

**Town of Yacolt  
Council Meeting Agenda  
Monday, January 12, 2026  
7:00 PM  
Town Hall**

**Call to Order**

**Flag Salute**

**Roll Call**

**Late Changes to the Agenda**

**Unfinished Business**

1. Oaths of Office for Council Members #2 and #3

**Approve Minutes of Previous Meeting(s)**

2. DRAFT Minutes for 12-8-25 Council Meeting

**Citizen Communication**

*Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.*

**Unfinished Business**

3. Update on Elevator Services RFP
4. Update on Comprehensive Plan Resolution
5. Gravel Pile in Rec Park Parking Lot

**New Business**

6. Consultant Agreement for Seal Coat Grant
7. Code Enforcement Action: 301 N Pine Ave.
8. Arts Commission Representative

9.      Rotate Mayor Pro Tempore

10.     Rotate Finance Committee

**Town Clerk's Report**

**Public Works Department Report**

**Attorney's Comments**

**Citizen Communication**

***Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.***

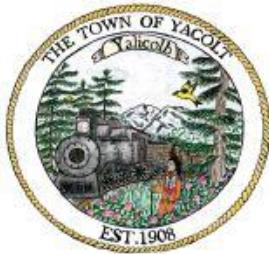
**Council's Comments**

**Mayor's Comments**

**Approve to Pay Bills on Behalf of the Town**

**Executive Session** re: Real Estate Acquisition, Potential Litigation, with Potential Action to Follow

**Adjourn**



## Town of Yacolt Request for Council Action

### CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

**Name:** Clerk Fields

**Group Name:** Staff

**Address:** PO Box 160/202 W Cushman  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Administer Oaths of Office for Council Positions #2 and #3

**Proposed Meeting Date:** January 12, 2026

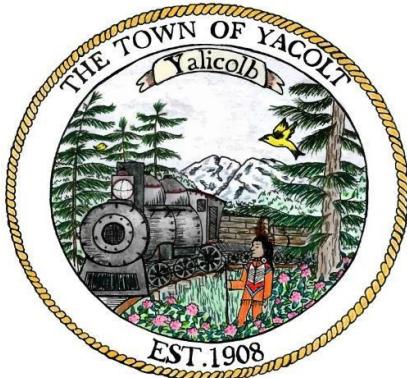
**Action Requested of Council:** Councilmembers #2 and #3 only to take Oaths

**Proposed Motion:** None; Oath administration only.

**Summary/Background:** Council Members at Positions #2 and #3 were both appointed to complete the remainder of an unexpired term, which expired on December 31, 2025. A new term for these positions began on January 1, 2026, and runs through December 31, 2029. Accordingly, these two Council Members must both take new Oaths of Office before they are able to conduct Town business in this term.

**Staff Contact(s):** Clerk Stephanie Fields  
[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)  
(360) 686-3922

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)



# Town of Yacolt

## Town Council Meeting Minutes

Monday December 8, 2025

7:00 PM

Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Jeff Carothers, Craig Carroll (remotely; had to exit the meeting early), Brandon Russell, Marina Viray

Also present: Mayor Ian Shealy, Attorney Brian Gerst, Public Works Director Terry Gardner, Senior Planner from Jackson Civil Engineering Paul Dennis, and Clerk Stephanie Fields

### Late Changes to the Agenda

Add Item #13: Town Hall Siding Rehab

### Approve Minutes of 11/10/2025 Meeting:

Motion was made to approve the minutes as written.

**Motion:** Carothers      **2<sup>nd</sup>:** Russell

**Aye:** Carothers, Carroll, Russell, Viray

**Nay:** 0

**Motion Carried**

### Approve Minutes of 11/20/2025 Special Meeting:

Motion was made to approve the minutes as written.

**Motion:** Russell      **2<sup>nd</sup>:** Viray

**Aye:** Carothers, Carroll, Russell, Viray

**Nay:** 0

**Motion Carried**

### Citizen Communication

None

### New Business

#### **Interview Candidates for Council Position #2, Possible Executive Session, Appointment to Position; Oaths of Office**

Three candidates for Council Position #2 were present. Each sitting Council Member asked the same questions of each Candidate individually. A 10-minute executive session was then held to discuss Candidates' qualifications, from 7:36-7:46 pm. A secret ballot vote was taken, resulting in a tie, with the tie broken by Mayor Shealy in favor of Kim Glassett. Oaths of Office were then administered to all five

Council Members and new Council member Glassett took her seat at the Council table for the rest of the meeting.

