

# **Town of Yacolt**

## **Council Meeting and Public Hearing**

### **Agenda**

**Monday, January 08, 2024**  
**7:00 PM**  
**Town Hall**

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#### **Call to Order**

#### **Flag Salute**

#### **Roll Call**

#### **Late Changes to the Agenda**

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

- [1.](#) Council Minutes 20231211

#### **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**

- [2.](#) Conditional Use Permit Public Hearing and Decision

#### **New Business**

- [3.](#) Hazen Proposal
- [4.](#) SAO DSA Request
- [5.](#) TIB Engineering Consultant Agreement
- [6.](#) Rotate Finance Committee
- [7.](#) Rotate Mayor Pro Tempore

#### **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.*

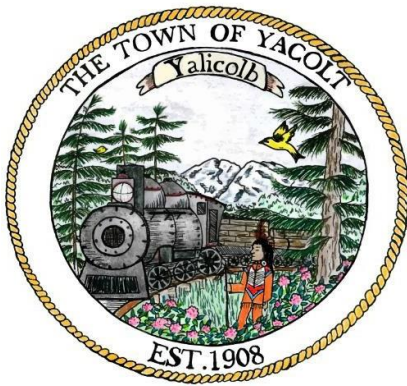
**Council's Comments**

**Mayor's Comments**

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

**Executive Session**

**Adjourn**



# Town of Yacolt

## Town Council Meeting Minutes

Monday, December 11, 2023  
7:00 PM  
Town Hall

### Call to Order

7:00 PM

### Flag Salute

### Roll Call

Council Members Present: Ian Shealy, Kandi Peto, Craig Carroll, Ronald Homola, Marina Viray

Also present: Mayor Katelyn Listek, Attorney David Ridenour, Public Works Director Terry Gardner, and Clerk Stephanie Fields

### Late Changes to the Agenda

The 2<sup>nd</sup> round of Citizens' Communication will take place directly after Swearing In of Elected Officials

### Approve Minutes of 11-13-23 Meeting with minor change mentioned by Councilmember Homola

**Motion:** Homola                      2<sup>nd</sup>: Shealy

**Aye:** Shealy, Peto, Carroll, Homola, Viray

**Nay:** 0

**Motion Carried**

### Approve Minutes of Special Council Meeting 12-4-23

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

**Aye:** Shealy, Peto, Carroll, Homola, Viray

**Nay:** 0

**Motion Carried**

### Citizen Communication

None

### Unfinished Business

#### **Update on Rotschy's River Rock Request**

Clerk Fields reported that Rotschy's withdrew their previous request to lay river rock in the planting strips around their new subdivision, and they have decided to plant grass there, as originally planned.

#### **Ordinance #594 Adoption of the 2024 Budget**

Councilmember Homola made a motion to adopt Ordinance #594, thereby approving the final 2024 Budget.

**Motion:** Homola                      **2<sup>nd</sup>:** Viray  
**Aye:** Shealy, Peto, Carroll, Homola, Viray  
**Motion Carried**

**Nay:** 0

### **New Business**

#### **Permission for Horses to Temporarily Remain in Backyard Within Town Limits**

Cindee Clark sent in a letter requesting that Council allow her to keep two horses in her backyard on E. Jones Street for another couple of weeks, while she completes a tick eradication program on them. (She moved them to her backyard in mid-November to begin their treatment.) She promised to have them moved back out of Town by December 23<sup>rd</sup>. Councilmembers had several comments and questions for Ms. Clark, especially since she had previously been made to move them in order to be compliant with the Town's Municipal Code. Homola clarified that the horses have been back in Town since November 16<sup>th</sup>. Shealy asked if there is a back-up plan in case this treatment doesn't work, or if the horses get re-infested. Mayor Listek asked if Ms. Clark has found an alternate place to take the horses if they do get re-infested, and suggested that a daily fine could potentially be assessed. Carroll asked what if a fixed date is set to move the horses and they remain beyond that date? Listek again mentioned the daily fine per our nuisance code. Shealy made a motion that if the horses remain in Town after December 23<sup>rd</sup>, then a daily fine will be assessed, and will be retroactive back through November 16, when the horses first returned to Town.

**Motion:** Shealy                      **2<sup>nd</sup>:** Peto  
**Aye:** Shealy, Peto, Carroll, Homola, Viray  
**Motion Carried**

**Nay:** 0

#### **Resolution #621 to Extend our Interlocal Agreement with C-Tran**

Attorney Ridenour explained the terms of our Interlocal Agreement Extension with C-Tran, and Councilmember Viray made a motion to adopt the Resolution approving the extension.

