

- K. Governing Law, Jurisdiction and Venue. This Lease shall be governed by and its terms and conditions construed in accordance with the laws of the State of Washington. Any action to enforce the provisions of this Lease shall be brought in the court(s) of competent jurisdiction of Clark County, Washington.
- L. Severability. If any of the provisions contained within this Lease shall be declared invalid, illegal or unenforceable in any respect, the validity of the remaining provisions contained in this Lease shall not be affected.
- M. Public Records Act. The parties hereby acknowledge that both Landlord and Tenant are governmental entities and as such are subject to the requirements of the Public Records Act, RCW 42.56 *et seq.* Accordingly, the parties understand that to the extent a proper request is made, one or both of the parties may be required by virtue of that Act to disclose any records actually in their possession or deemed by judicial determination to be in their possession, which may include records regarded by one of the parties as confidential or proprietary. To the extent that either party provides any records to the other that it regards as confidential or proprietary, the parties agree to conspicuously mark the records as such. The parties hereby waive any and all claims or causes of action for any injury they may suffer by virtue of the other party's release of records covered under the Public Records Act. Landlord and Tenant agree to take all reasonable steps to notify each other in a timely fashion of any request made under the Public Records Act which will require disclosure of any records marked by the other as confidential or proprietary, so that the party who has so marked the records may seek a judicial order of protection if necessary.
- N. Recording. This Lease shall not be recorded, but the parties shall execute a memorandum of this Lease in recordable form, which may be recorded. The memorandum of lease shall include references to and grants of any Easements.

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

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

LANDLORD:

TOWN OF YACOLT, a Washington municipal corporation

By: _____
Name: ~~Jeff Carothers~~
Title: Mayor

Attest:

Cindy Marbut, Town Clerk ~~Treasurer~~

Approved as to form:

David W. Ridenour, Town Attorney

TENANT:

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

By: _____
Name: ~~Amelia Shelley~~ ~~Jane Higgins~~ Bill Yee
Title: ~~Executive Director~~ ~~Chair, Library Board of Trustees~~

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STATE OF WASHINGTON)
)ss.
COUNTY OF CLARK)

On August _____, 2017~~2~~, before me personally appeared Jeff Carothers, to me personally known to be the **MAYOR of THE TOWN OF YACOLT, WASHINGTON**, a Washington municipal corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he/she/they was authorized to execute said instrument on behalf of said corporation.

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

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Signature: _____
Name (Print): _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

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On August _____, 2017~~2~~, before me personally appeared Amelia ShelleyPatty Duitman, to me known to be the **EXECUTIVE DIRECTOR** of the **FORT VANCOUVER REGIONAL LIBRARY DISTRICT**, an inter-county rural library district, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said inter-county rural library district on behalf of said agency, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said inter-county rural library district for the benefit of said agency.

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

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Signature: _____
Name (Print): _____
NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

Exhibit A
(Outline and Description of Premises)

Leased Premises
Identified by Diagonal
Lines and Border

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Exhibit B

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

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

Tax Account Parcel Number 65540000;

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

LEASE AGREEMENT

By and between

THE TOWN OF YACOLT

a Washington municipal corporation (“Landlord”)

and

**FORT VANCOUVER REGIONAL
LIBRARY DISTRICT,**

A Washington inter-county rural library district (“Tenant”)

Dated as of September 1, 2017

LEASE AGREEMENT

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

1. Basic Lease Information.

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

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

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

3. Premises and Term.

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

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

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

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

6. Alterations: Repairs and Maintenance by Tenant.

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

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

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

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

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

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

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

12. Insurance.

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

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

B. Other Matters.

Tenant Insurance

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

Landlord Insurance

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

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

13. Compliance with Laws.

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

14. Condemnation.

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

15. Surrender of the Premises and Holding Over.

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

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

- B. Upon termination of this Lease, Tenant shall remove all of Tenant's equipment, machinery, signs, tenant improvements, fixtures, furnishings and other personal property. Unless otherwise agreed by the parties, and except as limited by law, any personal property left on the Premises by Tenant twenty (20) days after expiration or termination of this Lease shall conclusively be considered abandoned and belonging to Landlord as a result of reversion, and Landlord shall be entitled to use, sell or dispose of it free of any interest of Tenant.
- C. If upon termination of this Lease Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month-to-month, subject to all of the provisions of this Lease, (except that the term will be month-to-month). No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Section shall not be construed as Landlord's consent for Tenant to hold over.