### **Legislative Priorities**

Mayor Shealy summarized the list of priorities, and a motion was made to adopt them as presented.

**Motion:** Russell                    **2<sup>nd</sup>:** Viray  
**Aye:** Carothers, Glassett, Carroll, Russell, Viray                    **Nay:** 0  
***Motion Carried***

### **Columbia River Economic Development Commission Presentation**

Eric Holmes, interim president of the CREDC gave a PowerPoint presentation regarding what their organization does and how they help facilitate public-private partnerships with the goal of boosting local economies. Mayor Shealy expressed the challenge of simply getting businesses here to Yacolt.

### **Contract Renewal with Gordon Thomas Honeywell**

After Mayor Shealy pointed out projects which GTH is helping the Town with, a motion was made to renew the Town's contract with them.

**Motion:** Carothers                    **2<sup>nd</sup>:** Viray  
**Aye:** Carothers, Glassett, Carroll, Russell, Viray                    **Nay:** 0  
***Motion Carried***

### **Comprehensive Plan Climate Resilience Element**

Planner Paul Dennis presented the Climate Element of the Comprehensive Plan Update he is working on for the Town, and how it favors children, seniors, and the disabled. He also explained that all annexation requests into Town limits are already properties which are included in the Town's Urban Reserves. He hopes to be able to present a draft Resolution at the January Council meeting, but will need to have it reviewed by staff and especially the Town's Attorney beforehand. He then stated that one of the biggest issues regarding the whole Comprehensive Plan Update is middle housing. Following the presentation, a motion was made to accept the Climate Resilience Element as presented, and to authorize Jackson Civil Engineering to send it in to the Washington Departments of Commerce and Ecology for their review.

**Motion:** Russell                    **2<sup>nd</sup>:** Viray  
**Aye:** Carothers, Russell, Viray                    **Nay:** 0                    **Abstain:** Glassett                    **Absent:** Carroll  
***Motion Carried***

### **Old Business**

#### **Resolution #641 re: Engineering Services Agreement for 2026**

A motion was made to adopt Resolution #641, approving the proposed Contract with Jackson Civil Engineering (JCE) and authorizing the Mayor to execute that Contract with JCE to act as the Town's Engineer for the 2026 calendar year.

**Motion:** Russell                    **2<sup>nd</sup>:** Carothers  
**Aye:** Carothers, Glassett, Russell, Viray                    **Nay:** 0                    **Absent:** Carroll  
***Motion Carried***

#### **Resolution #642 re: GEM Agreement**

Motion was made for Yacolt to join the Pacific Northwest Interagency Cooperative for Grounds Equipment and Maintenance Services by having the Mayor sign an extension of the group's Interlocal

Agreement through 2031, and to designate the Town's Mayor as the Administrator of the Agreement.

**Motion:** Carothers      **2<sup>nd</sup>:** Russell

**Aye:** Carothers, Glassett, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Update on the Gravel in the Rec Park Parking Lot**

Mayor Shealy gave an overview of the situation and Attorney Gerst gave more background regarding the Town's attempts to negotiate with One Way Trigger (the company responsible for leaving the gravel there) and their lack of response to the Town. Motion was made to authorize the Mayor to work with the Town's Attorney and to authorize the commencement of a lawsuit against One Way Trigger, LLC.

**Motion:** Carothers      **2<sup>nd</sup>:** Russell

**Aye:** Carothers, Glassett, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Ordinance #605 re: Adoption of the 2026 Budget**

Motion was made to pass Ordinance #605, whereby adopting the 2026 Budget.

**Motion:** Russell      **2<sup>nd</sup>:** Viray

**Aye:** Carothers, Glassett, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Ordinance #606 re: Clerk Wage Increase**

Motion was made to adopt Ordinance #606, which authorizes a wage increase for the Town Clerk as of January 1, 2026.

**Motion:** Carothers      **2<sup>nd</sup>:** Russell

**Aye:** Carothers, Glassett, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Town Hall Siding Rehab**

Mayor Shealy stated that he has been in contact with a couple of contractors who said they would be willing to do the Town Hall exterior rehab at their cost for materials and donate their labor costs. He will have the Town's Attorney look into any liability issues for volunteers as well as any other potential legal issues regarding this proposal.

