



Town of Yacolt
202 W. Cushman St. P O Box 160
Yacolt, WA 98675
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www.townofyacolt.com

August 21, 2017
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 8-7-17
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. Mosquito Board Presentation
 - B. Interim Mayor Interviews
 - C. Possible Executive Session to discuss potential candidates for Mayor
 - D. Appoint New Interim Mayor of Yacolt
 - E. Review of Proposed Lease to Library District, (Old Town Hall building).
 - F. Proposed Extension to Interlocal Agreement with Clark County.
 - G. Verizon - Tree Removal
8. New Business:
 - A. Draft Ordinance for Municipal Code Adoption
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, WASHINGTON

TOWN COUNCIL MEETING MINUTES

DATE: August 7, 2017

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL ATTENDANCE:

PRESENT: Mayor Pro Tem Katie Listek

Council-member (s): Tami Bryant & Dave Hancock

ABSENT: Council-member(s): Rhonda Rowe & Vince Myers

STAFF: Town Clerk: Cindy Marbut

Public Works Director: Pete Roberts

Town Attorney: David Ridenour

APPROVE MINUTES OF PREVIOUS MEETING

Motion to approve the minutes from previous meetings was made by council-member Hancock

SECOND: Council-member: Bryant

VOTE: 3-0

YES: Council-member(s): Bryant, Hancock and Listek

NO:

ABSENT: Rowe & Myers

ABSTAIN:

****Motion unanimously passed.***

LATE CHANGES TO THE AGENDA

None

Citizens Communication

None

OLD BUSINESS:

A. Library Lease Agreement

Kim Mc Nally from the Fort Vancouver Library was present. There was discussion on the lease terms and rental costs for the facility. Pete Roberts, Public Works Director discussed previous approval for the awning. There was discussion on the type of materials that would be used. The Library would like to keep the rent low in exchange for maintenance provided to the interior of the building including cleaning. They would at some point in the future like to have a permanent building in Yacolt as it is the most used in the rural areas. There was discussion on the length of the renewal of lease agreement, with provisions that if it lapsed during the time of renegotiation there would be no penalties. The council provided information to be included in the lease agreement.

*Discussion Only

B. Municipal Code –Begin Adoption Process

David Ridenour, Town Attorney, provided a script for the Town Clerk and Mayor Pro Tem to read for the adoption of Resolution # 558 to the citizens and council members. He provided comments on the purpose of the resolution and the access of the draft municipal code to anyone interested in looking at it.

A motion was made by council-member Hancock to approve Resolution # 558 directing the Clerk to provide a copy of Municipal Code for public viewing and set public hearing notice for September 5, 2017.

SECOND: Council-member: Bryant

VOTE: 3-0

YES: Council-member(s): Bryant, Hancock & Listek

NO:

ABSENT: Myers & Rowe

ABSTAIN:

***Motion unanimously passed**

NEW BUSINESS:

A. North County Little League

No one was present from Little League to present their request. This will be held over to a future meeting.

****Informational Only***

B. Backroads Liquor License Renewal

Cindy Marbut, Town Clerk, explained the process of renewing a liquor license for the local business in town.

A motion was made by Council-member Hancock to approve the renewal of Backroads Liquor License.

SECOND: Council-member: Bryant

VOTE: 3-0

YES: Council-member(s): Hancock, Bryant & Listek

NO:

ABSENT: Myers & Rowe

ABSTAIN:

***Motion unanimously passed**

C. Verizon Tree Removal

Pete Roberts, Public Works Director, explained the request from Verizon – MCI to remove 3 trees that are inhibiting the signals for their business at the recreation park. He explained Verizon was seeking a proposal for compensation for the removal. He reached out to an arborist and discussed pruning the tops which would in effect kill the tree so it was not recommended. There was discussion of turning the tree stumps in to some kind of art. There was discussion about the value of the trees. Council-member Bryant suggested this topic return to the next meeting with a full council.

