

Winlock Comprehensive Plan Update



Presented By:
Jackson Civil

JACKSON CIVIL

What is a Comprehensive Plan

- ❖ **20-Year Community Vision**
- ❖ **Provides Guidance for Managing Growth**
- ❖ **Sets out Community Goals**
- ❖ **Establishes Policies and Strategies for Achieving the Goals**

Why Does a Community have a Comprehensive Plan

- ❖ **Mandated by the State Since 1994 under the Growth Management Act**
- ❖ **Required to be Eligible for State Funding such as Infrastructure**
- ❖ **Align Local Regulations with State Requirements**
- ❖ **Establishes Policies and Strategies for Achieving the Goals**

Elements of Comprehensive Plan

Comprehensive Plan

Land Use
Housing
Capital Facilities
Utilities
Transportation
Shoreline
Essential Public Facilities
Tribal Planning
Climate Change & Resiliency
Economic Development
Parks & Recreation
Optional Elements
Consistency
Public Participation

Development Regulations

Critical Areas
Zoning Code
Shoreline Master Plan
Resource Lands
Essential Public Facilities
Subdivision Code
Stormwater
Organic Materials Management
Impact Fees
Concurrency & TDM
Tribal Participation
Regulations for Optional Elements
Project Review Procedures
Plan & Regulation Amendments

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Legislative Requirements

HB 1220: Emergency and affordable housing

HB 1241: Changes the Periodic update and SMP cycles from 8 to 10 years. Requires a 5-year implementation progress report and an annual work program for select jurisdictions

HB 1717: Tribal participation in planning

HB 2001: Expands the ability to build tiny houses

SB 5042: Changes the initial effective date of certain actions under the GMA and addresses premature vesting

SB 5118: Supports successful reentry for juveniles, amending the definition of “essential public facilities”

SB 5235: Increasing housing unit inventory by removing arbitrary limits on housing

SB 5275: Enhances opportunity in LAMIRDs

SB 5368: Encourages rural economic development

SB 5593: Allows a county to make revisions to a UGA boundary to accommodate patterns of development

SB 5818: Promotes housing construction in cities through amendments to and limiting appeals under SEPA and GMA

HB 1110: Middle housing

HB 1337: ADUs

HB 1293: Project and design review standards

HB 1042: Building conversion and density

HB 1181: Climate change and environmental justice

HB 1170: Ecology’s climate resilience strategy

SB 5412: SEPA categorical exemptions for housing

SB 1758: SMA fish hatchery permitting

SB 5104: Baseline survey of Puget Sound shorelines

HB 1216: Clean energy project siting

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Climate & Resiliency

❖ **New Element Added to Growth Management (HB 1181)**

- ✓ **Mitigation** – Actions taken to reduce or eliminate the emissions of greenhouse gases(present and future) in order to reduce the rate and extent of climate change damage. Mandatory for 11 counties and their cities over 6,000 population.
- ✓ **Resilience** – The ongoing process of anticipating, preparing for ,and adapting to changes in climate and minimizing negative impacts to natural systems, infrastructure, and communities. Mandatory for all fully planning jurisdictions

❖ **Environmental Justice is a Component**

- ✓ **Climate Element must:** A) Prioritize GHG reductions in overburdened communities and B) Prioritize climate resilience in communities that will disproportionately suffer from compounding environmental impacts.
- ✓ **Land Use Element** – will avoid worsening environmental health disparities
- ✓ **Transportation Element** – will ensure multimodal levels achieve EJ goals

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Allocation & Capacity 2023-2045

- ❖ **Population Growth 2,641**
- ❖ **Added Housing Units 1,248**
- ❖ **Added Jobs 1,523**
- ❖ **Ability to Expand Urban Growth Area Will Depend on:**
 - ✓ Land Capacity Analysis
 - ✓ Ability to adjust current zoning
 - ✓ Identify areas that minimize burden of transportation and utilities

Public Participation

- ❖ Provide interested parties with timely information, an understanding of the process, and multiple opportunities to review and comment on proposed amendments
- ❖ Actively solicit information from citizens, property owners, specialty districts and stakeholders about their concerns, questions, and priorities for the Comprehensive Plan update.