### **Town Clerk's Report**

- The November Treasurer's Report should be posted on the Town's website by the end of this week.
- The Town was notified that it was approved for a TIB Grant for seal-coating the NE quadrant of Town. This project should be scheduled for 2026.
- The Christmas Tree Lighting was the best ever! We had more vendors and attendees than ever before, and everything went smoothly.
- Congratulations to Kim on her appointment to Council Position #2.
- Merry Christmas, everyone!

### **Public Works Department Report**

- Keeping leaves picked up; in the past 3 weeks, only 1 storm drain clogged.
- Took 1-1/2 to 2 weeks to prepare for the Tree Lighting; Thank you to all the volunteers who

helped.

- Per the RR Advisory board, they've had over 800 riders on the Christmas trains. Also, there's leftover funds from the RR upgrade grant, and they will still be used for more RR improvements. About Feb. 4<sup>th</sup>, they intend to have a presentation regarding the RR available to the public.

### **Attorney's Comments**

- Looks like the County approved the Fire Marshal Interlocal Agreement on Dec. 2. Hopefully we will receive and be able to record it soon, so we can treat it as a working Agreement.
- Attorney Ridenour contacted an attorney from Gresham who works exclusively as a municipal hearings examiner. He hopes to have more info on this at the January Council meeting.
- Has spoken with the County about a land acquisition, and intends to follow up on this soon; will discuss with Mayor Shealy when they meet tomorrow.

### **Citizen's Communication**

None

### **Council's Comments**

Carothers:

- Attended the last 3 NCEMS meetings and has info available for anyone who wishes to see it.
- Received feedback from people at the dog-park:
  - 1) Would be nice to have a doggie-bag station closer to the gates
  - 2) Would be nice to have a trash can closer to the gates
  - 3) Would be nice to have a bench to sit on while the dogs run and play

(Public Works Director Gardner then responded that all of these things already exist.)

Glassett:

- Thanks for the opportunity; she's very excited to be on Council and realizes she has a lot to learn/catch up on.

Viray:

- Will attend Mosquito Control Board meeting tomorrow
- The Tree Lighting was great. (A "Road Closed" sign got left behind, on Ankeny Ave.)

### **Mayor's Comments**

- So grateful for everyone who's stepped up to help with things: Volunteers, staff, businesses, and Council members.

### **Approve to Pay Bills on Behalf of the Town**

**Motion:** Viray      **2<sup>nd</sup>:** Glassett

**Aye:** Carothers, Glassett, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Executive Session**

Mayor Shealy closed the regular meeting and opened a 30-minute executive session to discuss real estate acquisition and potential litigation at 9:31pm, to last until 10:01 pm. At 10:01, he extended the Executive Session until 10:25 pm. At 10:25 pm, he closed the Executive Session and re-opened the regular meeting. At that point, a motion was made to authorize the Mayor and Attorney to work together in response to the C-Tran situation, as discussed in Executive Session.

**Motion:** Carothers      **2<sup>nd</sup>:** Russell

**Aye:** Carothers, Glassett, Russell, Viray

**Nay:** 0

**Absent:** Carroll

***Motion Carried***

### **Adjourn**

10:26 pm

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Mayor Ian Shealy

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Clerk Stephanie Fields

Approved by Council vote on \_\_\_\_\_

DRAFT



## Town of Yacolt Agenda Request

### CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

**Name:** Clerk Fields

**Group Name:** Staff

**Address:** 202 W Cushman St  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Update on Elevator Services RFP

**Proposed Meeting Date:** January 12, 2026

**Action Requested of Council:** None; update only

**Proposed Motion:** None; update only

**Summary/ Background:** The Town asked Devin Jackson for help in drafting an RFP for procurement of Elevator maintenance and Repair Services moving forward. Devin has been in contact with Attorney David Ridenour and is in the process of drafting the RFP. He anticipates that it will be ready to present at the Feb. 9<sup>th</sup> Council meeting.

