



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

**May 07, 2018**  
**Town Council Agenda**  
**Town Hall 7:00 PM**

- 1. Call to Order**
- 2. Flag Salute**
- 3. Roll Call**
- 4. Minutes of Previous Meeting**
  - A. Draft Minutes from the April 16, 2018 Meeting**
- 5. Late Changes to the Agenda**
- 6. Citizen Communication**

**\*Anyone requesting to speak to the Council regarding items not on the agenda may Come forward at this time. Comments are limited to (3) minutes. Thank you.**
- 7. Old Business:**
  - A. Fireworks - Update**
  - B. Town Clerk Position - Update**
  - C. Extension of Interlocal Agreement with Battle Ground for Clerk Services**
- 8. New Business:**
  - A. Clark County Sheriff's Department**
  - B. Draft Resolution #567 KWRL Use Agreement**
  - C. Executive Session**
- 9. Mayor's Comments**
- 10. Attorney's Comments**
- 11. Council's Comments**
- 12. Public Works Dept. Report**
- 13. Town Clerks Report**
- 14. Pay Bills on behalf of the Town**
- 15. Adjourn**

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

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

*DRAFT*

**April 16, 2018**

**Town Council Meeting (Regular Meeting)**

**1. Call to Order:**

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

**2. Flag Salute.**

**3. Roll Call:**

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

ABSENT: None

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

**4. Draft Minutes from the Previous Meeting:**

Draft minutes were presented for the April 2, 2018 regular meeting.

MOTION: Council member Boget moved to approve the minutes from the April 2, 2018 regular meeting with noted changes.

SECOND: Council member Rowe-Tice

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

VOTE: Motion Carried

**5. Late Changes to the Agenda:**

New Business Item B. Contract with Jackson Civil Engineering

**6. Citizen Communication:**

None

**7. Old Business:**

**A. Revised Personnel Policies Manual for Adoption:**

Mayor Myers asked if there were any additional questions about the Policy or letters to employees. The Council had none.

MOTION: Council member Moseley moved to approve Ordinance #570, accepting the revised Personnel Policies.

SECOND: Council member Boget

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

VOTE: Motion Carried

B. Town Clerk Position – Update:

- The hiring committee has received 8 applications.
- The total cost is \$723.89.
- The hiring committee and Mayor Myers will meet to go through the applications and choose the top 4 to interview.
- Council member Rowe-Tice asked the Council to provide her with any questions they may have for the interviews with potential candidates.

C. Fireworks – Update:

- Clark County Councilors had a work group on March 6, 2018 concerning fireworks in the County. A representative from the Town of Yacolt was not invited.
- Mayor Myers requested, and received, the agenda, meeting notes and power point presentation from the work group and forwarded the information to the Council.
- Mayor Myers was very disappointed in the outcome of the work group.
- The meeting notes did not state whether or not there was any voter point of view or any opposing views included.
- Clark County has roughly a population of 250,000 and 570 fire complaints. That comes out to .002% of the population with complaints.
- There are a very few complaints compared to the overall population of Clark County.
- Policy should not be based on an extreme minority and the voters should be asked their opinions.
- Mayor Myers finds it disturbing that they are targeting this one event and did not discuss the use of fireworks on any other day of the year. How many fires are called out during the year compared to the 4<sup>th</sup> of July.
- Council member Boget stated that when you consider the complaint calls compared with the number of warnings and citations issued there was a definite difference. Mayor Myers let the Council know that there were 0 citations issued in 2015, 1 in 2016 and 0 again in 2017.
- Battle Ground has a population of 21,000 and had 20 complaints about fireworks last year. That comes out to .0009% of the population.

- There was a fire in Yacolt last year that listed in their presentation as improper disposal of fireworks; that the homeowner did not dispose of them properly. The homeowner waited until the fireworks were out, then put them in a garbage can. Several hours later the fire started. The same thing happened at Council member Olson's house.
- The next work group regarding the fireworks proposal will be held April 19<sup>th</sup> from 10 a.m. to noon and Mayor Myers plans to attend the present the opposing point of view.
- Mayor Myers invited anyone that wants to go with him, to do so and pass along any information on also.

