



Town of Yacolt
202 W. Cushman St. P O Box 160
Yacolt, WA 98675
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May 21, 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. Minutes from May 7, 2018**
- 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. Town Clerk Position - Update**
 - B. Fireworks - Update**
 - C. Resolution # 567 - Approve Agreement with Jackson Civil Engineering**
- 8. New Business:**
 - A. Public Hearing for Elwood Short Plat - Information**
 - B. Public Hearing for E. Jones St. Short Plat - Information**
- 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

Request for Council Action

Proposed Meeting Date: Monday, May 21, 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:

Minutes from May 7, 2018

Action Requested of Council:

Consider and approve the minutes from the previous meeting

Proposed Motion:

I move to accept the minutes from the May 7, 2018 meeting [with noted changes]

Summary / Background:

Governing Legislation:

Budget/Finance Impacts:

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

May 7, 2018 Minutes

Statement read by Mayor Myers at the beginning of the May 7, 2018 meeting

Staff Contact(s):

Staff

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

DRAFT

May 7, 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 16, 2018 regular meeting.

MOTION: Council member Bryant moved to approve the minutes from the April 16, 2018 regular meeting with noted changes.

SECOND: Council member Moseley

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

VOTE: Motion Carried

5. Late Changes to the Agenda:

New Business Item C., Executive Session, will be moved to Item D. New Business.

New Business Item C. will be changed to North Clark Little League discussion.

6. Citizen Communication:

- Mayor Myers read a statement regarding the meeting. **The statement is attached.**
- Michael Leonard – Would like to know if the softball tournament and fall ball are still possible.
- Dave Johnson – Started Little League in 1970. He called the District and asked if they had the papers and the District said they did. In the 1940's Whitt owned the property. Nick Whitt signed a lease with the Town. Williamsport has all of the records.
- Tom Sutton – Would like to see the Little League keep going for the kids.
- Sam Sutton – Skip – was signed up by someone else

- Kelly Warrington – She Looks forward to working with the Town and any other entities with field scheduling as long as it doesn't endanger their Charter and they will provide any documentation that is required.

7. Old Business:

A. Fireworks – Update:

- Mayor Myers spoke about the latest Clark County fireworks workshop that he attended with Council members Boget and Moseley.
- The County wants “safe and sane” fireworks. Nothing that goes higher than 12 to 24 inches. The lead County Councilor driving the movement should not have so much sway on the initiative because her house caught on fire. Fireworks vendors were present. The Council was discussing a three day sales period and a one day launch period. The fireworks vendors said it wasn't worth putting up their tents. When asked who would enforce the fireworks, Mayor Myers was told “The Fire Marshal can do it.” No Sheriffs were present. The survey on social media about the usage of fireworks was very one-sided. At the County meeting tomorrow they are going to discuss the results of that poll.
- Council member Boget stated that it was a workshop and that the County Councilors would be holding a public meeting but there would be no public input. At the workshop. The County will hold a Public Meeting for input from the parties involved.
- Council member Bryant asked about small town enforcement so that others don't come to the Town. She also asked how many citations were written in 2017. Mayor Myers answered with one.
- Council member Moseley stated that questions were not answered at the workshop.
- Council member Boget let everyone know that Eileen Quiring is our County Representative and to contact Ms. Quiring and let her know what your opinion is, whether for or against.

B. Town Clerk Position – Update:

Council member Boget let the Council know that the hiring committee will be holding interviews with the top four candidates on May 17th. The candidates will do some competency testing before the interviews.

C. Extension of Interlocal Agreement with Battle Ground for Clerk Services:

MOTION: Council member Rowe-Tice moved to extend the agreement through the end of May, 2018 and authorize the Mayor to sign any additional extensions as needed.

