUM OF FOUR INCHES (4") OF ¾" CLASS 2 AGGREGATE COMPACTED TO 95%. FINISH SLOPE OF POROUS AGGREGATE SHOULD NOT VARY MORE THAN A QUARTER INCH (¼") IN TEN FEET (10').
6. A URETHANE PRIMER SHOULD BE APPLIED TO CONCRETE, ASPHALT, OR WOOD SURFACES AT A RATE OF 200-350 SQUARE FEET PER GALLON. THE ENTIRE AREA DOES NOT NEED TO BE PRIMED AT ONCE, INSTEAD, PRIME ABOUT 700 SQUARE FEET AT A TIME IN IMMEDIATE ADVANCE OF RUBBER INSTALLATION. THE URETHANE PRIMER SHOULD BE APPLIED TO ANY PLAYGROUND EQUIPMENT THAT WILL BE SURROUNDED BY THE POURED IN PLACE SAFETY SURFACING SYSTEM.
7. THE COMPONENTS OF THE POURED IN PLACE SAFETY SURFACING SHOULD BE MIXED ONSITE IN A MIXER TO ENSURE A COMPREHENSIVE MIX ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
8. THE CUSHION LAYER SHOULD BE A MIXTURE OF BLACK RECYCLED RUBBER MIXED WITH A 100% SOLIDS MOISTURE CURED ALIPHATIC OR AROMATIC POLYURETHANE BINDER (100 POUNDS OF RUBBERIZED CUSHION LAYER TO 12 POUNDS OF BINDER) INSTALLED AT A THICKNESS OF THREE AND ONE-HALF INCHES (3 ½"). AS AN UPGRADE, A FIVE-EIGHTHS INCH (⅝") CHUNK RUBBER DERIVED ONLY FROM HIGH QUALITY PRE-CONSUMER RECYCLED RUBBER CONTAINING EPDM IS AVAILABLE. THE CUSHION LAYER SHOULD BE POROUS.
9. THE CUSHION LAYER MIX SHOULD THEN BE SPREAD AND TROWELED TO A DEPTH OF THREE AND ONE-HALF INCHES (3 ½") AND ALLOW TO CURE FOR 24 HOURS.
10. THE WEAR COURSE LAYER SHOULD BE MIXED WITH 1-3 MM EPDM GRANULES AND URETHANE BINDER AT A RATE OF 20% OF THE TOTAL WEIGHT OF THE MATERIALS SO THE GRANULES ARE COVERED THOROUGHLY AND EVENLY.
11. THE WEAR COURSE LAYER MIX SHOULD BE SPREAD AND TROWELED TO A DEPTH OF A HALF INCH (1/2").
12. THE FINISHED TEXTURE SHALL BE SLIP RESISTANT, SMOOTH, AND EVEN.
13. THE POURED IN PLACE SURFACE SHOULD BE ALLOWED TO CURE FOR 24-72 HOURS OR UNTIL DRY TO THE TOUCH.

COMPACTION NOTES

1. CRUSHED SURFACING BASE COURSE SHALL BE COMPACTED TO 95% (AASHTO T-180).

KEYED CONSTRUCTION NOTES (H)

1. CONTRACTOR TO CONSTRUCT CONCRETE CURB PER FLEXGROUND POUR-IN-PLACE SURFACING PER DETAIL ON SHEET C150.
2. CONTRACTOR TO CONSTRUCT FLEXGROUND POUR-IN-PLACE SURFACING PER DETAIL ON SHEET C150. ½" RUBBER SURFACE SHALL BE 50/50 STANDARD MIX BEIGE AND BLACK.

EXPECTED QUANTITIES

POUR-IN-PLACE SURFACING: 2,890 SQ. FT.
TOPSOIL AND SEEDING: 7,000 SQ. FT.
TOTAL LENGTH CURB: 402 L.F.
CRUSHED SURFACING TOP COURSE: 68 TN
SBR CUSHION LAYER: 31 C.Y.