## **8. New Business:**

### **A. CRESA Presentation:**

- Clark Regional Emergency Services Agency Director Dave Fuller brought members of the team to do a presentation and answer questions regarding the Program.
- Also present were Katy Myers, Technical Division Manager; Scott Johnson, Emergency Management Division Manager; Kris DeVore, Operations Division Manager and Scott Thompson, Technical Division Manager.
- The team brought handouts to the Mayor and Council for the presentation.
- Mr. Fuller gave general information and a breakdown of the Agencies annual budget.
- CRESA was originally formed in 1975 when a group of counties and cities came together under an Interlocal agreement. CRESA provides 911 call and dispatching services, Public Safety Radio Systems that first responders use, and the Emergency Management System for 7 cities and the county. CRESA also serves as the Homeland Security Office for Region 4.
- CRESA is currently in the process to change its structure to a Public Development Authority from an IOA. It allows for more streamlined operations and better protection to the cities and agencies that they serve.
- The Operations Division handles all of the 911 calls. Last year they handled just under 500,000 phone calls and approximately 300,000 were for incidents that were Law Enforcement calls that dispatched responds to. About a year ago they started dividing their calls between the 911 and 311 sides. Both programs use the same dispatchers for answering calls. The 311 calls are ones that dispatchers can put on hold if they need to.
- 911 was originally for land lines which had the unique feature of being tied to a physical location. Over the last 5 years they have seen a huge increase in cell phone calls. The challenge with that is trying to find a person's location. The more information a caller can give about their location, the better.
- CRESA is primarily funded through the 911 excise tax.
- Mr. Fuller spoke with the Council about "Smart 911", which includes Text to 911. With Smart 911, any citizen can register up to 5 phone lines and include special needs or gate codes. Text to 911 started about a year and a half ago.

- Council member Moseley said that most phones come with the ability to turn on and off 911 access to location. She asked if turning that on gives access through that app? Mr. Fuller replied that as the State updates their Emergency Services Information Act, the hope is that some of that information will be transported to CRESA. Council member Moseley also asked if it was better to text 911 or call for a runaway. Mr. Johnson asked that in that situation to please call. It is difficult to share information in a timely manner through text. Text to 911 is mostly for emergencies when someone is afraid to call 911.
- Scott Johnson stated that Emergency Management works with their first responder agencies throughout the County to help all of their communities prepare for disasters and help provide communities with education and tools to be more disaster resilient.
- In Clark County, Emergency Management focuses more on natural disasters. Examples are earthquakes, floods and landslides, winter weather and the I-5 and I-205 corridors. They are major transportation routes, as is the rail line, for hazardous materials.
- Emergency management is 60% funded on a per-capita basis at the rate of \$0.96 per member of the community. The other 40% comes from grants from the Federal Department for Homeland Security and the Federal Emergency Management Agency. The grants help fund the Public Alert systems that Emergency Management uses.
- Other services offered through Emergency Management include an unmanned aerial survey system. It allows for communities to use for things like a waterfront mapping project for Vancouver and Battle Ground used it for some mapping inside the city.
- Mayor Myers asked if the map in the handout was available on the GIS website and Mr. Johnson replied that it is. Mayor Myers also asked about the inferred fault line through Yacolt. He also asked if there is really a fault line or where they think there's a fault line. Scott Johnson wasn't sure and stated he would have to get together with GIS to find out. Council member Moseley asked if it is a valid thing to say that Vancouver would have to be totally submerged before Yacolt would be affected. Mr. Johnson stated that it indeed a valid statement.

B. Jackson Civil Engineering Contract:

- Public Works Director Ross stated that Mr. Jackson is doing a great job. It is past due time to renew the Town's contract with Jackson Civil Engineering and Mr. Ross is in support of that happening.
- Council member Rowe-Tice asked if there was anything that needed to be modified or updated in the contract. Devin Jackson stated that there was not.
- Council member Boget asked if they could renew the contract or if it would have to go out for a Request for Qualification. Attorney Ridenour let the Council know that the contract be put out for a Request of Qualifications.
- Council member Bryant asked Attorney Ridenour if an extension could be filed. Attorney Ridenour stated that is was a good idea and that he would do that right away.

- Mayor Myers told Mr. Jackson that hopefully the Town will have a new contract with him within a month.
- Council member Bryant also asked how many days the RFQ needs to be posted in the paper. Attorney Ridenour replied that he will get in contact with Assistant Clerk Younce and get it posted in the newspaper.
- Council member Bryant asked that the item be placed on the Agenda for the next meeting. Attorney Ridenour let her know that it depended on how long the RFQ has to be posted in the paper.
- The Council gave unanimous consent to extend the Engineer's Contract.