SECOND: Council member Bryant

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

VOTE: Motion Carried

8. New Business:

A. Sheriff:

- Chief Enforcement Officer John Chapman left information with the Assistant Clerk to be added to the Town's website.
- The Deputies are only scheduled to be in Town for 6.5 hours a week.
- In 2015 there were 352 total calls for traffic and service; about one per day.
- Council member Noble stated he had respect for the Sheriffs. He asked what can be done about the speeding in Town. Chief Chapman stated that the worst offenders live here in Town. Chief Chapman also stated that the Deputies have done saturation patrols here with over-time.
- The Deputies up here have an area of 180 square miles in North Clark County. When the other Deputy that cover part of Clark County is out, that increases to 360 square miles. Deputy Sheriff Tim Gosch stated that he puts 400 miles a day on his car. Clark County is the densest county in the state other than King County. The Sheriff's department is extremely short staffed.
- Citizen – The 6.5 hours the Deputies spend here is good. Law enforcement is doing their job even if they are not writing tickets.
- Jeff Carothers let everyone know that the Deputies spend more than 6.5 hours a week here. He asked if the Town could have the Speed Box brought out. Is the Town still on the list for that? Chief Chapman said that it could be brought out.
- Council member Noble asked if anyone had seen Deputies on Lucia Falls Road. He stated that it is a waste of time to put in speed bumps. Putting Stop signs at the corners of E. Jones St. and S. Hubbard Ave is a waste of money. Deputy Sheriff Gosch stated that it will help. The citizens can get a plate number and description of the vehicle and call 311 with the information.

B. Draft Resolution #567 – KWRL Use Agreement:

- Mayor Myers requested copies of old agreements with North Clark Little League.
- Patty Bengé – The Little League is digging for information. The Town should ask Paul Tester. He may have some paper work.
- Citizen. The Little League could be on the Town website. That's what community expects to see there.
- Judy – She got into Little League because the National Little League Association was going to take North Clark's charter.
- Jeff Carothers – The Town has always tried to work with the Little League but now the Little League is on the Yacolt Discussion Forum. There are things on there that aren't true and there is a lot of hearsay. He asked everyone to make sure they have all the facts before they open their mouths.

- Ron Walker – Is KWRL a non-profit – Yes.
- Council member Bryant – Whether it's Little League or Babe Ruth League, those are ball fields and they're all supporting children's activities. We need to come together and work together for the benefit of all of the children. It's Town Property and we should be here for the kids.
- Citizen – It is a little more complicated than that because North Clark has to operate under Little League International. Parents paid for Little League and now they're supporting another entity and that may lead to the destruction of our Charter.
- Citizen – The Little League teaches the kids the fundamentals of baseball.
- Council member Boget – The use agreement is non-exclusive; allowing another entity to be able to enjoy the field.
- Citizen – NCLL should have exclusive field 4 from next year on. The Town is giving more access to the fields than NCLL feels appropriate.
- Judy – NCLL cannot support another team. They cannot let someone else use anything the parents have paid for.
- Stephanie – former player for North Clark for six years – She doesn't want someone else coming and taking their field. "It's ours."
- Council member Noble – NCLL is number one. The kids are number one but NCLL is number one.

Motion: Council member Bryant moved to table the subject until the paperwork from NCLL was brought in.

SECOND: Council member Rowe-Tice

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

VOTE: Motion Carried

- Mayor Myers – This discussion will be tabled until we get the paperwork in and he has a chance to look at it. We are not going to set a date for it because we don't know how long it is going to take to get the paperwork.

C. North Clark Little League:

- Stephanie Massie – Sponsors are concerned about putting their money into a league where another entity is going to come in and use a field. "Where do we go from here?" Can KWRL still use field 4? NCLL is hesitant to put money in if KWRL is allowed to use the field. Want agreement in writing. They have to protect the Charter. She will email the Council the minutes from the first meeting with Mayor Myers, KWRL and NCLL.
- There was more discussion at this time but people were talking over each other and I couldn't tell what people were saying.
- Citizen - Can KWRL use without a signed agreement?
- Will Block – He has helped start several fields. Stated history of his playing ball. Spoke about costs for the teams and that they have scholarships for poorer kids.

KWRL has insurance too. They also are a 501c3. He has a contract with every school in the county.