****Discussion Only***

D. The “Chicken Ordinance” # 415 Council Discussion about Citizen

David Ridenour, Town Attorney, explained that without a current Mayor he felt that reason to put this on the agenda for discussion. Staff deals with complaints often on this subject. There was discussion on the lack of clarity in this ordinance for citizens. He suggested that a brochure of myths & facts be put together and brought back to the council for review and then sent out as a mailer to the citizens. Council-member Bryant had concerns on providing the brochure to the entire town. Citizens in the audience had concerns that the brochure would be conceived as vote on chickens. Another citizens asked if the council would be looking to make changes in the ordinance and if so wouldn't it be better to get feedback from the citizens. Cindy Marbut, Town Clerk, suggested when the next newsletter goes out, once a Mayor has been appointed that it provide a link to a survey on chickens to allow the council to make a more informed decision on how to proceed with this ordinance. No clear directions were given by council on this issue.

****Discussion Only***

Mayor Pro-tem Listek Comments:

A thank-you to all the citizens and staff for a successful National Night Out.

David Ridenour, Attorney Comments:

Gary Albrecht from Clark County who is working on the Zoning and Critical Areas plans as part of an Interlocal agreement will be asking for an extension to the time it will take to do the work. He is behind a bit and will need additional time, the request could come at the next meeting.

Council Comments:

Council-member Listek showed the sidewalk chalk winners board if anyone was interested.

Pete Roberts, Public Works Director:

The RR crossing at Yacolt Rd was paved, but there are some concerns about the work and will be asking for it to be fixed, the one on Hoag St is very nice and looks good.

The elevator is need of repairs due to the type of breaker box installed. The costs will be about 850.00 which the council approved.

Cindy Marbut, Town Clerk

Provided Council with information on a worker who requested to leave his trailer parked in Yacolt while working on the Forestry roads and local roadways. The work will take about a month, Impact Auto granted him permission to park his trailer on their property since the commute back and forth to his home in Hood River is so long. Since there is no Motel, RV Park or other lodging in Yacolt the owners offered the gravel fenced area on their property. This information serves as notice to council that the trailer would be parked there and the information provided was verified.

A discussion on the summary of spring clean-up that was provided by the County about the amount of tires turned in along with metal, Freon, refrigerators etc.

Bleachers were ordered and received for the Recreation Park, public works was asked when they could be installed and a timeline of 2 weeks was determined.

The picnic table for the park were originally going to be concrete but the cost of shipping and for the tables was really expensive, an alternative was found for tables that were guaranteed for 50 years. Public Works will remove them in the winter to ensure longevity of the tables. Revenues and expenses of the 4th of July were discussed and the need for serious consideration of budgetary impacts from this event next year and moving forward.

A credit will be provided from Parties Inc for not providing the tug of war rope for our National Night Out event and small discount on next year's rental of the dunk tank.

The town's financial report was provided.

A motion was made by council-member Hancock to approve the payment of the bills in the amount of \$ 67,390.68

SECOND: Council-member: Bryant

VOTE: 3-0

YES: Council-member(s): Bryant, Listek & Rowe

ABSENT: Myers & Rowe

ABSTAIN:

WARRANTS

*General Fund \$46,509

*Streets: \$17,786

*Cemetery: \$119.20

*Storm Water: \$2,975.

****Motion unanimously passed.***

ADJORN: 8:17pm.

Cindy Marbut, Town Clerk

Katelyn Listek Mayor Pro Tem

Minutes approved on August 21, 2017



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Monday, August 21, 2017 Agenda Item:

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

Requester's Name	Town Council
Group Name (if applicable)	Mosquito Board
Address	n/a
Daytime Phone	n/a
Alternate Phone	n/a
E-Mail Address	n/a

Item Title:

Mosquito Board Presentation

Action Requested of Council:

This is a presentation

Proposed Motion:

none

Summary / Background:

Council was asked at a previous meeting by the town's representative if they would like to hear what the benefits are from the Mosquito Board and what they do for the County.