Website	Stakeholder Group
News Media	Notice to Mail List
Survey	Comments via Letter or Email
Open House	Public Hearings

Timeline

Planning Commission – April 2024

City Council – April 2024

Stakeholder Meeting – May 2024

Planning Commission – June 2024

City Council Initial Draft Materials – June 2024

Stakeholder Meeting September 2024

Planning Commission Update – September 2024

City Council Update – October 2024

Stakeholder Meeting – January 2025

Planning Commission Hearing – February 2025

City Council Hearing for Draft – March 2025

Public hearing for Ordinance adoption – June 2025

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Questions

Any Questions?



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Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 6-W-968(010)-1	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION NW Arden Ave Reconstruction	
CONSULTANT NAME & ADDRESS Jackson Civil Engineering, LLC PO Box 1748 Battle Ground, WA 98604-4687	
AGREEMENT TYPE (check one)	
<input type="checkbox"/> LUMP SUM \$ _____ <input type="checkbox"/> COST PLUS FIXED FEE OVERHEAD PROGRESS PAYMENT RATE _____ % OVERHEAD COST METHOD <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % FIXED FEE \$ _____ <input checked="" type="checkbox"/> SPECIFIC RATES OF PAY <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> COST PER UNIT WORK	
DBE PARTICIPATION <input type="checkbox"/> Yes <input type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input type="checkbox"/> No _____ %
COMPLETION DATE May 31, 2025	MAXIMUM AMOUNT PAYABLE \$150,000

THIS AGREEMENT, made and entered into this _____ day of _____, between the City/County of Winlock, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I
GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II
SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY, in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD or governmental actions or other conditions beyond the control of the CONSULTANT. A prior supplemental agreement issued by the AGENCY is required to extend the established completion time.

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and subcontractor, any contract or any other relationship.

**VII
EMPLOYMENT**

The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability, or in its discretion, to deduct from the AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may or might arise under any Worker's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANTS employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. **COMPLIANCE WITH REGULATIONS:** The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit C for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.

**IX
TERMINATION OF AGREEMENT**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The AGENCY will pay no progress payments under Section V until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY and the STATE may take such other action as is available to them under other provisions of this AGREEMENT, or otherwise in law.

**XIV
EXTRA WORK**

- A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.
- C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as an amendment to this AGREEMENT.

**XIX
EXECUTION AND ACCEPTANCE**

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the proposal, and the supporting materials submitted by the CONSULTANT, and does hereby accept the AGREEMENT and agrees to all of the terms and conditions thereof.

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By _____ By _____

Consultant _____ City/County of WINLOCK



EXHIBIT A Certification of Consultant

Project No. 6-W-968(010)-1	City/County Winlock, Lewis County
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I hereby certify that I am Devin E Jackson a duly authorized representative of the firm of Jackson Civil Engineering, LLC whose address is 704 E Main Street Suite 103, Battle Ground, WA 98604 and that neither I nor the above firm I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this contract.
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of a firm or person in connection with carrying out the contract.
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the contract; except as here expressly stated (if any):

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

_____ Date

_____ Signature



Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City of Winlock, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind, except as here expressly stated (if any).

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B Scope of Work

<p>Project No. 6-W-968(010)-1</p>
<p>Describe the Scope of Work</p> <p>The proposed project is to improve a section of NW Arden Ave from its intersection with W Walnut St to NW Fir St. The project is proposed to include reconstructing the existing roadway surface, parking, and sidewalks. A feasible cross section will be determined during the design process.</p> <p>Devin Jackson will be the city's single point of contact, streamlining communication with the design team. Jackson Civil Engineering LLC will provide the following services and deliverables in support of the aforementioned project scope:</p> <p>Project Management – JCE shall provide the following services:</p> <ol style="list-style-type: none"> 1) Preparation and execution of subcontracts. 2) Management of project budget. 3) Management of project schedule. 4) Project staff and subconsultant management. 5) QA/QC of design deliverables. <p>Project funding – JCE shall provide the following services: Coordination of consultant work, as authorized by the city, with TIB as well as assisting the city in preparing reimbursement requests, Updated Cost Estimates (UCE), and other required paperwork.</p> <p>Agency/Community Coordination– JCE believes in absolute transparency and as such shall provide the following services:</p> <ol style="list-style-type: none"> 1) Participate in two (2) project meetings with city staff to review project scope, schedule, budget, deliverables, and any concerns. 2) Attend one (1) public open house if requested by city staff, time and location to be arranged by city staff. <p>Topographic Survey– JCE understands survey field work and an existing conditions basemap will be required as part of the project. JCE shall provide the following services in the support of deliverable development:</p> <ol style="list-style-type: none"> 1) Topographic field work performed by JCE. 2) Right-of-way verification. Property lines will not be marked in the field. This survey will not constitute a boundary survey. <p>Roadway Design – JCE will provide the necessary field work to verify existing conditions and soil types. This information will be utilized to validate the assumed roadway cross section.</p>
<p>Documents to be Furnished by the Consultant</p>