**Staff Contact(s):** Clerk Fields

[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

(360) 686-3922



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**Address:** 202 W Cushman St  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Update on Comprehensive Plan Update Resolution

**Proposed Meeting Date:** January 12, 2026

**Action Requested of Council:** None; update only

**Proposed Motion:** None; update only

**Summary/ Background:** Paul Dennis of Jackson Civil Engineering made a presentation on the Climate Change Element of the Comp Plan Update he is working on, at the November 10<sup>th</sup> Council meeting. He hoped to have a Resolution ready for Council review at this meeting, but circumstances have caused a delay until the February 9<sup>th</sup> Council meeting.

**Staff Contact(s):** Clerk Fields

[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

(360) 686-3922



## Town of Yacolt Request for Council Action

### CONTACT INFORMATION FOR PERSON/GROUP/DEPT. REQUESTING COUNCIL ACTION:

**Name:** Stephanie Fields, Town Clerk  
Brian K. Gerst, Town Attorney

**Group Name:** Staff

**Address:** 202 W. Cushman St.  
P.O. Box 160  
Yacolt, WA 98675

**Phone:** Town Clerk (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Gravel Pile – One Way Trigger, LLC

**Proposed Meeting Date:** January 12, 2026.

**Action Requested of Council:** None.

**Proposed Motion:** None.

**Summary/ Background:** One Way Trigger (OWT), a company out of Sacramento, California, made a verbal agreement with Yacolt's Public Works Director to let OWT store gravel on Town property for a County road construction job. OWT agreed to chip seal a portion of Hubbard Avenue in exchange for the right to store gravel near the Recreation Park. OWT was not able to use the gravel in a timely manner because their job was delayed and then cancelled. The gravel was rejected by the County because it didn't meet project specifications. OWT tried to remedy that situation but was unsuccessful and the gravel remains on Town property. Counsel will provide an update on the status of the pending litigation.

**Attachments:** None

**Staff Contact(s):** Mayor Ian Shealy, Mayor.  
Stephanie Fields, Town Clerk.  
Brian K. Gerst, Town Attorney.



## Town of Yacolt Request for Council Action

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**Group Name:** Staff

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Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Consultant Agreement for 2026 Seal Coat Project

**Proposed Meeting Date:** January 12, 2026

**Action Requested of Council:** Review the attached Consultant Agreement and authorize Mayor Shealy to sign it

**Proposed Motion:** "I move that Mayor Shealy is authorized to sign the proposed Consultant Agreement for Yacolt's 2026 Seal Coat Project."

**Summary/Background:** Jackson Civil Engineering initiated a grant from the Washington Transportation Improvement Board (TIB) on behalf of the Town of Yacolt, to seal-coat the northeast quadrant of Town. TIB approved the grant based on an estimated total cost of \$457,485. Of this, TIB has pledged to reimburse the Town \$434,611, so the Town's net cost would only be \$22,874. The next step is for the engineer to design the project and Project Manual, then advertise an RFP for bids. Once the bids are in, they will qualify the bidders and recommend the lowest qualified bidder for approval to complete the job. The engineer will also provide inspection and consulting services as needed. At the December 2025 Town Council meeting, Council approved using Jackson Civil Engineering for its services through 2026. This specific Agreement is required by TIB for this individual project. The proposed Agreement is attached.

**Staff Contact(s):** Clerk Stephanie Fields  
[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)  
(360) 686-3922

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)



# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 2-W-951(008)-1	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION 2026 Seal Coat	
CONSULTANT NAME & ADDRESS Jackson Civil Engineering, LLC    1415 Grand Blvd, Vancouver, WA 98661-4731	
<b>AGREEMENT TYPE (check one)</b>	
<input type="checkbox"/> LUMP SUM \$ _____	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    _____ %
<input type="checkbox"/> COST PLUS FIXED FEE	
<input type="checkbox"/> COST PER UNIT WORK	<input checked="" type="checkbox"/> SPECIFIC RATES OF PAY <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate
DBE PARTICIPATION <input type="checkbox"/> Yes <input type="checkbox"/> No    _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input type="checkbox"/> No    _____ %
COMPLETION DATE April 1, 2026	MAXIMUM AMOUNT PAYABLE \$29,870

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the Town/County of Yacolt, 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 signed 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 CONSULTANT's 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 CONSULTANT's 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 CONSULTANT's 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.

## 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.

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 F 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 CONSULTANT's 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 AGENCY's 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.



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.