NOT FOR CONSTRUCTION

JACKSONCIVIL
PO BOX 1748
704 E MAIN ST, STE 103
BATTLE GROUND, WA
98604-4687
P: (360) 723-0381
WWW.JACKSONCIVIL.COM

YACOLT PARK IMPROVEMENTS

WASHINGTON

YACOLT PARK CURB AND SURFACING PLAN

JOB NUMBER

0005-19

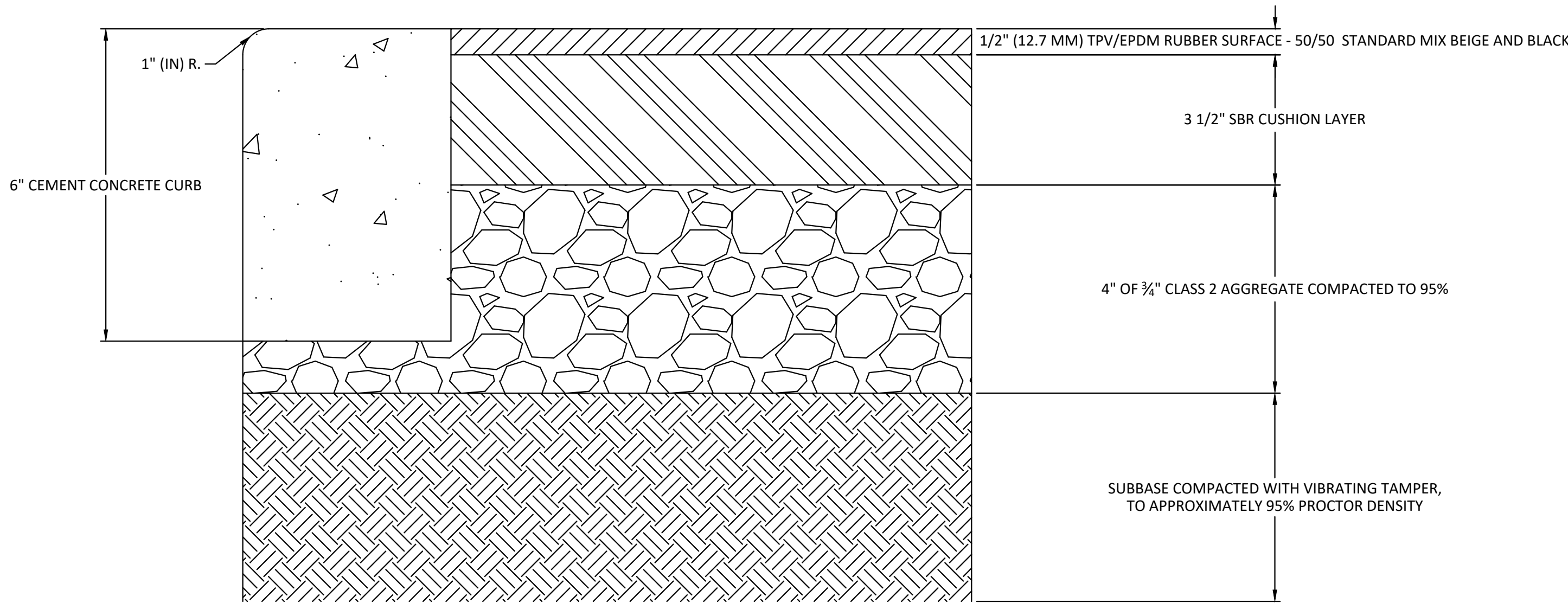
SHEET

C100

DRAWN BY: D.N.

CHECKED BY:

DATE:



FLEXGROUND POUR-IN-PLACE SURFACING DETAIL
NTS

NOT FOR CONSTRUCTION

DATE:	
CHECKED BY:	
DRAWN BY: D.N.	
JOB NUMBER	0005-19
SHEET	C150

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YACOLT PARK IMPROVEMENTS

YACOLTWASHINGTON

CURB AND SURFACING DETAILS



Town of Yacolt Agenda Request

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

Name: Friends of the Yacolt Library Express

Group Name:

Address:

Phone:

Email Address:

Alt. Phone:

ITEM INFORMATION:

Item Title: Friends of the Yacolt Library Express Presentation

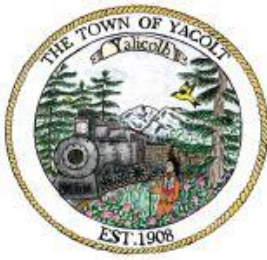
Proposed Meeting Date: October 10, 2022

Action Requested of Council: Listen to the presentation from members of FOYLE and decide if you'd like to have a representative from our Council attend their meetings

Proposed Motion: TBD

Summary/ Background: FOYLE participates in several of our Town events, such as the National Night Out and the Rendezvous Days Parade. They would like to participate more, and they would like to have a representative from the Town attend their meetings regularly.

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



Town of Yacolt Request for Council Action

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

Name: Mayor Listek

Group Name:

Address: 202 W. Cushman
Yacolt, WA 98675

Phone: 360-686-3922

Email Address: mayorlistek@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Rotate Finance Committee

Proposed Meeting Date: October 10, 2022

Action Requested of Council: Decide who will rotate onto the Finance Committee, through April, 2023.

Proposed Motion: "I move that _____ be rotated onto the Finance Committee."

Summary/ Background: The Finance Committee has one member rotate out and a new one rotated in every three months, to serve a 6-month term. Amy Boget's term on the Committee is up, so it is time to rotate someone else in.

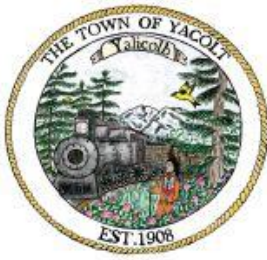
Staff Contact(s): Clerk Stephanie Fields

clerk@townofyacolt.com

Mayor Katelyn Listek

mayorlistek@townofyacolt.com

(360) 686-3922



Town of Yacolt Agenda Request

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

Name: David Ridenour, Town Attorney

Group Name:

Address:

Phone: 360-991-7659

Email Address: david@davidridenourlaw.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Executive Session

Proposed Meeting Date: 10-10-2022

Action Requested of Council: Attend the Executive Session

Proposed Motion: none

Summary/ Background: The Town Council is being asked to attend an executive session to discuss with legal counsel litigation or potential litigation to which the Town is/is likely to become a party. This executive session is authorized by RCW 42.30.110(1)(i). The Mayor, Town Attorney and Town Clerk are also asked to be present.

Staff Contact(s): David Ridenour, Town Attorney
david@davidridenourlaw.com
(360) 991-7659