Project No.
6-W-968(010)-1

Preliminary Design – JCE understands a preliminary design deliverable is necessary for use in review, public meetings, and staff meetings. As such, JCE shall provide the following services:

- 1) Develop preliminary plan sheets and exhibits for use in public and staff meetings, incorporating data collected during the topographic survey for evaluation and comment.
- 2) Develop a signing and striping plan.
- 3) Coordinate signal loop replacement with city.
- 4) Prepare specifications in city-approved format, referencing current WSDOT Standard Specifications. Also to be included: proposal, contract, bonds, and insurance documents/requirements and related documentation.
- 5) Assumed in this scope is that JCE will not perform a stormwater analysis due to no impervious area added under the scope of this project.
- 6) Assumed Categorical Exemption for SEPA.
- 7) Assumed method of repair; therefore, pavement design will not be performed during design.
- 8) Right-of-way resolution will not be performed due to all work taking place inside the existing paved surface.

Final Plans, Specifications, and Estimate (PS&E) package – JCE will provide the following services:

- 1) Prepare and submit a 100% PS&E package including project plans, specifications, and engineer's cost estimates that reflect all prior review comments for city review and/or pertinent funding agency review comments. Also to be included: proposal, contract, bonds, and insurance documents/requirements and related documentation.
- 2) Submit final PS&E package and updated UCE to the city and TIB. Solicit authorization to bid the project from both the city and TIB.
- 3) Prepare and assist city in submitting Department of Ecology-required Construction Stormwater Erosivity Waiver as necessary.

Documents to be Furnished by the Consultant



Project No.
6-W-968(010)-1

Bid and Award – JCE will perform the following services:

- 1) Prepare bid advertisement.
- 2) Prepare and distribute electronic bid documents (PDF format on FTP site) to local planning agencies, utility companies, city, and TIB.
- 3) Prepare and distribute electronic bid documents to bona fide bidders and maintain bidders list.
- 4) Answer bid inquiries during bid phase including written clarification as required.
- 5) Prepare and distribute bid addenda as required.
- 6) Review bids, check reference of apparent qualified low bidder, prepare and distribute bid summary with Engineer's "Letter of Recommendation for Award."
- 7) Coordinate with the city and TIB.

Exclusions

- 1) The project grant application and scope do not include right-of-way acquisition. At this point JCE assumes this service will not be necessary; however if it is found during the design and survey that right-of-way will be required, JCE will work with the city and the TIB to determine and implement a path forward based on an additional fee schedule and scope provided in a consultant agreement supplement.
- 2) Any survey work associated with the staking of property lines and/or right of way.
- 3) Stormwater detention and treatment is excluded from the project due to no new impervious surface created.
- 4) SEPA is excluded from this project due to an assumed categorical exemption.

Documents to be Furnished by the Consultant

One (1) set of project specifications (Hard copy)
One (1) set of full-size construction drawings (Hard copy – 22x34)
One (1) set of half size construction drawings (Hard copy – 11x17)
Digital copies will be furnished automatically through an FTP site



EXHIBIT C

Payment

(Provisional Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the provisional hourly rates shown in Exhibits D and G-1 PTI attached hereto and by this reference made part of this AGREEMENT.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Maximum Amount

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

4. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and G-1 PTI, including names and classifications of all employees, and invoices for all direct expenses.

5. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three (3) years after final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

6. Final Payment

Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of claims of any nature which the CONSULTANT may have against the AGENCY, unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.