- 16. **Amendments.** No amendment or modification shall be made to this Lease, unless set forth in a written lease amendment signed by both parties.
- 17. **Warranty of Quiet Enjoyment.** So long as Tenant complies with all terms of this Lease, Tenant shall be entitled to peaceable and undisturbed possession of the Premises and improvements free from any interference by Landlord or those claiming through Landlord, (subject to Landlord's right of access described in Section 9). On the date of execution of this Lease and thereafter, Landlord warrants that fee title to the real property is held in the name of Landlord, free and clear of all liens, encumbrances and restrictions.
- 18. **Events of Default.** The following events shall be deemed to be events of default by Tenant under this Lease:
 - A. Tenant shall have failed to pay rent or other amount required to be paid by Tenant under this Lease within twenty (20) days after written notice of such nonpayment by Landlord to Tenant;
 - B. Tenant shall have failed to perform any other term, covenant or condition of this Lease to be performed by Tenant except those described within Sections 18.A above, and Tenant shall have failed to cure the same within thirty (30) days after written notice from Landlord, delivered in accordance with the provisions of this Lease, where such failure could

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

- C. Tenant becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
- D. Tenant files a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Tenant is adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder;
- E. A receiver or trustee is appointed for all or substantially all of the assets of Tenant;
- F. Tenant abandons, deserts or vacates the entire Premises, or otherwise fails to use the Premises as described in Section 5 hereof. (It shall not be a default if Tenant vacates or decommissions and does not use a portion of the Premises, so long as Tenant reasonably satisfies its obligations under Section 5 hereof.);
- G. Tenant fails to comply with any other term, provision or covenant of this Lease (other than the foregoing in this Section (Section 18), and does not cure such failure within twenty (20) days after written notice thereof to Tenant.

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

- A. Landlord may terminate the Lease and accelerate all payments due hereunder which shall then become immediately due and payable.
- B. Enter upon the Premises, without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to the Tenant from such action, whether caused by the negligence of Landlord or otherwise.

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

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

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

23. General Provisions.

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

LANDLORD:

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

TENANT:

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

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

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

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

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

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

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

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

LANDLORD:

TOWN OF YACOLT, a Washington municipal corporation

By: _____

Name:

Title: Mayor

Attest:

Cindy Marbut, Town Clerk

Approved as to form:

David W. Ridenour, Town Attorney

TENANT:

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

By: _____

Name: Amelia Shelley

Title: Executive Director

[illegible]

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

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

Signature: _____
 Name (Print): _____
 NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My appointment expires: _____

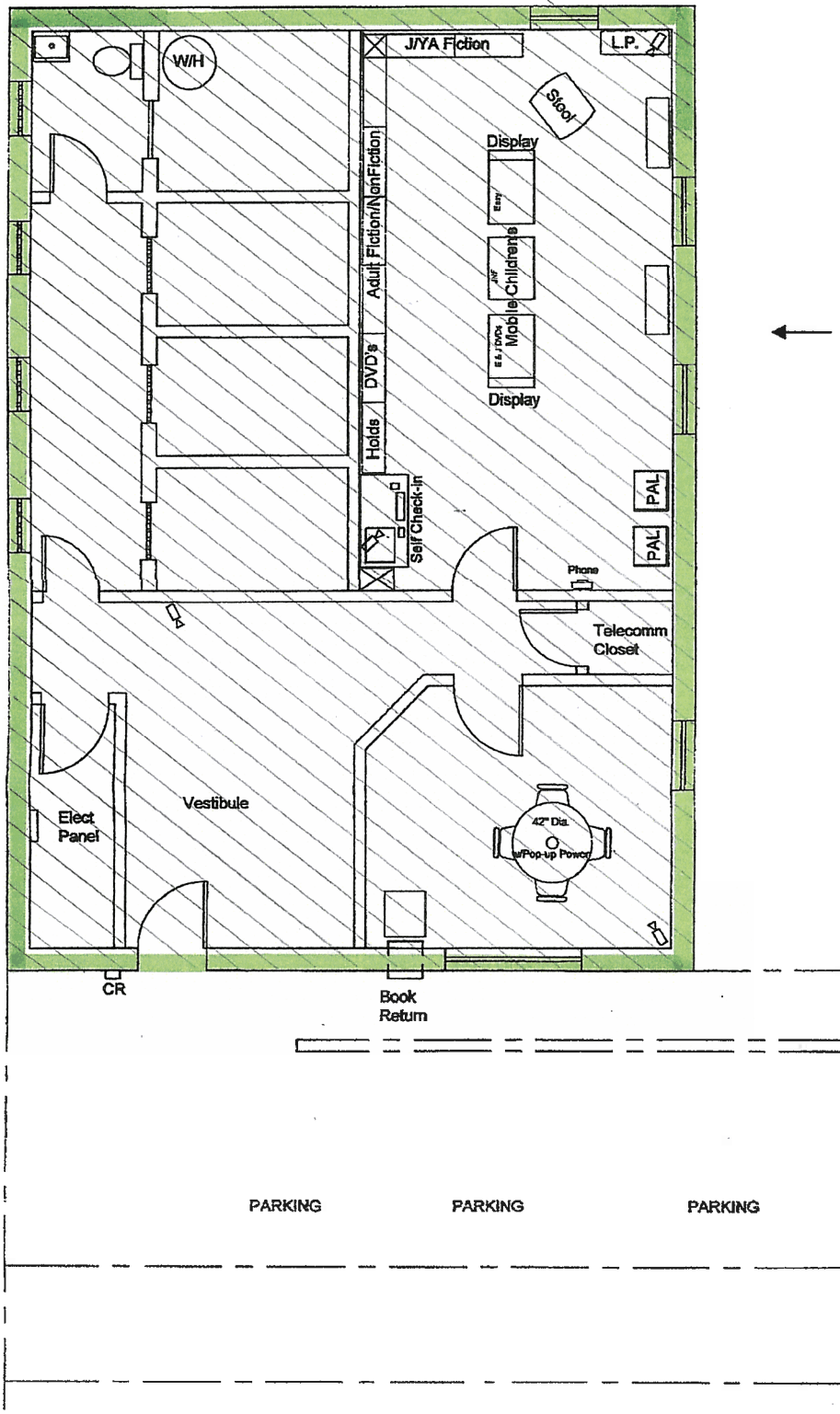
STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