Governing Legislation:

n/a

Budget/Finance Impacts:

n/a

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

Staff Contact(s):

Cindy Marbut



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Monday, August 21, 2017 Agenda Item:

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

Requester's Name	Town Council
Group Name (if applicable)	n/a
Address	Town Hall
Daytime Phone	n/a
Alternate Phone	n/a
E-Mail Address	n/a

Item Title:

Interim Mayor Interviews

Action Requested of Council:

Appoint a new interim Mayor to finish out the 2 year term left vacant by Jeff Carothers

Proposed Motion:

I make a motion that we appoint _____ to fill the 2 year term vacancy as Mayor of Yacolt.

Summary / Background:

Council asked for the Mayors applications to be extended to allow more opportunity for citizens to apply for the position of Mayor

Governing Legislation:

Town Council

Budget/ Finance Impacts:

n/a

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

Vince Myers Application
Herbert Noble Application
Katelyn Listek Application

Staff Contact(s):

Cindy Marbut



Town of Yacolt

Request for Council Action

Proposed Meeting Date: Monday, August 21, 2017 Agenda Item:

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

Requester's Name	David W. Ridenour
Group Name (if applicable)	Town Attorney
Address	4001 Main Street, Suite 306, Vancouver, WA 98663
Daytime Phone	360-906-1556
Alternate Phone	
E-Mail Address	davidwr@copper.net

Item Title:

Review of Proposed Lease to Library District, (Old Town Hall building).

Action Requested of Council:

Approve terms for a new Agreement extending the Lease of the Old Town Hall building to the Fort Vancouver Regional Library District.

Proposed Motion:

"I move that the Council approve the proposed Lease Agreement Between the Town of Yacolt and the Fort Vancouver Regional Library District, (*note any changes requested*), and authorize the Mayor to sign the Lease Agreement on behalf of the Town."

Summary / Background:

This agenda item is for continued discussion about the proposed terms for the Lease of the Old Town Hall building to the Library. At its last meeting on August 7, 2017, the Council met with Ms. Kim McNally, (representing the Library District), and tentatively agreed to terms for the new Lease Agreement. Pursuant to the Council's direction, the Town Attorney revised the existing Lease Agreement to reflect the changes requested by the Council and the Library District. The revised Agreement is attached for the Council's review, and shows the changes that were made to the 2012 version of the Lease. The Library District has tentatively approved the changes.

Governing Legislation:

None.

Budget/Finance Impacts:

Rent payments under the Lease will be revenue to the Town.

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

Proposed Lease Agreement - (showing changes and additions)
Proposed Lease Agreement - Clean Draft - Track Changes Off

Staff Contact(s):

David W. Ridenour, Town Attorney; Pete Roberts, Public Works Director; Cindy Marbut, Town Clerk.

- A. Real Property Taxes. The parties recognize that both Landlord and Tenant are public entities and as such, Real Property Taxes are unlikely to be assessed to either party in their own right.
- B. Personal Property. Tenant shall pay, before delinquency, all personal property taxes assessed against its leasehold improvements, equipment, furniture, fixtures, inventory, and any of its other personal property on the Premises.

11. Tenant Duty to Indemnify, Defend and Hold Landlord Harmless.

- A. Tenant shall hold harmless, indemnify and defend Landlord, its elected and appointed officials, officers, employees and agents, from an against any and all third party claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or destruction or damage to property or business, arising out of this Tenant's occupancy and use under this Lease, or others for which it is responsible. **PROVIDED**, that Tenants obligation hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence or recklessness or intentional misconduct of Landlord, its elected or appointed officials, officers, employees or agents.
- B. In any and all claims against the Landlord, its elected or appointed officials, officers, employees, or agents by any employee of the Tenant, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Tenant under Workers Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the Tenant expressly waives any immunity the Tenant might have had under such laws, including but not limited to Title 51 of the Revised Code of Washington. **BY EXECUTING THIS LEASE, THE TENANT ACKNOWLEDGES THAT THE FOREGOING WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES. TENANT'S OBLIGATIONS UNDER THIS SECTION (SECTION 15) SHALL SURVIVE TERMINATION AND EXPIRATION OF THIS LEASE.**
- C. Tenant's obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Tenant, the Tenant's employees, or agents.