EXHIBIT D
Consultant Fee Determination Summary Sheet
(Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work)

Prepared by Devin Jackson				Date 5/22/2024
Project NW Arden Ave Reconstruction				
Direct Salary Cost (DSC)				
Classification	Man Hours		Rate	Cost
Principal	180	x	\$230.00	= \$41,400
Civil Engineer	310	x	\$150.00	= \$46,500
Engineering Technician	280	x	\$110.00	= \$30,800
Project Administrator	40	x	\$100.00	= \$4,000
2-Person Crew	20	x	\$265	= \$5,300
		x		=
		x		=
		x		=
TOTAL DSC				
OVERHEAD (OH Cost including Salary Additives)				
OH Rate x DSC or ____ % x \$ _____				\$
FIXED FEE (FF)				
FF Rate x DSC or ____ % x \$ _____				\$
REIMBURSABLES				
				\$2,275
SUBCONSULTANT COST (See Exhibit G)				
GRAND TOTAL				\$130,275

EXHIBIT G-1- PTI Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

- 1) Site inspection including two (2) test pits - pavement/subgrade evaluation
- 2) Sieve Analysis
- 3) Engineering report to include AASHTO roadway design



**EXHIBIT G-2- PTI
 Subconsultant Fee Determination Summary Sheet**

Prepared by Pacific Testing & Inspection				Date 5/22/2024
Project NW Arden Ave Reconstruction				
Direct Salary Cost (DSC)				
Classification	Man Hours		Rate	Cost
Equip & Operator	8	x	\$200	\$1,600
Engineering Tech	8	x	\$75	\$600
Sieve Analysis	4	x	\$160	\$640
Engineering Report	12	x	\$150	\$1,800
		x		
		x		
		x		
		x		
		x		
TOTAL DSC				\$4,640
OVERHEAD (OH Cost including Salary Additives)				
OH Rate x DSC or ____ % x \$ _____				\$ _____
FIXED FEE (FF)				
FF Rate x DSC or ____ % x \$ _____				\$ _____
REIMBURSABLES				
Itemized				\$ 75
GRAND TOTAL				\$4,715



EXHIBIT G-1- PLS Subcontracted Work

The AGENCY permits subcontracts for the following portions of the work of this AGREEMENT:

- 1) Research Surveys and Deeds.
- 2) Calculate Right-of-Way along NW Arden Ave.
- 3) Set GPS Control, Corner Search and collect Topographical Data along NW Arden Ave, Right-of-Way to Right-of-Way.
- 4) Draft Topographical Drawing and send files to Engineers.



EXHIBIT G-2- PLS Subconsultant Fee Determination Summary Sheet

Prepared by PLS Engineering				Date 5/22/2024	
Project NW Arden Ave Reconstruction					
Direct Salary Cost (DSC)					
Classification	Man Hours		Rate		Cost
Surveyor IV	10	x	\$155	=	\$1,550.00
Surveying Technician	25	x	\$125	=	\$3,125.00
2-man Crew	39	x	\$265	=	\$10,335
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		x		=	
		x		=	
		x		=	
TOTAL DSC					\$15,010
OVERHEAD (OH Cost including Salary Additives)					
OH Rate x DSC or ____ % x \$ _____					\$ _____
FIXED FEE (FF)					
FF Rate x DSC or ____ % x \$ _____					\$ _____
REIMBURSABLES					
Itemized					
GRAND TOTAL					\$15,010

RENTAL AGREEMENT
FOR RECREATIONAL FACILITIES AT WINOLEOUA PARK

THIS AGREEMENT, made and entered into this _____ day of _____ 2024, by and between **CITY OF WINLOCK, WASHINGTON, a municipal corporation**, hereinafter referred to as the "City", and **WINLOCK YOUTH BASEBALL, a Washington non-profit corporation**, hereinafter referred to as "Lessee",

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WHEREAS, the City owns and operates a facility commonly known as Winolequa Park; and

WHEREAS, Lessee is a non-profit association engaged in recreational baseball activities benefitting the residents of Winlock; and

WHEREAS, it is in the City's and public's interest for Lessee to be allowed to lease from the City by this Agreement the building commonly known as the **Concession Stand** set forth on **Exhibit A**, attached hereto and incorporated herein, upon the following terms, conditions, and covenants as to all which Lessee hereby agrees,