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

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

Signature: _____
 Name (Print): _____
 NOTARY PUBLIC in and for the State
 of Washington, residing at _____
 My appointment expires: _____

Exhibit A
(Outline and Description of Premises)



← Leased Premises
Identified by Diagonal
Lines and Border

Exhibit B

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

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

Tax Account Parcel Number 65540000;

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



Town of Yacolt

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:

Proposed Extension to Interlocal Agreement with Clark County.

Action Requested of Council:

Approve Clark County's proposed Contract Amendment giving it more time to complete its update to Yacolt's development, planning and critical areas Ordinances.

Proposed Motion:

"I move that the Council approve and authorize the Mayor to sign the proposed 'First Amendment to Interlocal Agreement Between Clark County and the Town of Yacolt'."

Summary / Background:

Clark County Community Planning Services is updating the Town's development, planning and critical areas Ordinances to be more consistent with the County's Comprehensive Growth Management Plan. The work is being performed pursuant to an Interlocal Agreement with Yacolt dated April 3, 2017. That Agreement expired on August 14, 2017, though the County's work on the project is not yet complete.

The proposed Amendment states a new termination date of February 28, 2018. The County expects that this will provide sufficient time to finish the work, even if other challenges or delays are encountered.

The Public Works Director and Town Engineer do not object to the proposed extension. The Town Attorney has approved the proposed Amendment as to form.

Governing Legislation:

Budget/Finance Impacts:

The Amendment may result in reduced costs for the work in the current fiscal year, with some of the costs being delayed until 2018.

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

Proposed First Amendment to Interlocal Agreement Original Interlocal Agreement for Planning Services

Staff Contact(s):

David W. Ridenour, Pete Roberts.

**First Amendment to Interlocal Agreement
between
Clark County and the Town of Yacolt**

Clark County, Washington, (County), a political subdivision of the State of Washington, and the Town of Yacolt, Washington (Yacolt), entered into a Interlocal Agreement (Agreement) on April 3, 2017 for professional long-range planning services. This amendment to the Agreement is dated as of _____, 2017.

WITNESSETH

WHEREAS the update to the development regulations has taken longer than anticipated; and

WHEREAS the additional work on the update to the development regulations is anticipated to extend beyond the original agreed upon completion date; and

WHEREAS although the contract term of the Agreement has closed, before the additional required work desired by Yacolt could be performed, the Agreement allows for amendments approved in writing by the parties;

NOW, THEREFORE, THE COUNTY AND THE TOWN HEREBY AMEND THE Agreement AS FOLLOWS:

1. Term of Agreement: The contract period is extended to February 28, 2018.
2. Agreement in Effect: The unamended provisions of the Agreement remain in full force and effect.

CLARK COUNTY
BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: _____
Marc Boldt, Chair

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

John Blom, Councilor

Eileen Quiring, Councilor

Date: _____

Approved as to form only:
Anthony F. Golik, Clark County Prosecutor

By: _____
Christine Cook, Senior Deputy Prosecuting
Attorney

TOWN OF YACOLT

By: _____
Its Mayor

Date: _____

Approved as to form only:
By: _____
David W. Ridenour, Town Attorney

**INTERLOCAL AGREEMENT BETWEEN
CLARK COUNTY AND THE TOWN OF YACOLT**

**CLARK COUNTY COMMUNITY PLANNING SERVICES FOR
THE TOWN OF YACOLT**

RECEIVED
APR 27 2017
BY: _____

I. INTRODUCTION

This Interlocal Agreement (Agreement) is entered into between the Town of Yacolt (Yacolt) and Clark County (County).