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

By Devin E Jackson, P.E. By \_\_\_\_\_  
Consultant *Devin E Jackson* City/County of \_\_\_\_\_



## EXHIBIT A Certification of Consultant

Project No.	City/County
2-W-951(008)-1	Yacolt, Clark County

I hereby certify that I am Devin E Jackson a duly authorized representative of the firm of Jackson Civil Engineering, LLC whose address is 1415 Grand Blvd, Vancouver, WA 98661 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.

01/07/2026

*Date*

*Devin E Jackson*  
Signature



## Certification of Agency Official

I hereby certify that I am the AGENCY Official of the Town of Yacolt, 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

Project. No. 2-W-951(008)-1
<b>Describe the Scope of Work</b> <p>The proposed project is to improve Yacolt, located in Clark County, Washington. The proposed improvement method is a bituminous surface treatment. 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 above project scope:</p>
<b>Project Management</b> – JCE shall provide the following services: <ol style="list-style-type: none"><li>1) Preparation and execution of subcontracts.</li><li>2) Management of project budget.</li><li>3) Management of project schedule.</li><li>4) Project staff and subconsultant management.</li><li>5) QA/QC of design deliverables.</li></ol>
<b>Project funding</b> – JCE shall provide the following services: <p>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>
<b>Agency/Community Coordination</b> – JCE believe in absolute transparency and as such shall provide the following services: <ol style="list-style-type: none"><li>1) Participate in two project meetings with City staff to review project scope, schedule, budget, deliverables, and any concerns.</li></ol>
<b>Field Work</b> – JCE understands field work to assess the existing conditions of roadway segments will be a part of this project. JCE will perform field reviews of street segments.
<b>Preliminary Design</b> – JCE understands a preliminary design deliverable is necessary for use in review, public meetings, and staff meetings and as such shall provide the following services: <ol style="list-style-type: none"><li>1) Develop specific map for the City identifying segments and work type.</li></ol>
<b>Final Plans, Specifications, and Estimate (PS&amp;E) package</b> – JCE will provide the following services: <ol style="list-style-type: none"><li>1) Prepare and submit a 100% PS&amp;E package including project maps, specifications, and engineers 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.</li><li>2) Submit final PS&amp;E package and updated UCE to the City and TIB and solicit authorization to bid the project from both the City and TIB.</li></ol>
Documents to be Furnished by the Consultant



Project No.  
2-W-951(008)-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.
- 3) It is assumed an existing conditions plan will not be required as a part of this project.
- 4) Because the project methodology is predetermined a roadway design and analysis is not provided as a part of this scope of work.

Documents to be Furnished by the Consultant

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 E attached hereto and by this reference made part of this AGREEMENT. The actual hourly rates will be determined by an audit of 19\_\_\_\_ and/or 19\_\_\_\_ cost data. The provisional rates listed shall be utilized until the results of the audit are known and will be retroactively adjusted to reflect actual costs. The provisional and/or audited rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

#### **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 E, 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 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**

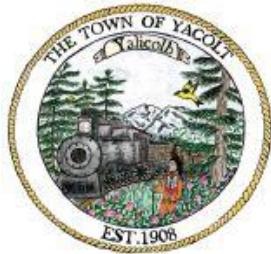
Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished 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 1/7/2026
Project  Yacolt 2026 Seal Coat					
<b>Direct Salary Cost (DSC)</b>					
Classification	Man Hours		Rate		Cost
Principal	50	x	\$280.00	=	\$14,000
Civil Engineer	40	x	\$162.00	=	\$6,480
Engineering Technician	40	x	\$125.00	=	\$5,000
Project Administrator	20	x	\$120.00	=	\$2,400
2-man Crew		x	240	=	
		x		=	
		x		=	
		x		=	
<b>TOTAL DSC</b>					<b>\$27,880</b>
REIMBURSABLES					
<b>SUBCONSULTANT COST (See Exhibit G)</b>					
<b>GRAND TOTAL</b>					



## Town of Yacolt Agenda Request

### CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

**Name:** Clerk Fields

**Group Name:** Staff

**Address:** 202 W Cushman St  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Code Enforcement Action: 301 N. Pine Ave.