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NOW, THEREFORE, in consideration of the promises and commitments made herein, the sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Lessee agrees that the relationship between the Lessee and the City created by this rental agreement is that of the City and Lessee.
2. Lessee agrees to fill out a Winolequa Park Reservation Form, and provide a schedule of tournaments, a schedule of games as well as a complete list of board member contacts annually. If a park reservation is requested, the City will contact the Lessee, who will be responsible to clear the fields and facilities for use by the party reserving that portion of the park. Lessee shall have sole access to the building/concession stand.
3. Lessee **shall pay rent** in the amount \$60 per year to the City for the use and occupancy of the said building so that **Lessee has sole access** to the building. Payment shall be due on March 1, 2024, and on that same day each year thereafter that this Agreement is renewed, Lessee shall not make any major additions/deletions to the building prior to approval by city council. The parties shall negotiate and agree in writing as to the details of this work prior for each renewed term of this agreement. The City shall be responsible for necessary repairs

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to the building internally and externally. Lesser shall be responsible for paying for electricity for the premises through Lewis county PUD.

4. Lessee shall at all times abide by Winolequa Park policies and City regulations, as well as comply with federal, state, and local laws, when occupying and utilizing park facilities.

5. Lessee hereby agrees not to store any inflammable, hazardous, or other dangerous materials or objects in the building, Lessee agrees to indemnify and forever hold harmless the City against each and every claim, demand, or cause of action that may be made or come against the City by reason of or in any way arising out of Lessee's rental of the building and its use of the same. Such indemnity shall extend to but not be limited to any and all damage caused to the building, property of other parties located on the premises, and injuries to the City, other lessees, and any other party who may be on the premises.

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6. Lessee hereby agrees that the City shall have no liability whatsoever or to any extent for or on account of any injury to any property of Lessee or to Lessee at any time or for or on account of the destruction of any property at any time in said building. Lessee hereby releases the City from any and all responsibility whatsoever in connection with Lessee and Lessee's property and acknowledges that Lessee's use of the building shall be solely at Lessee's risk. In the event of any loss to the building's contents, Lessee shall look solely to its insurance coverage, if any, and shall make no claim whatsoever against the City. Lessee shall annually provide proof of insurance to the City.

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7. Lessee shall not use the premises for any purpose other than that of a storage unit for the equipment of the Winlock Youth Baseball, the use of the announcer's booth, and as a concession stand and shall be properly licensed and permitted according to all applicable laws. Lessee agrees that its use of the building shall in no way interfere with the use of any other party or any portion of the premises other than the building used by Lessee and not to make or allow to be made, any unlawful, improper, or offensive use of the building. Lessee agrees that Lessee will not in any way, place any item or material outside the building used by Lessee, but all property of Lessee shall at all times be located in such building and that building will at all times be kept locked when not in use. Lessee's propane tank shall be locked outside of the building while not in use.

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8. Lessee shall abide by all rules and regulations set forth in Ordinance No. 1044 attached hereto and incorporated herein as **Exhibit B**, as the Ordinance exists now and as it is amended in the future.

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9. Lessee shall provide general liability insurance in an amount no less than ~~\$500,000~~ \$1,000,000 for the duration of this Agreement and shall provide the City proof of insurance on an annual basis and at any time that the City so requests.

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10. The City shall mow the grass on both ball fields, weather permitting. Lessee shall provide a port-a-potty at least one week prior to any baseball activities, including practices. Lessee shall maintain the infields on both fields and empty trash cans daily into a dumpster provided by the City after practice, regular season games, and tournaments. Lessee will monitor restrooms and grounds during practice/games to prevent damages and vandalism.

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11. The term of the Lease shall be for one (1) year beginning the 1st day of March, 2024. The Lease will renew automatically for one-year periods unless either party is notified in writing of intent to terminate. Either party may terminate this agreement without cause by giving sixty (60) days' notice in writing to the other or in the event the group disbands, the lease will also terminate.

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12. This Agreement will be governed by and construed in accordance with the laws of the State of Washington. Any action brought on or with respect to this Agreement or any other document executed in connection herewith or therewith by a party to this Agreement against another party to this Agreement shall be brought only in a court of competent jurisdiction in Lewis County, Washington.