- Janelle – Her son played on field 4 for a few weeks and she stopped letting him play there because she didn't feel comfortable.
- Citizen – Happy to have KWRL at the field as long as NCLL doesn't lose their Charter. How do they reimburse the league you are sharing a field with?
- Inaudible
- Council member Boget – If we are able to figure out a way for usage to coexist, whether that comes from them be protected where if they use a portion of water garbage etc, that they are paid. KWRL isn't using NCLL resources. They have their own garbage, your own equipment, everything. The only thing that is co-used is that field. Is that something...inaudible
- Citizen – I think that's great but not for here. We're not big enough. Our size dictates what we have to do so we have to be selfish with our players.
- Umpire in Chief – That field is not safe for play. Maintenance has been done on that field but it's going to take more than a band aid to get that field safe. Mayor Myers stated he walked field 4 and could not find any safety issues.
- Citizen –Will Block keeps saying Yacolt kids but they are not all Yacolt kids.
- Mayor Myers – Best opportunity for kids with both leagues.
- Citizen – One year agreement for KWRL and all stuff for KWRL should be taken care of by KWRL.
- Mayor Myers – One year agreement is feasible but five year agreement with the 60 days notice clause, where if they aren't meeting the requirements we can say you're done. We can have an agreement for one year for a couple 3 years to find out if it's viable.
- Citizen – When we came before the Council we were told we could not play on it until it had the net. That's what was relayed at our Board meeting. Mayor Myers and Council – That has never been said.
- Stephanie – Without this agreement can KWRL practice with no games? They did work on the field but without our guidance. – Mayor Myers – There has been some difficulty with your grounds keeper communicating with them so they had to go on... Yes. Field 4 Mondays after 6 p.m. and Sundays after 1 p.m.
- Stephanie Massie – No answer on softball tournament or fall ball. Answer Yes – No one said any different.

D. Executive Session:

Mayor Myers read a statement of the Executive Session. The session is scheduled for 20 minutes and the Public Meeting will reconvene at 9:15 p.m. At 9:15, Mayor Myers came out and told the citizens that he was extending the session 15 minutes until 9:30 p.m.

9. Mayor's Comments:

Mayor Myers thanked everyone for coming out and voicing their opinions. He let the citizens and the Council know Mayor Pro-Tem Boget will be acting Mayor starting the 20th so she will be running the next meeting.

10. Attorney's Comments:

None

11. Council's Comments:

Council member Boget said it was National Clerk's Week and thanked Assistant Clerk Younce. Mayor Myers also expressed thanks.

Council member Bryant stated that she was working on the signs for the Bigfoot Fun Run.

Council member Noble would like stop signs at the corners of E. Jones St. and S. Hubbard Ave. to create a four way stop.

Council member Bryant let everyone know that we are coming up to the time for the 6 Year Transportation Plan soon. She would like that presented at the first meeting in June.

Council member Moseley let the citizens know it is nice to see everyone involved and giving opinions.

12. Public Works Comments:

None

13. Town Clerk Comments:

Assistant Clerk Younce asked the Council if they still wanted flash Drives. She stated that if she ordered through Amazon she could use the Town credit card and not have to purchase herself and then be reimbursed. She asked how many the Council how many she should order. Mayor Myers suggested to order 15 from Amazon so the flash drives could be switched out each meeting and there would be a few extras in case of loss or damage.

The invoices from Waste Connections came in for the Spring Cleanup. Trucks and drivers cost \$3,086.33. Disposal of the Garbage cost \$2,685.69. The total cost for Spring Cleanup is \$5,772.02 not including staff time and town equipment use. It was asked how much money was brought in. The answer was about \$1,800.00.

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 Moseley

AYES: Council members Boget, Noble, Moseley

NAYS: Council members Bryant, Rowe-Tice

VOTE: Motion Carried

15. Adjourn:

Mayor Myers adjourned the meeting at 9:40 p.m.

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Vince Myers, Mayor

Current Expense	11,343.90
Streets	11,418.62
Cemetery	107.98
Storm Water	2,052.52

Claims	11,300.29
Payroll	13,622.73

Katie Younce, Assistant Clerk

Statement by Mayor Vince Myers

For: Public Council meeting

Date: May 7, 2018

Re: North Clark Little League's Use of Yacolt's Ballfield Facilities

I want to welcome so many members of the community to the meeting tonight. I understand the reason many of you are here is to voice your concerns because you've heard the Town may be doing something to hurt North Clark Little League and their continued use of the Town's ballfield facilities. Nothing could be further from the truth. That's why I'm happy so many of you cared enough to come to the Council meeting tonight looking for information.