**Proposed Meeting Date:** January 12, 2026

**Action Requested of Council:** Hear report on action being taken

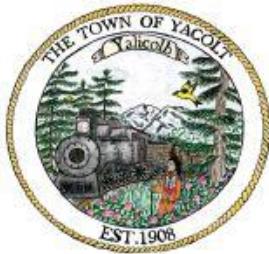
**Proposed Motion:** None; report only

**Summary/ Background:** The Town has received numerous complaints regarding the conditions at 301 N Pine Ave. A Notice of Civil Violation has been sent to the property's owner and occupants. A hearing has been scheduled for February 9<sup>th</sup> at 6pm, here at Town Hall. However, if the violations have been corrected and approved by 1:00 pm February 6<sup>th</sup>, the hearing may be cancelled.

**Staff Contact(s):** Clerk Fields

[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

(360) 686-3922



## Town of Yacolt Request for Council Action

### CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

**Name:** Mayor Shealy

**Group Name:** Staff

**Address:** 202 W Cushman St.  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Arts Commission Representative

**Proposed Meeting Date:** January 12, 2026

**Action Requested of Council:** Decide if you want to appoint someone to represent the Town of Yacolt on the Clark County Arts Commission.

**Proposed Motion:** TBD

**Summary/Background:** Steve Oglesby, Chairman of the Clark County Arts Commission (CCAC), reached out to Mayor Shealy to invite the Town to appoint a representative to serve on their commission. They are interested in hearing Yacolt's perspectives and interests, to help them align their efforts with local priorities. Mr. Oglesby also offered to come to a Council meeting to answer questions and explain the benefits of representation.

**Staff Contact(s):** Clerk Stephanie Fields  
[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

(360) 686-3922

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)



## Town of Yacolt Request for Council Action

### CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

**Name:** Mayor Shealy

**Group Name:** Staff

**Address:** 202 W. Cushman St.

**Phone:** (360)686-3922

Yacolt, WA 98675

**Email Address:** [mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Rotate Mayor Pro Tempore

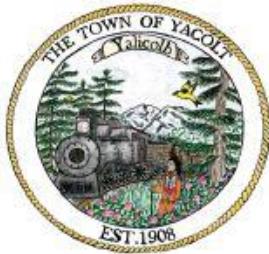
**Proposed Meeting Date:** January 12, 2026

**Action Requested of Council:** Replace Councilmember Peto with a new Mayor Pro Tempore

**Proposed Motion:** "I move we appoint \_\_\_\_\_ as Mayor Pro Tem of the Town of Yacolt for the next 6-month term, ending in July, 2026."

**Summary/ Background:** Yacolt's Mayor Pro Tem is appointed from and by the Town Council to act as Mayor in the event of the Mayor's absence. Every 6 months, the position rotates to another Council Member. Because last month's meeting had to be adjourned due to a lack of quorum, so business took place, Councilmember Carothers has now served as Mayor Pro Tem for the past 6 months, so it is time for him to rotate out of the position. Council Members currently available for this position are Kim Glassett (Position #2), Craig Carroll (Position #3), Brandon Russell, (Position #4), and Marina Viray (Position #5), providing that person has not just been appointed to serve on the finance committee.

**Staff Contact(s):** Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)  
(360) 686-3922



## Town of Yacolt Request for Council Action

### CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

**Name:** Clerk Fields

**Group Name:** Staff

**Address:** PO Box 160/202 W Cushman  
Yacolt, WA 98675

**Phone:** (360) 686-3922

**Email Address:** [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Rotate Finance Committee

**Proposed Meeting Date:** January 12, 2026

**Action Requested of Council:** Appoint a new member to serve on the Town's Finance Committee through July, 2026.

**Proposed Motion:** "I move that we appoint \_\_\_\_\_ to serve on the Finance Committee through July, 2026."

**Summary/Background:** Yacolt's Finance Committee is appointed from and by the Town Council to review the Town's finances, particularly all bills before they get paid. Every 6 months, the position rotates to another Council Member. This spot was left vacant when Kandi Peto resigned from Council in November. Council Members currently available for this position are Jeff Carothers (Position #1), Kim Glassett (Position #2), Craig Carroll (Position #3), and Brandon Russell (Position #4), except if that person is first appointed to serve as Mayor Pro Tempore.

**Staff Contact(s):** Clerk Stephanie Fields  
[clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)  
(360) 686-3922

Mayor Ian Shealy  
[mayor@townofyacolt.com](mailto:mayor@townofyacolt.com)