**Motion:** Viray                      **2<sup>nd</sup>:** Carroll  
**Aye:** Shealy, Peto, Carroll, Homola, Viray  
**Motion Carried**

**Nay:** 0

#### **C-Tran Representative**

Each municipality in the County is allowed representation on the C-Tran Board. C-Tran has asked Yacolt to name a representative from our Town. Councilmember Peto moved to take the position.

**Motion:** Peto                      **2<sup>nd</sup>:** Homola  
**Aye:** Shealy, Peto, Carroll, Homola, Viray  
**Motion Carried**

**Nay:** 0

#### **LUMEN Right-of-Way Agreement**

Attorney Ridenour presented terms of a Right-of-Way Agreement staff have been working on, for Lumen to relocate utility lines onto Clark Public Utilities (CPU)'s poles on S. Parcel Ave. and S. Railroad Ave., adjacent to the Subdivision which is being developed along W. Hoag Street there. The two main issues to be finalized concern bonding and insurance. He asked Council if they would be comfortable with the Town signing the Agreement once finalized, requiring sufficient insurance but no bond, in order to issue a Right-of-Way Permit for the work to be done. Councilmember Peto asked if LUMEN has CPU's permission to put the lines on their poles. Councilmember Homola moved to authorize the agreement once all terms are acceptable to the Town Attorney, Mayor, and Clerk.



**Motion:** Homola

**2<sup>nd</sup>:** Shealy

**Aye:** Shealy, Peto, Carroll, Homola, Viray

**Nay:** 0

***Motion Carried***

### **Swearing in Elected Officials**

Clerk Fields swore in all of the Elected Officials who will be filling vacant offices or continuing in their current offices: Mayor through 2027- Ian Shealy; Council Pos. 1 through 2027- Joe Wisniewski; Council Pos. 2 through 2025- Kandi Peto; Council Pos. 3 through 2025- Craig Carroll; Council Pos. 4 through 2027- Ronald Homola; Council Pos. 5 through 2027– Marina Viray.

Clerk Fields then presented Mayor Listed with a plaque in appreciation of her dedicated service as Mayor of Yacolt for the last 4 years.

### **Citizens' Communication**

Pastor Bill Douglas asked for blessings on the Outgoing and incoming Mayors, and on the Council.

Owen Belmont asked if the speedbump on S. Parcel next to the new subdivision could be replaced. He said speeders have been taking advantage of the loss of the old speedbump. He also expressed continued concern over potential flooding/standing water, presumably from the stormwater pond that Rotschys built. Mayor Listek said he should report the speeders to 911.

LaCenter Mayor Tom Strobehn congratulated the elected officials and invited the new Mayor to the monthly Mayors' Dinners.

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

- The Conditional Use Permit Hearing which began Nov. 13<sup>th</sup> will be continued at a future meeting, hopefully Jan. 8<sup>th</sup>
- Mr. Witt came in and picked up his offer, but has not yet responded
- Keeping the Schindler contract on my radar; will research more plans in the first months of 2024
- The new subdivision is getting closer to the plat recording, so we will likely be bombarded by building permit apps very soon; taking Christmas week off
- Merry Christmas!

### **Public Works Department Report**

- Made it through the Tree Lighting
- Still a lot of leaves left to pick up in the next couple weeks; all storm drains are still clear following last summer's major clean-out

### **Attorney's Comments**

- Has been in touch with BGSD's attorney regarding their Capital Facilities Plan and School Impact Fees calculations and relevant code revisions, but not finished yet
- Expecting/hoping to have a final ordinance to adopt the Flood Damage Prevention Plan next month
- Still a few legal issues to work out before Railroad Ave subdivision records; those items will be recorded with the Plat
- Found out that the County will take at least 6 weeks to record the boundary line adjustment on the Witt property, and they may have additional requirements; will be scheduling another meeting with Mr. Witt; he has not yet hired an attorney to assist with negotiations.

### **Council's Comments**

Homola – Attended an NCEMS meeting; they just opened the new Fargher Lake station Dec. 4<sup>th</sup>; they reached an agreement with the union; they are hoping to purchase a new rescue vehicle hopefully with a grant. Merry Christmas!

Viray – Thanked Mayor Listek for her service; their friendship has grown as they worked hard alongside one another. Welcomed Mayor-elect Shealy. Merry Christmas!

### **Mayor's Comments**

- Thanked all who made the Tree Lighting event a success; thanked Pastor Douglas for the blessing at the beginning of the event; thanked Council, her husband and kids for all their help with the event.
- Congratulated the new Mayor and Councilmembers.