12. **Insurance.**

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

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

B. Other Matters.

Tenant Insurance

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

Landlord Insurance

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

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

13. Compliance with Laws.

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

14. Condemnation.

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

15. Surrender of the Premises and Holding Over.

- A. Upon ~~the expiration of the termination of this Lease~~ ~~Term or earlier termination~~ pursuant to the terms of this Lease, Tenant shall surrender the Premises, subject to and excepting depreciation and reasonable wear and tear. Tenant will allow Landlord's representative to inspect the Premises during reasonable business hours at least seven (7) days prior to the expiration or termination of this Lease to verify the condition of the Premises, and Tenant will notify Landlord of a convenient time for such inspection. Tenant will promptly correct any deficiency for which Tenant is responsible under the terms of this Lease, at Tenant's sole expense, and if Tenant fails to do so, Landlord may take the necessary action and collect its reasonable costs of performance as additional rent.
- B. Upon ~~expiration or other~~ termination of this Lease, Tenant shall remove all of Tenant's equipment, machinery, signs, tenant improvements, fixtures, furnishings and other personal property. Unless otherwise agreed by the parties, and except as limited by law, any personal property left on the Premises by Tenant twenty (20) days after expiration or termination of this Lease shall conclusively be considered abandoned and belonging to Landlord as a result of reversion, and Landlord shall be entitled to use, sell or dispose of it free of any interest of Tenant.
- C. If ~~upon termination of this Lease~~ Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month-to-month, subject to all of the provisions of this Lease,

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(except that the term will be month-to-month). No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Section shall not be construed as Landlord's consent for Tenant to hold over.

16. **Amendments.** No amendment or modification shall be made to this Lease, unless set forth in a written lease amendment signed by both parties.
17. **Warranty of Quiet Enjoyment.** So long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Premises and improvements free from any interference by Landlord or those claiming through Landlord, (subject to Landlord's right of access described in Section 9). On the date of execution of this Lease and thereafter, Landlord warrants that fee title to the real property is held in the name of Landlord, free and clear of all liens, encumbrances and restrictions.
18. **Events of Default.** The following events shall be deemed to be events of default by Tenant under this Lease:
 - A. Tenant shall have failed to pay rent or other amount required to be paid by Tenant under this Lease within twenty (20) days after written notice of such nonpayment by Landlord to Tenant;
 - B. Tenant shall have failed to perform any other term, covenant or condition of this Lease to be performed by Tenant except those described within Sections 18.A above, and Tenant shall have failed to cure the same within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, where such failure could reasonably be cured within such 30-day period; provided, however, that where such failure could not reasonably be cured within such 30-day period, then Tenant shall not be in default unless it has failed to promptly commence and thereafter continue to make diligent and reasonable efforts to cure such failure as soon as practicable, and in no event later than one hundred and eighty (180) days;
 - C. Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
 - D. Tenant files a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant is adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder;
 - E. A receiver or trustee is appointed for all or substantially all of the assets of Tenant;

- F. Tenant abandons, deserts or vacates the entire Premises, or otherwise fails to use the Premises as described in Section 5 hereof. (It shall not be a default if Tenant vacates or decommissions and does not use a portion of the Premises, so long as Tenant reasonably satisfies its obligations under Section 5 hereof.);
- G. Tenant fails to comply with any other term, provision or covenant of this Lease (other than the foregoing in this Section (Section 18), and does not cure such failure within twenty (20) days after written notice thereof to Tenant.

19. Remedies for Default. Upon the occurrence of any such events of default described in Section 18 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever.

- A. Landlord may terminate the Lease and accelerate all payments due hereunder which shall then become immediately due and payable.
- B. Enter upon the Premises, without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.
- C. Commence an action in law to recover monetary damages and/or in equity to obtain specific performance.
- D. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, such remedies being cumulative and non-exclusive. No act or thing done by Landlord or its agents during the Lease Term hereby granted shall be deemed a termination of this Lease by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of any payment hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If,

on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay any reasonable attorneys' fees so incurred.