II. BACKGROUND

Yacolt recognizes its responsibility under WAC 365-196-500 to adopt internally consistent development regulations that implement its Comprehensive Growth Management Plan (Plan). In 2013, Yacolt updated its Plan, and must also update its development regulations to be consistent with the Plan and to ensure compliance with the requirements of RCW 36.70A.130 of the Growth Management Act (GMA). Yacolt seeks services from Clark County through the Clark County Department of Community Planning to provide assistance in updating Yacolt's development regulations.

Clark County Community Planning is willing and able to provide planning services to assist Yacolt in achieving consistency between Yacolt's development regulations and Plan, and to assist Yacolt in ensuring that Yacolt's development regulations comply with the provisions of RCW 36.70A.130 that concern critical areas.

III. PURPOSE

The purpose of this Agreement is to establish the terms by which Clark County Community Planning will provide certain planning services to Yacolt, and Yacolt will compensate Clark County Community Planning for the services provided. Clark County and Yacolt agree upon the following:

IV. SCOPE OF WORK

A. Clark County Community Planning will provide the following services to Yacolt:

1. Draft Amendments to Development Regulations:
 - a. Update Yacolt's development and zoning regulations, (Ordinance #371 as amended), to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA.
 - b. Delete MH from Ordinance 371 Section 6: Manufacturing Districts (ML, MH) to insure consistency with the updated Plan.

2. Update Yacolt's Critical Lands Ordinance #440, as amended, to reflect consistency with the Plan and to incorporate Best Available Science, as that term is used within GMA, with respect to the protection of resource lands and critical areas.
3. SEPA. Conduct an environmental review of the impacts of the proposed amendments to the development regulations, in accordance with Washington State Environmental Policy Act (SEPA) requirements.
4. Public Proceedings.
 - a. Provide the Yacolt Council with staff support during various decision points in the planning process.
 - b. Provide staff support during public workshops, meetings and hearings pertaining to the development regulations.
5. No Responsibility for Other Planning Work. Except as explicitly set forth in this Agreement, Clark County Community Planning shall not be responsible for processing applications for development permits, rezones, or Plan amendments received by Yacolt during the term of this Agreement.
6. Staffing. Clark County Community Planning shall assign staff to the project and will not substitute staff without the permission of Yacolt, which will not be unreasonably withheld.

B. Yacolt Responsibilities and Conditions:

1. Elected and appointed officials will conduct public workshops, meetings and hearings on the development regulation update. They will also participate in public involvement meetings, as appropriate.
2. In compliance with GMA, publish all notices of workshops, meetings and hearings on the development regulations, as well as notices of planning decisions or other actions pertaining to the development regulations.
3. Formally submit planning documents to the Washington Department of Commerce and other state agencies with jurisdiction or interest in the development regulations, in accordance with RCW 36.70A.106.
4. Consider the development regulations and implementing ordinances for adoption.
5. Elected and appointed officials will be available to Clark County Community Planning staff to provide input on their desires for the substance of the development regulations.
6. Issue all press releases and be the lead for all public communication regarding development regulations and ordinance status and substance.

Clark County Community Planning may respond with the permission of Yacolt project contact or mayor.

C. Project Milestones

Timeline and Budget: Yacolt Development Code.

Tasks	Description	Start Date	End Date	STAFF				Budget
Goal	Update Development regulations to reflect Yacolt's Plan.			Gary Abrecht	Brent Davis	County Support Staff	Oliver Orjiako	
1. TASK 1	Facilitate Yacolt's review of the as amended Ordinance 371 and 440			10.0		2.00	1.00	\$903
	TASK 1 SUBTOTAL			10.0		2.00	1.00	\$903
Deliverable	Provide Summary Report	1-Apr-17	4/31/2017					
2. TASK 2	Review as amended zoning code (Ord. 371)			2.0		0.50	0.50	\$238
3. TASK 3	Review as amended critical areas code (Ord. 440)			80.0	10.0	2.50	1.00	\$5,365
4. TASK 4	Committee Review			20.0		2.00	1.00	\$1,366
	TASK 2-4 SUBTOTAL			102.0	10.0	5.00	2.50	\$6,968
Deliverable	Provide summary of proposed changes	3-May-17	5-Jun-2017					
5. Town Council Review								
a.	Presentation of the first draft			3.0		1.00	0.50	\$359
	TASK 5 SUBTOTAL			3.0		1.00	0.50	\$359
6. OPEN HOUSE								
a.	Public presentations- Open Houses			3.0		1.00	0.50	\$359
	TASK 6 SUBTOTAL			3.0		3.00	1.50	\$799
	Task 5-6 SUBTOTAL							\$1,158
Deliverable	Adoption Process	8-Jun-17	6-Jul-17					
7.	Adoption Notice							
a.	Submit SEPA			2.0		1.00	0.50	\$313
b.	Submit Commerce 60-day Notice			2.0		1.00	0.50	\$313
	TASK 7 SUBTOTAL			4.0		2.00	1.00	\$625
8. Town Council Review								
a.	Public input presentation			3.0		1.00	0.75	\$394
b.	Adoption presentation			3.0		1.00	0.75	\$394
	TASK 8 SUBTOTAL			6.0		2.00	1.50	\$788
	Adoption Process SUBTOTAL							\$1,413
Project Management (4 hours/month/5 months)				20.0		2.50	1.00	\$1,441
Travel reimbursements - 22 person visits@ \$250/person (includes mileage, and meals)								\$5,500
TOTAL				148.0	10.0	17.50	9.00	\$17,382.72