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13. If either party fails to perform any of its obligations under this Agreement or if a dispute arises concerning the meaning or interpretation of any provision of this Agreement all disputes are to be presented to the City Council for debate and resolution. If a resolution cannot be reached, the defaulting party or the party not prevailing in the dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorney fees incurred in connection with any federal, state, or bankruptcy court proceeding.

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EXECUTED on the date and year first above written.

Cassandra Gullard, President

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~~2024 Board Member(s)~~

Brandon Svenson, Mayor

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~~President: Andrew Allen (360)827-5280~~

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~~Treasurer: Renee Robinette (360)880-1650~~

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**CITY OF WINLOCK, WASHINGTON
ORDINANCE NO. 1165**

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, AMENDING AND REAFFIRMING SECTIONS OF WINLOCK MUNICIPAL CODE CHAPTER 1.25; ADDING PROVISIONS FOR LOCAL MUNICIPAL FLAGS; AMENDING ORDINANCE NO. 1129 AS NECESSARY; AND PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.11.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Chapter 1.25 WMC is entitled "FLAG POLICY"; and

WHEREAS, Ordinance No. 1129, as codified at Chapter 1.25 WMC, was enacted on February 27, 2023; and

WHEREAS, Ch. 1.25 WMC authorizes certain flags be displayed at the Plaza; and

WHEREAS, the City Council finds that it would be in the best interest of the City to include additional flags for local municipal organizations in the Plaza flag display, including the flags representing the Winlock School District, Winlock Fire Department/LCFD 15, Winlock Police Department, and Lewis County Sheriff's Department; and

WHEREAS, the Council desires to amend Chapter 1.25 WMC as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO ORDAIN AS FOLLOWS:

The following sections of Chapter 1.25 of the Winlock Municipal Code, as last amended by Ordinance No. 1129, are hereby amended and reaffirmed as follows:

Section 1. Sections 1.25.010 through 1.25.040 of the Winlock Municipal Code are hereby reaffirmed in their entirety.

Section 2. Section 1.25.050 of the Winlock Municipal Code is amended to state:

1.25.050 Plaza Flag Display – Veteran’s Memorial Flag Display.

The city of Winlock may establish a veteran’s memorial flag display located at the Plaza, 0 NW Kerron Avenue in the city limits of the city of Winlock, and legally described as Section 28, Township 12N, Range 02W, Pt Blocks 2, 3, and 4, Kerron’s Addition to Winlock. The city may fly or display only the following flags at the Plaza:

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- A. United States flag;
- B. Washington State flag;
- C. POW/MIA flag;
- D. United States military service flags:
 - 1. U.S. Army flag;
 - 2. U.S. Marine Corps flag;
 - 3. U.S. Navy flag;
 - 4. U.S. Air Force flag;
 - 5. U.S. Space Force flag;
 - 6. U.S. Coast Guard flag.

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- E. Winlock School District flag;
- F. Winlock Fire Department/Lewis County Fire District No. 15 flag;
- G. Winlock Police Department flag;
- H. Lewis County Sheriff’s Department flag.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective Date. This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City’s official newspaper, or as otherwise provided by law.

Section 5. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this ___ day of May, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024

Draft

CITY OF WINLOCK, WASHINGTON

ORDINANCE NO. 1166

AN ORDINANCE OF THE CITY OF WINLOCK, WASHINGTON, REAFFIRMING, AMENDING, AND REPEALING SECTIONS OF WINLOCK MUNICIPAL CODE CHAPTER 2.70; CREATING AND ADDING NEW DUTIES RELATED TO CITY PARKS TO THE PLANNING COMMISSION; AMENDING ORDINANCE NO. 1096 AS NECESSARY; REPEALING CHAPTER 2.55 WMC CONCERNING THE BOARD OF PARK COMMISSIONERS; AND PROVIDING FOR SIVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

RECITALS:

WHEREAS, the City of Winlock, Washington (the "City") is a Code City under the laws of the State of Washington; and

WHEREAS, pursuant to RCW 35A.020, the City may adopt and enforce ordinances of all kinds relating to and regulating the City's local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, all references herein to "WMC" shall mean the "Winlock Municipal Code," and

WHEREAS, Ordinance No. 1096 as codified at Chapter 2.70 WMC, was enacted on October 12, 2020, and is entitled "PLANNING COMMISSION"; and