#### **9. Mayor's Comments:**

- Mayor Myers asked the Council if they had any questions they would like to have asked at the fireworks meeting. He again invited anyone that wants go with him.
- He also told the Council and citizens that the Spring Cleanup was successful. The Town should find out soon the financial impact of the event. Mayor Myers said hats off to the staff and volunteers for all of their hard work. Council member Bryant brought some excellent chili. Council member Noble wanted to give recognition to the women that went out and picked up trash along the roads. They picked up bags and bags of trash. Public Works Maintenance worker Gardner stated that there was one gentleman with them also.

#### **10. Attorney's Comments:**

- Attorney Ridenour is preparing a proposed draft of the Interlocal Agreement with Clark County and is getting ready to share that with Susan Ellinger. The Agreement has been drafted and he hopes to complete it soon.
- Attorney Ridenour suggested that the Council send Assistant Clerk Younce all of the information they have regarding the proof of publications.
- He also stated that he received an email from AWC inviting the Town staff and Officials to a dinner on Small City Connectors on April 24<sup>th</sup>. Dinner will be served and he will carpool with anyone else that wants to go. He then differed the subject to Council member Boget.
- Attorney Ridenour also said "Happy Tax Day" to everyone.

#### **11. Council Comments:**

- Council member Boget also spoke about the email from AWC. The email had information on the Rural Broadband grant available to small cities that is given out every year. In order to work towards the grant for this year, everything would have to be done within a month so she is looking into it for next year. The Town would have to have a written plan in place with 15% match that does not include in like kind services. Council member Bryant asked if Council member Boget was going to attend the dinner. Council member Boget said she doesn't know if

she can attend the dinner but she has been watching presentations online. Council member Boget stated that she has gotten a lot of information from the USDA website and has started that journey. The Town would have to partner with a service provider or put the infrastructure in place ourselves. The grant, if we have a service provider partner, covers the cost of the infrastructure and free internet service to everyone in Town for two years.

- Council member Noble asked what can be done to get more of a Sheriff's presence in the town. He stated that the Town is a "lawless community." He was told that call volume equals access. It was decided that Deputy Tim Gosch would be invited to the next Council meeting. Council member Moseley said she and her neighbors take a stance against those things and the people doing them, even though it may not be the safest thing to do. Council member Noble stated that if you do something in his part of town, the people do things to retaliate against the citizens. Public Works Director Ross told the Council that Deputy Gosch does more than most residents realize and that Gosch has his finger on the pulse of the Town. Skip Bengel told Mr. Ross that he has never felt safer.
- Council member Noble also asked about the price of speed bumps. Public Works Director Ross let the Council know that they have to be done a certain way. Devin Jackson, with Jackson Civil Engineering stated that some speed bumps are simply better. The built in speed bumps work better and last longer than other kinds. Public Works Director Ross suggested that the Town install four-way stop signs at the corners of Hubbard and Jones. He also suggested that Council members and citizens drive the roads at 25mph and see how fast it really is. Mayor Myers stated that drivers seem to think that stop signs were "optional." Council member Rowe-Tice had asked Officer Gosch at some point how many tickets he had written. She said his reply was three or four.

#### **12. Public Works Dept. Report:**

- Public Works Director Ross let the Council know that the new stop signs are in place.
- Clark Public Utilities has a leak that may have been happening for over a year. There is a broken pipe under the manhole by the school.
- He thanked everyone for their help at the Cleanup.
- He also told the Council that he received an email from the WUTC Inspector regarding replacement of the Railroad Crossing signs. Will Cahill with the Chelatchie Railroad told Public Works Director Ross not to replace the signs. The County is applying for a grant to get the signs replaced.
- The railroad track at the crossing going into the cemetery is creating a bulge in the asphalt. When the trains pass through, it pops bolts loose. The Town should not have to pay to have that repaired.