Many of you may want to address the Council and you are welcome to do so. We have a Citizen's communication time on the agenda for just that purpose. To be fair to all speaker's and the Council's business agenda, we ask that you try to keep your comments to three minutes.

Since many of you are here on the same subject, I thought it would be helpful to share a little history and explain what the Town is hoping for when it comes to the ballfield property.

Our hope as your Council members is to permit the greatest possible enjoyment of the Town's recreational facilities by the people of our Town. I'm proud of the Town's work to develop the library facility, the Town Park, and the Recreational Park. All of the Town's facilities, including Town Hall, are available for use by citizens.

As for the ball field facilities, that property has been the home of North Clark Little League for decades. We recognize the significant improvements that have been made through contributions of money and effort over the years. If the Town has its way, this long-running relationship between Yacolt and NCLL will continue for another 50 years, and we hope even longer.

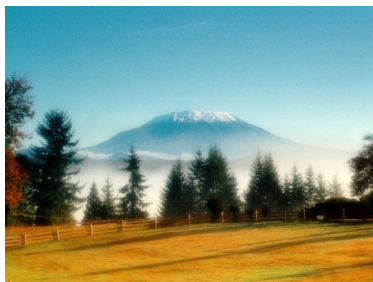
Recently another baseball league expressed interest in using the fields. The Council is delighted that greater opportunities may soon exist for people to enjoy the Town's recreational properties. But nobody wants that opportunity to come at the unreasonable expense of North Clark Little League.

Many of us have seen the comments posted on the Yacolt Forum. There are a lot of good questions being asked there. The concerns raised are understandable. There are probably many other questions people have that haven't been heard yet.

I propose that the Council put these issues on the next meeting's agenda. That way we can set aside enough time to answer all of the questions people want to ask, and share all of the paperwork we have on the subject.

I hope you will join us in doing everything we can to create opportunities for kids and families to come together and build community. This wonderful facility provides a great opportunity to do that. It's obvious that NCLL is going to be the primary user of the facility long into the future.

Again, thank you again for taking the time out of your busy schedule to come to the meeting tonight.



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Monday, May 21, 2018 Agenda Item:

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

Requester's Name Council members Boget and Rowe-Tice

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Town Clerk Position - Update

Action Requested of Council:

Discussion only

Proposed Motion:

Summary / Background:

The interviews have been scheduled for May 17th.

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 21, 2018 Agenda Item:

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

Requester's Name Council member Boget

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Fireworks - Update

Action Requested of Council:

This is the link to the fireworks workshop that was held on May 8, 2018

https://www.clark.wa.gov/site/default/files/dept/files/the-grid/2018/2018_Q2/050818_WS_Fireworks.mp3

Proposed Motion:

Summary / Background:

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 21, 2018 Agenda Item:

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

Requester's Name Attorney, Staff

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Resolution # 567 - Approve Agreement with Jackson Civil Engineering

Action Requested of Council:

Adopt Resolution #567 approving the agreement with Jackson Civil Engineering.

Proposed Motion:

I move to approve Resolution # 567; approving an agreement for engineering services with Jackson Civil Engineering and authorizing the Mayor to sign the agreement with Jackson Civil Engineering to serve as the Town's engineer for the balance of calendar year 2018.

Summary / Background:

Governing Legislation:

Budget/Finance Impacts:

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

Resolution #567

Exhibit A - Agreement for Engineering Services

Staff Contact(s):

Attorney, Staff

Resolution #567

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YACOLT,
WASHINGTON, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES
WITH JACKSON CIVIL ENGINEERING, LLC, AND AUTHORIZING THE MAYOR
TO SIGN THE AGREEMENT WITH JACKSON CIVIL ENGINEERING, LLC, TO SERVE AS
THE TOWN ENGINEER FOR THE BALANCE OF CALENDAR YEAR 2018**