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

**Motion:** Homola

**2<sup>nd</sup>:** Carroll

**Aye:** Shealy, Peto, Carroll, Homola, Viray

**Nay:** 0

***Motion Carried***

### **Executive Session**

#### **Adjourn**

8:24 pm

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Mayor Ian Shealy

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Clerk Stephanie Fields

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



## Town of Yacolt

### Request for Council Action

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

**Name:** Stephanie Fields, Town Clerk  
David W. Ridenour, 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

**Alt. Phone:**

#### ITEM INFORMATION:

**Item Title:** Public Hearing and Council Decision: Conditional Use Permit Request – 404 E. Jones Street.

**Proposed Meeting Date:** January 8, 2024.

**Action Requested of Council:** Consider the facts and testimony presented for the request for a Conditional Use Permit for 404 E. Jones Street; Decide whether or not to allow the Permit to be issued, with or without certain conditions.

**Proposed Motions:** To Approve: “I move that the Town Council approve a Conditional Use Permit for the use of the residence at 404 E. Jones Street as a beauty salon, adopting findings and proposed conditions as described in the Staff Report.”

If changes are desired, continue the motion as follows: “... with the following changes and additional conditions (*describe*).”

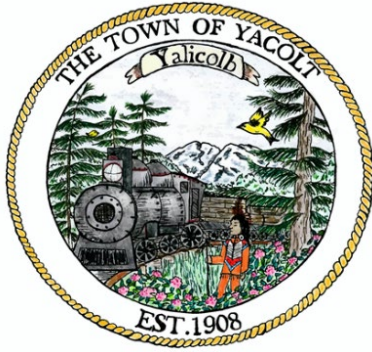
To Deny: “I move that the Town Council deny the requested Conditional Use Permit for the use of the residence at 404 E. Jones Street as a beauty salon, finding that the requested use would be significantly detrimental to the health, safety, or general welfare of the community and persons residing or working in the area of the property because (*describe specific findings in support of the motion*).”

///

**Summary/ Background:** The Applicants seek a conditional use permit that would allow them to provide beauty salon services at their residence located at 404 E. Jones Street. The Application, supporting documentation, and staff's analysis of the Application are contained in the attached Staff Report.

**Attachments:** Staff Report with Exhibits. (35 pages)

**Staff Contact(s):** Stephanie Fields, Town Clerk.  
David W. Ridenour, Town Attorney.  
Devin Jackson, Jackson Civil, Town Engineer.



**Town of Yacolt**  
**Building & Land Use Department**

202 W. Cushman Street  
Yacolt, WA 98675

Tel: (360) 686-3922

**Ian Shealy**  
Mayor

## Staff Report

**Project Name:** Carroll Conditional Use Permit for Beauty Salon

**Meeting Date:** January 8, 2024

**Proposal:** The Applicants are seeking approval of a Conditional Use Permit Application (CUPA) to operate a beauty shop in a portion of their home at 404 E. Jones Street.

**Location:** 404 E. Jones Street, Yacolt, Washington

**Owner:** Kaeli and Craig Carroll

**Applicant:** Kaeli and Craig Carroll

**Applicant's Rep:** None

**Staff:** Ian Shealy, Mayor  
Stephanie Fields, Town Clerk  
Terry Gardner, Public Works Director  
Devin Jackson, (Jackson Civil), Town Engineer  
David W. Ridenour, Town Attorney  
Les Townzen, (Townzen & Associates), Building Inspector