#### **13. Town Clerk's Report:**

- We have achieved our 2018 Well City Award for 2017. We will again have a discount on employee benefits for 2019.
  - Assistant Clerk Younce gave the Council pamphlets with general information about the Wellness program and how it works.
  - This is our 3<sup>rd</sup> straight year for the award and reduced premiums.
  - With this year's Wellness budget, we will again be planting a vegetable garden in front of Town Hall. "Fresh ingredients for fresh cooking."
- The Annual Report is finished and filed. The training workshop was very helpful.
- Assistant Clerk Younce let the council know she had researched dual flash drives that can be used on a computer or tablet. She gave the Council examples of the price range.

\*At this point Devin Jackson let the Council know that there are two short plats in review. He also told the Council that they are filling a quasi-judicial capacity so it's important to refrain from discussing either of the projects. Council member Noble asked if the property for the one application was zoned commercial. Mr. Jackson replied that it was and that the contractor would have to apply for a variance. Mayor Myers asked Attorney Ridenour if he had any thoughts on the subject and Mr. Ridenour replied that in situations like these he refers to Title 18 of the Municipal Code for procedures and timelines.

#### **14. Pay Bills on behalf of the Town:**

MOTION: Council member Boget moved to approve payment of the bills on behalf of the Town.

SECOND: Council member Noble

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

VOTE: Motion Carried

#### **15. Adjourn:**

Mayor Myers adjourned the meeting at 8:15 p.m.

*DRAFT*

*DRAFT*

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Vince Myers, Mayor

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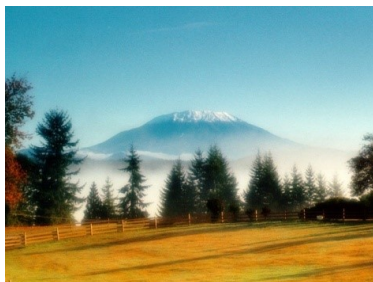
Katie Younce, Assistant Clerk

Current Expense      15,250.79



Streets	1,031.52
Storm Water	6.42

Claims	16,200.59
Payroll	88.14



# Town of Yacolt

## Request for Council Action

**Proposed Meeting Date: Monday, May 07, 2018 Agenda Item:**

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

Requester's Name

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

**Item Title:**

Fireworks - Update

**Action Requested of Council:**

**Proposed Motion:**

**Summary / Background:**

**Governing Legislation:**

**Budget/Finance Impacts:**

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

**Staff Contact(s):**



# Town of Yacolt

## Request for Council Action

**Proposed Meeting Date: Monday, May 07, 2018 Agenda Item:**

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

Requester's Name

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

**Item Title:**

Town Clerk Position - Update

**Action Requested of Council:**

**Proposed Motion:**

**Summary / Background:**

**Governing Legislation:**

**Budget/Finance Impacts:**

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

**Staff Contact(s):**



# Town of Yacolt

## Request for Council Action

**Proposed Meeting Date: Monday, May 07, 2018 Agenda Item:**

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

Requester's Name                      Staff

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

**Item Title:**

Extension of Interlocal Agreement with Battle Ground for Clerk Services

**Action Requested of Council:**

**Proposed Motion:**

'I move to ratify the extension of the Interlocal Agreement with Battle Ground for Clerk services through the end of May, 2018, and to authorize the Mayor to sign additional extensions of the Agreement as needed.'

**Summary / Background:**

**Governing Legislation:**

**Budget/Finance Impacts:**

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

Extension of Interlocal Agreement with Battle Ground for Clerk Services

**Staff Contact(s):**

Staff

**EXTENSION OF INTERLOCAL AGREEMENT**  
**BETWEEN THE CITY OF BATTLE GROUND and**  
**TOWN OF YACOLT**

THIS AGREEMENT, entered into this 1<sup>st</sup> day of May, 2018 between the City of Battle Ground, hereinafter referred to as the "Battle Ground" and the Town of Yacolt, hereinafter referred to as "Yacolt".

**W I T N E S S E T H:**

WHEREAS, the parties entered into an Interlocal Agreement pursuant to RCW 39.34 on or about January 18, 2018, and

WHEREAS, the parties have agreed to modify this agreement as follows: extend the term of the Interlocal Agreement for Temporary Administrative Services.

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

**I. MODIFICATIONS:**

Battle Ground and Yacolt hereby agree to the following modification of the original agreement:

A. Pursuant to paragraph 3 b). Effective Date and Duration, this agreement is extended for one thirty (30) day increment from May 1, 2018 through May 30, 2018.