Whereas, the Town of Yacolt, (hereafter “Town” or “Yacolt”), desires to retain the services of an engineer to provide professional engineering services as needed by the Town over the balance of calendar year 2018;

Whereas, the Town advertised a Request for Qualifications, (hereafter “RFQ”), pursuant to RCW 39.80 to identify an engineer that best meets the Town’s forecasted engineering needs;

Whereas, the Town’s Mayor and Public Works Director have reviewed the responses to the RFQ and interviewed the candidates for Town Engineer;

Whereas, the Town’s Mayor and Public Works Director determined that Jackson Civil Engineering, LLC, is qualified and able to perform the duties of Town Engineer for the Town of Yacolt, and have recommended that the firm of Jackson Civil Engineering, LLC, be selected by the Town Council to serve as the Town Engineer for the balance of calendar year 2018;

Whereas, the Town has negotiated an Agreement for Engineering Services with Jackson Civil Engineering, LLC, and that Agreement has been reviewed and approved by the Town Attorney; and,

Whereas, the Town Council of the Town of Yacolt is in regular session this 21st 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: That the Agreement for Engineering Services, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby accepted and approved by the Town Council. The Mayor of the Town of Yacolt is hereby authorized to execute the Agreement for Engineering Services for and on behalf of the Town of Yacolt.

Section 2: This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

Resolved by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 21st day of May, 2018.

TOWN OF YACOLT

Amy Boget, Mayor Pro Tem

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 Resolution 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, APPROVING AN AGREEMENT FOR ENGINEERING SERVICES WITH JACKSON CIVIL ENGINEERING, LLC, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT WITH JACKSON CIVIL ENGINEERING, LLC, TO SERVE AS THE TOWN ENGINEER FOR THE BALANCE OF CALENDAR YEAR 2018" as approved according to law by the Yacolt Town Council on the date therein mentioned.

Attest:

Katie Younce, Assistant Clerk

Published: _____
Effective Date: _____
Resolution Number: 567

EXHIBIT 'A' TO RESOLUTION #567
AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is by and between the Town of Yacolt, a municipal corporation located in the County of Clark, State of Washington, (hereinafter referred to as the "Town"), and Jackson Civil Engineering, LLC, a Washington licensed limited liability company, (hereinafter referred to as the "Engineer").

The parties recite and declare that:

1. The Town is in need of an engineer to perform and render engineering services to the Town.
2. The Engineer employs persons who, through education and experience, possess the requisite skills to provide competent engineering services for the Town.
3. The Town is, therefore, desirous of engaging the services of the Engineer.
4. The Town performed a qualifications-based public competitive bidding and procurement process pursuant to RCW 39.80, and found the Engineer best met the qualifications required by the Town for the Town's forecasted engineering needs.

For the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the Engineer and the Town agree as follows:

Section One – Acceptance of Contractual Relationship:

The Town hereby retains the Engineer as its Town Engineer to perform and render engineering services as described in Section Five, below.

Section Two – Character of Contractual Relationship:

The Engineer is an independent contractor and not a Town employee. As the Engineer is customarily engaged in an independently established trade which encompasses the specific services provided to the Town hereunder, no agent, employee, representative or sub-consultant of the Engineer shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the Town. In the performance of the work, the Engineer is an independent contractor with the ability to control and direct the performance and details of the work, the Town being interested only in the results obtained under this Agreement. None of the benefits provided by the Town to its employees, including, but not limited to, compensation, insurance, and unemployment insurance, are available from the Town to the employees, agents, representatives, or sub-consultants of the Engineer. The Engineer may not sign any contract on behalf of the Town, and may not obligate the Town in any way without the Town's express written consent.

Section Three – Duration and Scope of Relationship:

The term of this Agreement shall be from June 1, 2018, continuing thereafter through December 31, 2018, unless and until terminated pursuant to Section Eight, below. This Agreement may be extended for additional periods of time upon the mutual written agreement of the Town and the Engineer.

The Town reserves the right to contract with other engineers for project-specific engineering as required by Washington public contracting requirements, or as the Town deems appropriate.

Section Four - Place of Work:

It is understood that the Engineer's service will be rendered largely at the Engineer's office in Washougal, but that the Engineer will, on request and as work requires, come to the Yacolt Town Hall or such other places as designated by the Town, to work on Town projects and meet with the Town's representatives.