D. Contacts for the Parties. Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

For Clark County:

Oliver Orjiako, Community Planning Director
P.O. Box 9810
Vancouver, WA 98666-9810;
Oliver.orjiako@clark.wa.gov
360-397-2280 x4112

For Town of Yacolt:

Pete Roberts, Public Works Director
P.O. Box 160
Yacolt, WA 98675;
Pete.roberts@townofyacolt.com
360-686-3922

The name and address to which notices shall be directed may be changed by a Party by giving the other Parties notice of such change as provided in this section.

V. PERIOD OF AGREEMENT

The period of this Agreement is from March 1, 2017 to August 14, 2017, unless extended. See *Agreement Modifications*.

VI. BUDGET & PAYMENT

- A. Budgeted Work.** Work performed under this agreement will be consistent with the Scope of Work presented in Section 4 and the Budget column. The budget includes estimates the cost of staff time, materials and travel that Clark County Community Planning anticipates incurring in completing the work. The budget is divided into three parts which correspond with the two major planning projects: 1) Propose to remove Heavy Manufacturing from the zoning code Ordinance 371; 2) update Ordinance 440 using Best Available Science; WAC 365-195-900; and 3) staff support to the Yacolt Council during development regulation adoption process.
- B. Invoice and Payment Schedule.** Each quarter Clark County Community Planning will submit to the Yacolt an invoice for services and expenses for the previous quarter, with a brief report on the services rendered that quarter. Yacolt will pay Clark County Community Planning within 30 days of receiving an appropriate invoice for services and expenses.
- C. Limitation on Payments.** Total payments to Clark County Community Planning will not exceed \$17,383.72 and may be less than the budget established for the project, depending upon the amount of work performed.

VII. AGREEMENT MODIFICATIONS

This Agreement and budget may be modified only by written amendments that are approved and signed by both parties.

VIII. AGREEMENT TERMINATION

Either party may terminate this agreement for any reason before August 14, 2017, upon 15 days written notice before the date of termination. At the time of termination, all work products become the property of Yacolt. If the agreement is terminated Yacolt is responsible for payment for duties performed by the Clark County Community Planning.

IX. PUBLIC INVOLVEMENT

Yacolt and Clark County Community Planning will jointly develop a public involvement program for the development code update.

X. RELATIONSHIP OF PARTIES

An independent contractor-client relationship is created through this Agreement. No agent, employee, representative or subcontractor of Clark County Community Planning shall be deemed an employee, agent, representative or subcontractor of Yacolt by virtue of this Agreement.

XI. INDEMNIFICATION

A. County Responsibility.

1. Clark County agrees to indemnify, defend, save and hold harmless Yacolt, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to, grossly negligent, reckless, or willful deeds, in the performance of services by Clark County Community Planning pursuant to this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Yacolt retains the right to participate in said suit if any principal of public law is involved.
3. This indemnity and hold harmless shall include any claim made against Yacolt by an employee of Clark County or subcontractor or agent of Clark County, even if Clark County is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. For this purpose, Clark County, by mutual negotiation, hereby waives any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
4. Clark County shall not be required to indemnify or hold Yacolt harmless for any liability, claim, demand, cause of action, suit, or judgment, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature, arising out of, or in connection with, or incident to,

any decision made or action taken by Yacolt staff or officials that is listed under Yacolt Responsibilities and Conditions, Section IV.B, above, or that is contrary to advice provided by Clark County Community Planning.

B. Yacolt's Responsibility.

1. Yacolt agrees to indemnify, defend, save and hold harmless Clark County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services for Yacolt by Clark County Community Planning for the good faith professional judgments that may be found erroneous, or arising out of grossly negligent, reckless, or willful deeds of Yacolt, in the performance of its obligations under this Agreement.
2. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought, Clark County retains the right to participate in said suit if any principal of public law is involved.