**II. REASONS FOR MODIFICATIONS:**

- A. Extending the Agreement is in the interest of the public and agreed to by both parties.
- B. Except as modified above, all existing terms and conditions remain in full force and effect.

III. ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

Both parties recognize that time is of the essence in the performance of the provisions of this contract.

The parties also agree that the forgiveness of the non-compliance of any provision of this contract does not constitute a waiver of the provisions of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.

CITY OF BATTLE GROUND

TOWN OF YACOLT

\_\_\_\_\_  
Jeffrey R. Swanson, City Manager

\_\_\_\_\_  
Vince Myers, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Kay Kammer, City Clerk

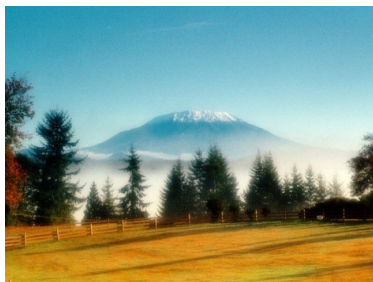
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Katie Younce, Assistant Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Chris Horne, Interim City Attorney

\_\_\_\_\_  
David Ridenour, Town Attorney



# Town of Yacolt

## Request for Council Action

**Proposed Meeting Date: Monday, May 07, 2018 Agenda Item:**

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

Requester's Name	Mayor, Council
Group Name (if applicable)	Clark County Sheriff's Office
Address	
Daytime Phone	
Alternate Phone	
E-Mail Address	

**Item Title:**

Clark County Sheriff's Department

**Action Requested of Council:**

**Proposed Motion:**

**Summary / Background:**

The Council asked that I invite Deputy Gosch to come to this meeting. He is attending with Chief of Enforcement, John Chapman.

They are here to answer any questions you may have.

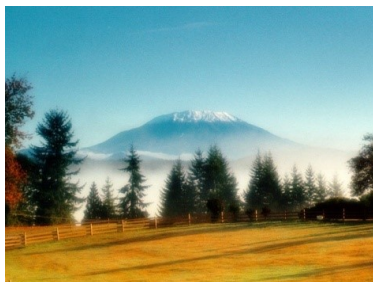
**Governing Legislation:**

**Budget/Finance Impacts:**

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

**Staff Contact(s):**

Assistant Clerk



# Town of Yacolt

## Request for Council Action

**Proposed Meeting Date: Monday, May 07, 2018 Agenda Item:**

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

Requester's Name Mayor Myers

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

**Item Title:**

Draft Resolution #567 KWRL Use Agreement

**Action Requested of Council:**

Review Draft Resolution #567 and Exhibit A - KWRL Use Agreement

**Proposed Motion:**

I move to approve Resolution #567, and the attached User Agreement between the Town of Yacolt and the KWRL Babe Ruth League.

**Summary / Background:**

**Governing Legislation:**

**Budget/Finance Impacts:**

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

Exhibit A - KWRL Use Agreement  
Draft Resolution # 567 KWRL Use Agreement

**Staff Contact(s):**

Assistant Clerk Younce



## EXHIBIT A

### LICENSE AGREEMENT BETWEEN THE TOWN OF YACOLT AND KWRL BABE RUTH

This Agreement is made this 7 day of May, 2018, by and between the Town of Yacolt, a Washington municipal corporation, ("Yacolt" or "Licensor") and KWRL Babe Ruth League, a Washington licensed public benefit corporation, (" KWRL" or "Licensee").

#### Background

**Whereas,** The Town of Yacolt is the owner of Property commonly known as the 'Old Ball Park', (approximately 2.9 acres), and the 'Big League Field', (approximately 3 acres), (the "Property"); legally described in Exhibit A, and as such parcels may have been altered by events including boundary line adjustments of record, (together the " Property");

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

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

**Whereas,** the Yacolt Town Council has passed Resolution #567 authorizing the execution of this Agreement to give permission to KWRL to make non-exclusive use of the Property as described herein:

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

#### Agreement

- 1. Grant of License.** The Town of Yacolt hereby grants to KWRL, its agents, guests and invitees, a non-exclusive license and privilege to use the Property for the purposes and at such times and in such manner as hereinafter set forth.
- 2. Purpose of License:** KWRL is authorized to use the Property for the purpose of KWRL Babe Ruth baseball fields, and all other reasonable uses related to that purpose. KWRL agrees that its use of the Property shall be proper, legal and safe.
- 3. Term of License.** This Agreement shall commence upon the effective date of the Agreement described above, and shall continue for five (5) years, at which time the Agreement shall terminate automatically unless extended by the parties.
- 4. Termination.** Either party may terminate this Agreement at any time and for any reason by giving to the other party sixty (60) days written notice.