Section Five - Nature of Duties:

As Town Engineer, the Engineer shall perform engineering services as requested by the Town, manage and oversee construction contracts, prepare engineering and project estimates, prepare documents necessary and proper in connection with the business of the Town, and, in general, to render such engineering services of every kind and nature as the Town shall require or deem proper in its business. The Engineer shall exercise the degree of skill and diligence normally employed by professional engineers engaged in the same profession, and performing the same or similar services at the time such services are performed. The Engineer warrants that it has the requisite training, skill, and experience necessary to provide the engineering services and is appropriately accredited and licensed by all applicable agencies and governmental entities.

Section Six – Compensation:

The Town agrees to pay the Engineer:

- A. \$120.00 per hour for all services rendered by Devin Jackson Principal, in increments of ¼ hour.
- B. \$100.00 per hour for all services rendered by CAD designer, in increments of ¼ hour.
- C. Invoice amount plus 15% for all subcontractors rendering services on behalf of Jackson Civil Engineering, LLC.
- D. If Jackson Civil Engineering, LLC hires additional employees, the rate of compensation for services rendered by those employees shall be determined by mutual written agreement between the Town and Jackson Civil Engineering, LLC prior to the performance of work.
- E. In addition to the compensation set forth above, the Town shall reimburse the Engineer for all reasonable and necessary expenses which may be paid or incurred by Engineer on behalf of the Town, subject to Town review and audit of receipts in support thereof.

Section Seven - Other Employment:

The Engineer shall devote all time reasonably necessary to the business of the Town but shall not by this retainer be prevented or barred from taking other employment of a similar or other character by reason of the contractual services herein specified.

Section Eight – Termination:

This Agreement may be terminated by either party at any time on thirty (30) days' prior written notice to the other party.

Section Nine – Modification:

No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be

valid unless in writing and duly executed by the party to be charged therewith.

Section Ten - Indemnification / Insurance:

The Engineer shall defend, indemnify and hold the Town, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Engineer in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the Town, its officers, officials, employees, agents and volunteers, the Engineer's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Engineer's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Engineer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term:

The Engineer shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Engineer, its agents, representatives, or employees.

B. No Limitation:

The Engineer's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Engineer to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance:

The Engineer shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Town shall be named as an additional insured under the Engineer's

Commercial General Liability insurance policy with respect to the work performed for the Town using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Engineer's profession.

D. Minimum Amounts of Insurance:

The Engineer shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

E. Other Insurance Provision:

The Engineer's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain a provision that they are primary insurance with respect to the Town. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Town shall be in excess of the Engineer's insurance and shall not contribute with it.

F. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage:

The Engineer shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Engineer before commencement of the work.

H. Notice of Cancellation:

The Engineer shall provide to the Town any written notice of any policy cancellation within two business days of its receipt of such notice.

I. Failure to Maintain Insurance:

Failure on the part of the Engineer to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the Town may, after giving five business days' notice to the Engineer to correct the breach, immediately terminate the Agreement, and/or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Town on demand, or at the sole discretion of the Town, offset against funds due the Engineer from the Town.

J. Full Availability of Engineer's Limits:

If the Engineer maintains higher insurance limits than the minimums shown above, the Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Engineer, irrespective of whether such limits maintained by the Engineer are

greater than those required by this contract or whether any certificate of insurance furnished to the Town evidences limits of liability lower than those maintained by the Engineer.

Section Eleven - Notice:

Any notice required under this Agreement shall be deemed sufficient if made in writing and personally delivered or sent by certified mail to either party at the following addresses, or such other address as may hereafter be specified by either party in writing:

Mailing Addresses:	Town of Yacolt P.O. Box 160 Yacolt, WA 98675	Jackson Civil Engineering, LLC P.O. Box 1748 Battle Ground, WA 98601-4687
Physical Addresses:	202 W. Cushman St. Yacolt, WA 98675	32603 S.E. 27 th Street Washougal, WA 98671

Section Twelve – Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section Thirteen - Access to Records Clause:

The Town and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to the Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

The Engineer agrees to maintain such records and follow such procedures as the Town may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by Engineer for a period of three (3) years, unless a longer period is required to resolve audit findings or litigation. In such cases, Town shall request a longer period of record retention.