XII. ASSIGNMENT. Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.

XIII. INTERLOCAL COOPERATION ACT COMPLIANCE. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.

A. Duration of Agreement. The duration of this Agreement is as set forth in Section V, above.

B. No Separate Entity; Joint Administration. No separate legal or administrative agency exists or will be established in connection with this Agreement. Administration of this Agreement will be the joint responsibility of the Parties hereto, each only for its actions hereunder.

C. Purpose of Agreement. The purpose of this Agreement is as set forth in Section III, above.

D. Manner of Financing. The budget and scope of work pursuant to this Agreement are set forth in Sections IV.C and VI, above. Yacolt has provided for the payment for services to be provided under this Agreement through its annual budget process for 2017, with the source of payment to be Yacolt's general operating fund.

E. No Real Property. No real property will be acquired, held, used, or disposed of in connection with this Agreement. All work product and deliverables produced pursuant to this Agreement will become the property of Yacolt. All other property



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	Pete Roberts Public Works Director
Group Name (if applicable)	Verizon
Address	Hoag St Station
Daytime Phone	n/a
Alternate Phone	n/a
E-Mail Address	pete.roberts@townofyacolt.com

Item Title:

Verizon - Tree Removal

Action Requested of Council:

Decide if the removal of 3 trees would be permissible and what type of compensation proposal should be given to Verizon

Proposed Motion:

I make a motion that Pete Roberts relay the requests of the council to Verizon in the removal of the 3 trees discussed and the Town's proposal for compensation

Summary / Background:

This was on the last agenda, council felt that all council members should be present to make this decision. Verizon is seeking to remove 3 trees that are blocking their signals and impeding on their ability to provide their services. They would like to know how the town would like to be compensated for the removal of the 3 trees.

Governing Legislation:

Town Council

Budget/Finance Impacts:

none

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

Staff Contact(s):

Pete Roberts Public Works Director



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 Ridenour, Town Attorney

Group Name (if applicable) n/a

Address 4001 Main St. Suite 306 Vancouver, WA

Daytime Phone 360.906.1556

Alternate Phone n/a

E-Mail Address davidwr@copper.net

Item Title:

Draft Ordinance for Municipal Code Adoption

Action Requested of Council:

Review draft ordinance prior to the final presentation on September 5, 2017 for Municipal Code Adoption.

Proposed Motion:

none

Summary / Background:

The town has been working on the adoption process of its municipal code. This ordinance will make the process of adoption final.

Governing Legislation:

Town Council

Budget/Finance Impacts:

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

Draft Ordinance for Municipal Code Adoption

Staff Contact(s):

David Ridenour, Town Attorney, Cindy Marbut, Town Clerk

ORDINANCE # [REDACTED]

**AN ORDINANCE REVISING, CODIFYING AND COMPILING THE GENERAL ORDINANCES OF
THE TOWN OF YACOLT, WASHINGTON**

Whereas, the Town of Yacolt, (hereafter "Town" or "Yacolt"), is authorized by RCW 35.21.500-570, (inclusive), to codify its general Ordinances under appropriate titles, parts, chapters and sections;

Whereas, the Town Council of Yacolt has deemed it advisable and necessary to codify the Town's general Ordinances so that the content of those Ordinances may be readily available to the Town and to the public;

Whereas, the Town directed Code Publishing Company of Seattle, Washington, to revise, codify and compile the Town's general Ordinances for the purpose of adopting a municipal code;

Whereas, a code of general Ordinances entitled "Town of Yacolt Municipal Code" has been prepared by Code Publishing Company of Seattle for adoption by the Town Council;

Whereas, the Town did on August 8, 2017, file an electronic and printed copy of the codification in the office of the Town Clerk;

Whereas, at the public Town Council meeting held on August 7, 2017, the Town Clerk gave a first reading of the Title of this adopting Ordinance and of the Title of the code proposed for adoption at the regular Town Council meeting on September 5, 2017;

Whereas, the Town Council scheduled a public hearing on the subject of the proposed code to be held during its regular Council meeting on September 5, 2017;

Whereas, in compliance with RCW 35.21.530, the Town Council directed the Town Clerk to publish notice of said public hearing once in the Town's official newspaper, not more than fifteen nor less than ten days prior to the public hearing, indicating that the Town's general Ordinances have been compiled for codification, and that a copy of such compilation or codification is on file in the Town Clerk's office for inspection;

Whereas, the Town has satisfied the public hearing and notice requirements of RCW 35.21.530 prior to adoption of this Ordinance; and,

Whereas, the Town Council of Yacolt is in regular session this 5th day of September, 2017, and all members of the Town Council have had notice of the time, place, and purpose of said meeting:

**NOW THEREFORE, be it Ordained by the Town Council of the Town of Yacolt,
Washington:**

Section 1 – Adoption of Municipal Code: Pursuant to the provisions of RCW 35.21.500-570, (inclusive), there is hereby adopted the "Town of Yacolt Municipal Code" as revised, reformatted, indexed, codified, compiled, edited, and published by Code Publishing Company, Seattle, Washington.