**Staff Recommendation: Approve Subject to Conditions.**

**Date issued: Wednesday, December 20, 2023. (Updated January 3, 2024)**

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### 1. BACKGROUND

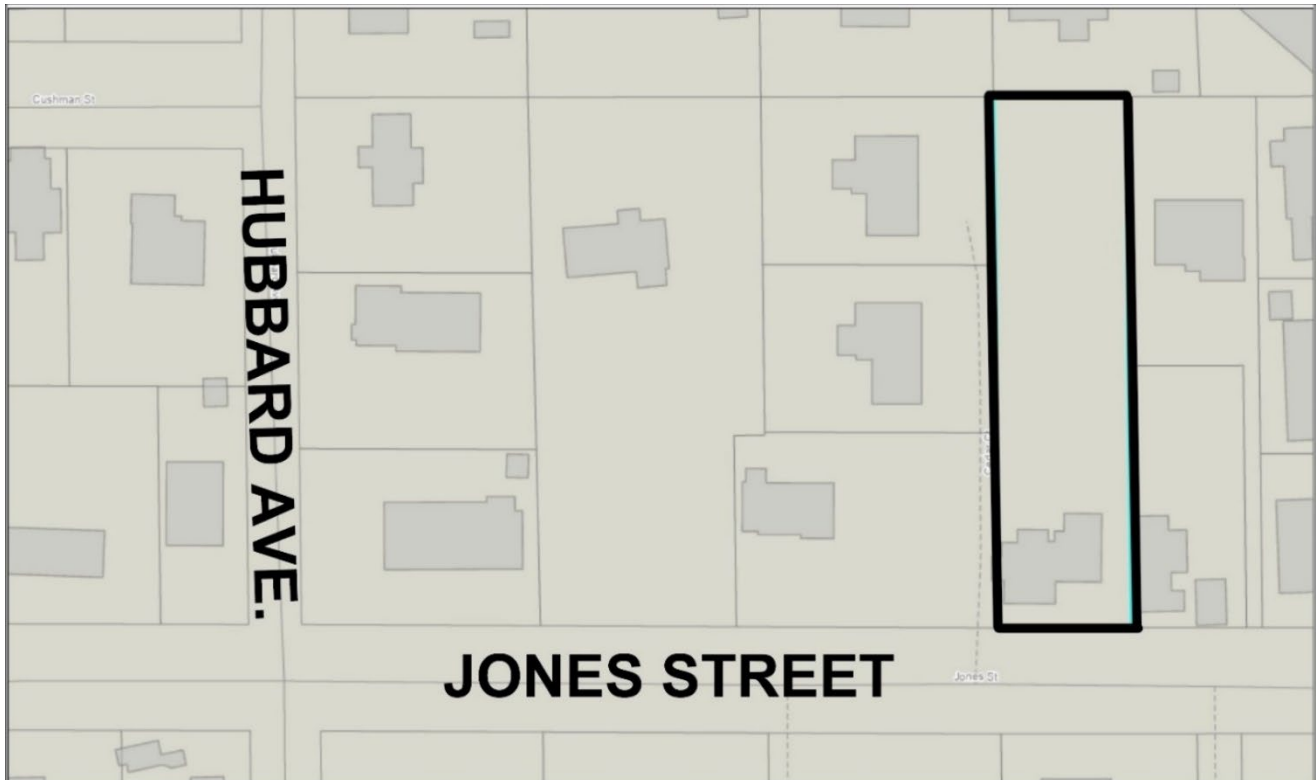
The Applicants, Craig and Kaeli Carroll, would like to operate a small beauty shop in their home, a single-family residence located at 404 E. Jones Street. The Applicants plan to remodel a single-car bay in their attached garage to accommodate a small beauty salon to be run by Kaeli Carroll, one of the property owners.

Since the proposal for this business is not permitted by the Yacolt Zoning Code, the Applicants are applying for a “Conditional Use Permit” under YMC 18.40. The Applicants wish to pursue a Council decision on the Conditional Use Permit Application before applying for a building permit.

#### A. General Site Information

- 1). Existing Structures: The Property is a half-acre lot is improved with a single-family home of 1,629 square feet that was built in 2017. The home has a 773 square foot attached garage for three cars.
- 2). Access Roads: The home is typically accessed from Railroad Avenue by East Jones Street, and from Yacolt Road from S. Hubbard Avenue and Jones Street.
- 3). Zoning: The property is zoned R1-12.5, (single-family residential).
- 4). Adjacent Zoning: The area surrounding the subject property is zoned R1-12.5 and is generally developed with single-family residential homes.
- 5). Surrounding Area: The area surrounding the subject property is depicted in Figure 1 (below).

Figure 1. Location Map



## **B. Land Use Application Processing**

- 1). Preliminary Application Review: The Town of Yacolt may determine whether a project permit application is technically complete within 28 days of receiving the application, ("counter decision"). See, RCW 36.70B.070. Subsequent completeness determinations are made within 14 days following receipt of subsequent submittals. See, RCW 36.70B.070(4)(b).
- 2). Decision on Development Proposal: The Town of Yacolt provides for final determinations within 120 days of a determination of completeness. See, RCW 36.70B.080(1) and YMC 18.95.010(A).
- 3). Consolidation of Multiple Project Permit Applications: The Town of Yacolt provides an optional consolidated permit review process pursuant to RCW 36.70B.060 and 36.70B.120.

## **C. Procedural History**

- 1). May 21, 2023: The Applicants filed an Application for a building permit. The materials submitted were incomplete, lacking construction plans and a complete / signed Master Permit Application form.