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Section Fourteen – Section 109 of the Housing and Community Development Act of 1974, as amended:

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section Fifteen - Public Law 101-336, Americans with Disabilities Act of 1990:

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

Section Sixteen – Age Discrimination Act of 1975, as amended:

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance [42 U.S.C. 610 *et. seq.*]

Section Seventeen – Section 504 of the Rehabilitation Act of 1973, as amended:

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds [29 U.S.C. 794]

Section Eighteen - Complete Agreement:

This written Agreement embodies the whole agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the Town or the Engineer other than contained herein.

Section Nineteen – Confidentiality:

The Engineer may, from time to time, receive information which is deemed by the Town to be confidential. The Engineer shall not disclose such information without the prior express written consent of the Town or upon order of a court of competent jurisdiction.

Section Twenty - Applicable Laws and Standards:

The Parties, in the performance of this Agreement, agree to comply with all applicable federal, state, and local laws and regulations. The Engineer warrants that its designs, construction documents, and services shall conform to all applicable federal, state and local statutes and regulations.

The law of the State of Washington shall apply in interpreting this Agreement. Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Clark County.

Section Twenty-One - Binding Effect and Assignment:

This Agreement shall be binding upon and shall inure to the benefit of the Town and its successors and assigns. Neither this Agreement nor any rights hereunder may be assigned by the Engineer without the written consent of the Town.

Section Twenty-Two - Saving Clause:

If any provision of this Agreement, or the application of such provision to any person or under any circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

Section Twenty-Three - No Waiver:

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full

force and effect as if no such forbearance or waiver had occurred.

Section Twenty-Four - Costs and Attorney's Fees:

In the event of any claim or dispute arising out of this Agreement, the party that substantially prevails shall be awarded, in addition to all other relief, all legal fees and other costs and expenses incurred in connection with such claim or dispute.

Section Twenty-Five - Business License:

Prior to commencement of work under this Agreement, the Engineer shall register for a business license in the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of the signatures below.

TOWN OF YACOLT:

ENGINEER:

Amy Boget, Mayor Pro Tem Date
Town of Yacolt

Devin Jackson, P.E. Date
Principal

ATTEST:

Approved as to Form:

Katie Younce Date
Assistant Clerk

David Ridenour Date
Town Attorney



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Monday, May 21, 2018 Agenda Item:

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

Requester's Name Attorney, Staff

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Public Hearing for Elwood Short Plat - Information

Action Requested of Council:

Mayor Pro-Tem Boget will please read this statement out loud:

A public hearing was scheduled for this date and time regarding the Elwood Holdings Short Plat Application. That public hearing is being continued to a future date. The new public hearing date will be announced and published in The Reflector, (in the Legal Notices section), at least 14 days but not more than 30 days prior to the public hearing. If any person would like direct notice of the new public hearing date for this subject, please contact the Town Clerk, and that notice will be provided for you.

Proposed Motion:

Summary / Background:

Governing Legislation:

Budget/Finance Impacts:

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

Staff Contact(s):

Attorney, Staff



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Monday, May 21, 2018 Agenda Item:

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

Requester's Name Attorney, Staff

Group Name (if applicable)

Address

Daytime Phone

Alternate Phone

E-Mail Address

Item Title:

Public Hearing for E. Jones St. Short Plat - Information

Action Requested of Council:

Mayor Pro-Tem Boget will please read the following statement out loud:

A public hearing was scheduled for this date and time regarding the E. Jones St. Short Plat Application. That public hearing is being continued to a future date. The new public hearing date will be announced and published in The Reflector, (in the Legal Notices section), at least 14 days but no more than 30 days prior to the public hearing. If any person would like direct notice of the new public hearing date for this subject, please contact the Town Clerk, and that notice will be provided to you.

Proposed Motion:

Summary / Background:

Governing Legislation:

Budget/Finance Impacts:

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

Staff Contact(s):

Attorney, Staff