Section 2 - Title, Citation, and Reference: The above-mentioned Code shall be known as the "Town of

Yacolt Municipal Code". It shall be sufficient to refer to said Code as the Yacolt Municipal Code in any prosecution for the violations of any provision thereof or in any proceeding at law or in equity. It shall be sufficient to designate any ordinance adding to, amending, correcting or repealing all or any part thereof as an addition to, amendment to, correction or repeal of the Yacolt Municipal Code. Further reference may be had to the titles, chapters, sections and subsections of the Code and such references shall apply to those numbered titles, chapters, sections or subsections as they appear in the Code.

Section 3 - Purpose of Code: The provisions of the Yacolt Municipal Code and all proceedings under it are to be construed with a view to affect its objects and to promote substantial justice.

Section 4 - Proof of Ordinances: As provided for by RCW 35.21.550, copies of such Code in published form shall be received as the Ordinances of permanent and general effect of the Town of Yacolt without further proof in all Courts and administrative tribunals of the State of Washington.

Section 5 - Codification Authority: The Town's Mayor or other designee shall have the following specific authority as to editing, rearranging, and/or grouping of ordinances:

- a). Editing ordinances to the extent deemed necessary or desirable for the purpose of modernizing and clarifying the language of such ordinances, but without changing the substance or meaning of any such ordinance;
- b). Substituting for the term "this ordinance," where necessary, the term "section," "part," "code," "chapter," "title," or reference to specific section or chapter numbers, as the case may require;
- c). Correcting manifest errors in reference to other ordinances, laws and statutes, and manifest spelling, clerical or typographical errors, additions, or omissions;
- d). Dividing long sections into two or more sections and rearranging the order of sections to ensure a logical arrangement of subject matter;
- e). Changing the wording of section captions, if any, and providing captions to new chapters and sections; and,
- f). Striking provisions manifestly obsolete and eliminating conflicts and inconsistencies so as to give effect to the legislative intent.

Section 6 - Authority of the Mayor to Make Minor Editorial Corrections to Amendments, Updates, and Revisions: The purpose of this Section is to grant non-substantive editorial authority to format future ordinances, amendments, and revisions to the Code so that textual changes are uniform to the provisions of the Code.

- a). The Mayor and/or the Mayor's designee may provide for a uniform style and form of the Yacolt Municipal Code by making minor changes, corrections or revisions to any ordinances submitted for inclusion in the Code which do not affect their sense, meaning, effect or substance.

- b). Such changes, corrections or revisions include renumbering, re-lettering, capitalizing, punctuation, dividing provisions of the Code, providing new headings and catchlines, and correcting omissions or captions.
- c). The Mayor and/or the Mayor's designee may substitute a current title of an agency, bureau, committee, commission or department head to conform to changes to titles or duties enacted by law or ordinance.
- d). The Mayor and/or the Mayor's designee may substitute references to a title, chapter, or section of the Yacolt Municipal Code to conform to changes enacted by ordinance.
- e). The Mayor and/or the Mayor's designee may also make minor editorial changes consistent with those outlined in this section.

Section 7 - Title, Chapter, and Section Headings or Catchlines: Title, chapter, and section headings or catchlines contained in the Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of any title, chapter or section of the Code.

Section 8 - Reference Applies to All Amendments: Whenever a reference is made to the Code as the Yacolt Municipal Code or to any portion thereof, or to any Ordinance of the Town, the reference shall apply to all amendments, corrections and additions heretofore, now, or hereafter made.

Section 9 - Citations to Ordinances: Reference to the Yacolt Municipal Code in documents and matters of record prior to the effective date of this Ordinance shall be construed to apply to the corresponding provisions of the Code adopted in this Ordinance.

Section 10 - Ordinances Passed Prior to Adoption of Code: The last general Ordinance included in the initial Code is Ordinance #564, passed June 19, 2017.

Section 11 - Effect of Code on Past Actions and Obligations: Neither the adoption of the Code nor the repeal or amendment of any Ordinance or part or portion of any Ordinance shall affect the prosecution for Ordinance violations that were committed prior to the effective date of the adoption of the Code. The adoption of the Code shall not be construed as a waiver of any license, fee, penalty, debt, forfeiture or obligation due and unpaid to the Town on the date the Code takes effect. All rights, fines, entitlements, duties, and proceedings existing pursuant to any Ordinance on the date of the adoption of the Code shall remain in effect unless specifically repealed in this Ordinance providing for adoption of the Code. No bonds or cash required to be posted, filed or deposited pursuant to any Ordinance shall in any way be made invalid by the adoption of the Code.