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

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

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

Licensor:	Town of Yacolt P.O. Box 160 Yacolt, WA 98675  (physical address) 202 W. Cushman Street Yacolt, WA 98675
Licensee:	KWRL Babe Ruth 38706 NW 14th Ave. Woodland, WA 98674  (physical address) 202 W. Christy Yacolt, WA 98675

13. **Indemnification.**

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

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

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

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

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

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

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

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

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

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

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

**16. Additional Rules.** The Yacolt Town Council may by resolution adopt additional rules and regulations for KWRL's use of the Property for any reason that the Council considers appropriate, including an effort to minimize strain upon Town services. Such additional rules and regulations shall become effective sixty (60) days after

written notice to KWRL.

17. **Nondiscrimination of Services and Employment.** KWRL covenants and agrees that in all matters pertaining to the performance of this Agreement, KWRL shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons with respect to race, color, national origin, religion, gender, age, marital status, or disability, including compliance with all requirements of applicable federal, state and local laws and regulations issued pursuant thereto relating to the establishment of any nondiscriminatory requirements in hiring and employment practices.
18. **Corrective Legal Description Allowed.** The Parties agree that this Agreement may be re-executed in order to provide any corrective legal description of the Property so that the intent of the Parties is given full effect.

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

Town of Yacolt  
“Yacolt” or “Licensor”

KWRL Babe Ruth  
“KWRL” or “Licensee”

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Vince Myers, Mayor

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Will Block, President

Attest:

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Katie Younce, Assistant Clerk

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Buck Harris, Secretary

Approved as to Form:

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David W. Ridenour, Town Attorney

## **RESOLUTION #567**

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

**Whereas,** The Town of Yacolt is the owner of Property commonly known as the 'Old Ball Park', (approximately 2.9 acres), and the 'Big League Field', (approximately 3 acres), (the "Property"); legally described in Exhibit A, and as such parcels may have been altered by events including boundary line adjustments of record, (together the "Property");

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

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

**Whereas,** the Town Council of the Town is in regular session this 7<sup>th</sup> day of May, 2018, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

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

**Section 1 - Grant of License - Authorization to Enter License Agreement:** The Town of Yacolt hereby grants a non-exclusive license to the KWRL to use the Property for the purposes and at such times and in such manner as set forth in Exhibit A hereto, upon execution by the parties of the Agreement attached as Exhibit A. The Mayor is hereby authorized to execute a license agreement in the form attached hereto as Exhibit A.

**Section 2 - Severability:** If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid for any reason by a court of competent jurisdiction, the remaining portion of this Resolution shall remain in full force and effect.

**Section 3 - Effective Date:**

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

#### **Town of Yacolt- Summary of Resolution #567**

The Town Council of the Town of Yacolt adopted Resolution #567 at its regularly scheduled Town Council meeting held on May 7, 2018. The content of the Resolution is

summarized in its title as follows:

A Resolution of the Town Council of the Town of Yacolt, Washington, Authorizing a License Agreement between the Town of Yacolt as Licensor and the KWRL Babe Ruth League as Licensee, for the Non-Exclusive Use of the Town of Yacolt's Baseball Field Facilities. The effective date of the Resolution is May 7, 2018.

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

Published this \_\_\_\_ day of May, 2018  
Katie Younce, Assistant Clerk

RESOLVED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 7th day of May.

**TOWN OF YACOLT**

\_\_\_\_\_  
Vince Myers, Mayor

**Attest:**

\_\_\_\_\_  
Katie Younce, Assistant Clerk

Approved as to form:

\_\_\_\_\_  
David W. Ridenour, Town Attorney

Ayes: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstain: \_\_\_\_\_

## **TOWN CLERK'S CERTIFICATION**

I hereby certify that the foregoing is a true and correct copy of Resolution #567 of the Town of Yacolt, Washington entitled:

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

Attest:

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Katie Younce, Assistant Clerk

Published: \_\_\_\_\_, 2018  
Effective Date: May 7, 2018  
Resolution Number: 567