20. **Consequential Damages.** The parties to this Lease waive any claim against the other under this Lease for consequential, punitive, incidental, or similar damages.

21. **Brokerage.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no other broker, agent or other person brought about this transaction and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction. Tenant further indemnifies and holds Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to any subsequent modification, extension, expansion of the Premises or other change in the terms of this Lease. The provisions of this paragraph shall survive the termination of this Lease.

22. **Termination.**

A. Tenant may terminate this Lease whenever the Tenant determines, in its sole discretion that such termination is in the best interests of the Tenant. Tenant may terminate this Lease upon giving one (1) year prior written notice by certified mail to the Landlord. In the event that Tenant does so terminate this Lease for convenience, the Tenant shall continue to bear responsibility for all obligations described herein up to the termination date specified in such notice.

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

23. **General Provisions.**

A. Notice. Each party to this Lease shall have a Lease Representative. Notices under this Lease shall be in writing, effective when personally delivered, or if mailed, effective when received after mailed registered mail, postage prepaid, to such party's Lease Representative. Rent and any other amounts payable to Landlord shall be sent to Landlord's Lease Representative. Any notice may also be sent by nationally recognized overnight courier, in which case it shall be deemed served or given upon

delivery to the party's address for notice purposes. The address of Landlord and Tenant's Lease Representatives appears below. Either party may change their Lease Representative, and/or the address for their Lease Representative, upon five (5) days' written notice to the other party.

LANDLORD:

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

TENANT:

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

- B. Time of Essence. Time is of the essence in the performance of this Lease.
- C. Section Headings. The captions inserted within this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.
- D. Successors and Assigns. This Lease shall be assignable by Landlord without the consent of the Tenant. The Tenants shall not assign or sublet the Premises, by operation of law or otherwise, without the Landlord's prior written consent. Subject to the provisions of this Agreement against assignment of Tenant's interest under this Agreement, all provisions of this Agreement extend to and bind, or inure to the benefit of, the parties to this Agreement and to every representative, successor, and assign of the parties.
- E. Non-waiver. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Lease does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time. All waivers of any provision(s) of this Lease shall be in writing and in the absence of such, no action or inaction shall be construed to be such a waiver.
- F. Attorney Fees. In the event that legal action is instituted to interpret or enforce the terms of this Lease, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees and other costs of litigation at trial, hearing or on appeal of such action, or on any petition for review, in addition to all other sums provided by law.
- G. Estoppel Certificate. Either party will within twenty (20) days after notice from the other deliver to the other party a certificate certifying whether or

not this Lease has been modified and is in full force and effect; whether there are any modifications or alleged breaches by the other party; the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Further, either party will within a reasonable time after notice from the other deliver to the other party a certificate certifying any other facts, not privileged or otherwise exempt from disclosure by virtue of law or court order, that may be reasonably requested. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested that the Lease is in full force and effect and has not been modified except as represented by the party requesting the certificate.

- H. Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation all payment obligations with respect to taxes and insurance and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to Tenant vacating the Premises, Tenant shall itself cause, or pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises, including without limitation all heating and air conditioning systems and equipment therein, in good condition and repair pursuant to Section 6 hereof, and shall leave the Premises in broom-clean condition. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant being liable for any additional costs therefore upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied, as the case may be.
- I. Entire Agreement. The parties agree that this Lease is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Lease are specifically excluded. This Lease shall not be valid or binding unless and until accepted by Landlord in writing and a fully executed copy delivered to both parties hereto. Once fully executed, this Lease shall supersede any and all prior leases between the parties with respect to the Premises. Notwithstanding the foregoing, the parties understand and agree that this Agreement effectively provides for the extension of that earlier Lease Agreement between the parties dated September 1, 2012, with certain terms being modified as described herein, and that the prior Lease Agreement between the parties shall continue in effect through its term ending August 31, 2017.
- J. Counterparts. This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.