Section 12 - Certain Ordinances Not Repealed or Affected by Adoption of Code: The provisions of the Code, so far as they are in substance the same as those Ordinances existing at the time of the effective date of the Code, shall be considered as continuing and superseding those Ordinances and not as new enactments. Nothing in the Code or this Ordinance adopting the Code shall be construed to repeal or otherwise affect the validity of any of the following:

- a). The administrative Ordinances or Resolutions of the Town not in conflict or inconsistent with the provisions of the Code;

- b). The special Ordinances or Resolutions of the Town, including Ordinances or Resolutions that are special in nature or for a specific period of time, (e.g., budget, annexation, street vacation), that have not been or are not in the future included in the Code;
- c). Any Ordinance levying or imposing taxes not included in the Code;
- d). Any Ordinance or Resolution of agreement with another political subdivision; and,
- e). Any other Ordinance or Resolution, or part thereof, which is not of a general and permanent nature; or which is referred to elsewhere in this Code as continuing in effect.

Section 13 - Amendments to Code; Effect of New Ordinances; Amendatory Language:

- a). All ordinances passed subsequent to this initial adoption of the Code which amend, repeal or in any way affect the Code may be numbered in accordance with the numbering system of the Code and printed for inclusion therein. When subsequent ordinances repeal any chapter, section or subsection or any portion thereof, the repealed portion may be excluded from the Code by omission from reprinted pages.
- b). Amendments to any of the provisions of the Code may be made by amending the provisions by specific reference to the section of the Code in substantially the following language:

“Section _____ of the Town of Yacolt Municipal Code is hereby amended to read as follows: .
 . . (Set out new provisions in full).”

- c). When the Town Council desires to enact an ordinance of a general and permanent nature on a subject not heretofore existing in the Code, which the Town Council desires to incorporate into the Code, a section in substantially the following language may be made a part of the ordinance:

“Section _____. It is the intention of the Town Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Town of Yacolt Municipal Code, and the sections of the Code and this Ordinance may be renumbered to accomplish that intention.”

- d). All sections, articles, chapters or provisions of the Code desired to be repealed may be specifically repealed by section or chapter number, as the case may be.
- e). Where necessary to avoid a conflict with existing provisions of the Code, amending ordinances may be renumbered by the official codifier for the Town to carry out the intent of the Town Council, provided that no such numbering change shall be made without prior approval of the Town.

Section 14 - Effect of Repeal: The repeal of an Ordinance shall not repeal the repealing clause of such Ordinance or revive any Ordinance which has been repealed thereby.

Section 15 - Inconsistent Ordinances: All general Ordinances of the Town that are inconsistent with the Code

are hereby superseded, rather than repealed, and in the event any portion of the Code is for any reason found or held to be invalid, the superseded Ordinance shall be revitalized and shall prevail.

Section 16 - Severability: If any section, subsection, sentence, clause or phrase of this Ordinance or of the Code is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance or the Code. The Town Council declares that it would have passed the Code, at each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases have been declared invalid or unconstitutional, and if for any reason the Code should be declared invalid or unconstitutional, then the original Ordinance or Ordinances shall be in full force and effect.

Section 17 - Effective Date: This Ordinance shall take effect immediately upon adoption. The Town Clerk is directed to publish the following summary in the Town's official newspaper:

Town of Yacolt - Summary of Ordinance # [REDACTED]

The Town Council of the Town of Yacolt adopted Ordinance # [REDACTED] at its regularly scheduled Town Council meeting held on September 5, 2017. The content of the Ordinance is summarized in its title as follows: "AN ORDINANCE REVISING, CODIFYING AND COMPILING THE GENERAL ORDINANCES OF THE TOWN OF YACOLT, WASHINGTON". The effective date of the Ordinance is September 5, 2017.

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

Published this 13th day of September, 2017.
Cindy Marbut, Town Clerk

PASSED by the Town Council of the Town of Yacolt, Washington, at a regular meeting thereof this 5th day of September, 2017.

TOWN OF YACOLT

[REDACTED], Mayor

Attest:

Cindy Marbut, Town Clerk

Ayes: _____
Nays: _____
Absent: _____
Abstain: _____

DRAFT

TOWN CLERK'S CERTIFICATION

I hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance # [REDACTED] of the Town of Yacolt, Washington, entitled "AN ORDINANCE REVISING, CODIFYING AND COMPILING THE GENERAL ORDINANCES OF THE TOWN OF YACOLT, WASHINGTON", as approved according to law by the Town Council on the date therein mentioned. The Ordinance has been published or posted according to law.

Attest:

Cindy Marbut, Town Clerk

Published: September 13, 2017
Effective Date: September 5, 2017
Ordinance Number: [REDACTED]