WHEREAS, Ordinance No. 1030, as codified at Chapter 2.55 WMC was enacted in 2014 and is entitled "PARKS COMMISSION"; and

WHEREAS, the City has struggled to fill the positions for both the Board of Park Commissioners and the Planning Commission; and

WHEREAS, the City Council finds it necessary to add duties and responsibilities to the Planning Commission that were previously held by the Board of Park Commissioners; and

WHEREAS, the Council desires to repeal Chapter 2.55 of the Winlock Municipal Code and amend Chapter 2.70 WMC as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINLOCK, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Sections 2.70.010, 2.70.020, 2.70.030, 2.70.050, 2.70.060, 2.70.080, 2.70.090, 2.70.100, 2.70.110 of the Winlock Municipal Code are hereby affirmed in their entirety.

Section 2. Section 2.70.040 of the Winlock Municipal Code is amended to state:

2.70.040 Powers and duties.

The planning commission shall have all of the powers and perform each and all of the duties specified by said Chapter 35A.63 RCW, together with any other duties or authority which may be hereafter conferred upon them by the laws of the state of Washington, the performance of such duties and the exercise of such authority to be subject to each and all of the limitations expressed in such legislative enactment or enactments. Such powers and duties shall include, but are not limited to, the following:

- A. To prepare and recommend to the city council a comprehensive plan. Such a plan after adoption by the city council will be known as the official comprehensive plan. Such a plan shall include reasonable requirements and reference to streets, alleys and public grounds within the corporate limits and in contiguous territory outside of the city limits within the urban growth area.
- B. To prepare and recommend to the city council from time to time such changes in the plan, or part thereof, as may be deemed necessary by the city council or by the planning commission.
- C. To prepare and recommend to the city council from time to time plans and/or recommendations for specific improvements in pursuance of such official plan.
- D. To give aid to the city officials charged with the direction of projects for improvements, embraced within the official plan, to further the making of such improvements, and generally to promote the realization of the official plan.
- E. To arrange and conduct any form of publicity relative to its activities for the general purpose of public understanding.
- F. To cooperate with municipal or regional planning commissions and other agencies or groups to further the local planning program and to assure harmonious and integrated planning for the area.
- G. To serve in an advisory capacity to the mayor and the city council in the following matters:
 1. The commission shall advise on all amendments to the comprehensive plan. This includes reviewing all elements of the plan on a periodic basis and reporting to the mayor and city council on the need for changes in the plan. It also includes holding public hearings and making recommendations to the mayor and city council on proposed changes to the plan, to the text of the development regulations, and also to the zoning map in the case of rezones, as provided in WMC Titles 15, 16, and 18. Review of and recommendations for the plan may be prepared as a whole or in successive parts.

2. The commission shall serve as an ongoing park board and advise the mayor and city council on all matters relating to the acquisition and development of all city parks and recreation facilities.
3. The commission shall do research and investigation on specific projects assigned to it by the mayor and city council. The commission will analyze data collected, arrange for public participation, and organize its findings. The commission will then present its findings to the mayor and city council detailing a summary of pertinent data, public contribution, alternatives available, and may, if appropriate, recommend a course of action, giving reasons for such recommendation.

Section 3. Repealer. The following are hereby repealed in their entirety:

- A. Section 2.70.070 of the Winlock Municipal Code;
- B. Ordinance No. 1030, as codified at Chapter 2.55 of the Winlock Municipal Code, enacted in 2014; and
- C. All other ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. If any section, sentence, clause, or phrase of this Ordinance should be held to be unconstitutional or unlawful by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 5. Effective Date. This ordinance shall take effect five (5) days after its publication, or publication of a summary thereof, in the City's official newspaper, or as otherwise provided by law.

Section 6. Corrections. Upon approval of the City Attorney, the City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbers, section/subsection numbers, and any references thereto.

PASSED by the Council of the City of Winlock, Washington, and **APPROVED** by the Mayor of the City of Winlock at a regularly scheduled open public meeting thereof, this 28th day of May, 2024.

Brandon Svenson, Mayor

Attest:

Approved as to form:

Penny Jo Haney, City Clerk

Marissa Y. Jay, WSBA # 55593
City Attorney

Approved Reading: _____/2024
Publication Date: _____/2024
Effective Date: _____/2024

Draft