- 2). May 24, 2023: The Town Clerk advised the Applicants that additional submittals were required before a decision about the Application's status could be made. (Through the date of this Staff Report, the Applicants have provided no further documentation in support of the building permit Application. The Application remains technically incomplete, and no work has been done by the Town to process the Application.)
- 3). July 6, 2023: The Town Clerk advised the Applicants that required submittals must also include a conditional use permit application, (CUPA), because the requested use is not a permitted use under Yacolt's Zoning Code, (YMC 18.25).
- 4). October 10, 2023: The Applicants submitted a Conditional Use Permit Application with Master Application form, a photo of the house from the street, and with floor plans and elevations showing the proposed cabinet layout and other features of the planned improvements.

(The submittals did not include information in support of a building permit. The Applicants have confirmed that they are not consolidating a building permit application with their CUPA. The Applicants intend to pursue a building permit if the Council approves their Conditional Use Permit Application.)

- 5). November 13, 2023: The Town Council held a preliminary public hearing on the CUPA during its regular public meeting on November 13, 2023 after which the Council considered elements of the request. Following discussion, the Council tabled a final decision on the Application to allow the completion of a Staff Report and additional public notice under YMC 18.95.
- 6). December 20, 2023: A Notice of Public Hearing was published in The Reflector, posted at the Property, mailed to neighboring property owners, and posted at additional locations.
- 7). January 8, 2024: A Public Hearing is scheduled for the Conditional Use Permit Application during the Council's regular January public meeting. The Public Hearing will be followed by the Council's deliberations on the Application. (Note: The statutory deadlines for application processing and decision review will be satisfied since the 120 day review period ends February 7, 2024.)

To date, no written or verbal comments have been received by the Town in response to the Notice of Application or the Notice of Public Hearing that have been published and distributed by the Town.

#### **D. Appearance of Fairness Doctrine**

Questions have been raised about the participation of Council member Craig Carroll and Mayor Ian Shealy in matters involving this Application.

Council member Carroll is an owner of the subject property and an Applicant in this case. Mayor Shealy lives in close proximity to the subject property and assisted the



Applicants with their Application during September, 2023 and possibly on other dates.

The “Appearance of Fairness Doctrine” requires government decision-makers to conduct quasi-judicial hearings and proceedings in a way that is fair and unbiased in both appearance and fact. See, RCW 42.36. The Council’s decision-making process for a conditional use permit application is a quasi-judicial proceeding to which the Appearance of Fairness Doctrine applies.

The Appearance of Fairness Doctrine (and other conflict of interest principles) prohibit *ex parte* communications between interested decision makers and opponents or proponents of the requested action. Participation of an interested decision-maker in the process or the decision may lead to a complaint seeking disqualification of the decision-maker or questions about the legitimacy of the decision and process.

For these reasons, the Town has taken a number of steps to preserve the fairness of the proceedings and the decision on this Application.

- 1). November 13, 2023 Council Meeting: Council member Carroll excused himself from the Council chambers during the public hearing and Council deliberations that took place during the November 13, 2023 Council meeting. Mr. Carroll is expected to excuse himself again during the entirety of the proceedings that involve this subject during the January 8, 2024 Council meeting.

Mayor Shealy occupied Council position #1 during the November 13, 2023 Council meeting. Mayor Shealy was not aware at the time that the Appearance of Fairness Doctrine might arguably apply to him. Mayor Shealy participated in the public hearing and Council deliberations that followed. Mayor Shealy’s participation during the proceedings was minimal, though he expressed that he was in favor of the proposal. The approved minutes for that meeting state that “Councilmember Shealy said it would be great especially for the elderly not to have to drive at least 15 miles away just to get their hair cut.”

Since that time, Mayor Shealy has discussed these issues with the Town’s staff and decided to excuse himself during the entirety of the proceedings that surround the subject during the January 8, 2024 Council meeting.

- 2). Staff Report: Council member Carroll and Mayor Shealy did not participate in the preparation of this Staff Report or its recommendations.
- 3). January 8, 2024 Council Meeting: Council member Carroll and Mayor Shealy are expected to play no role in the Council’s public hearing and decision-making process scheduled for Monday, January 8, 2024, (unless special circumstances arise, such as lack of a quorum, in which case one or both members of the Council may be asked to participate as may be allowed by State statute).

The Council should disregard any comments made by Mayor Shealy regarding this Application during the November 13, 2023 deliberations and otherwise.

## 2. APPLICABLE APPROVAL AUTHORITY

The authority for this review is described in:

- a). YMC 18.10.010 – Definitions;
- b). YMC 18.25.030 – Single-Family Residential Districts, Conditional Uses;
- c). YMC 18.25.085 – Local Health Officer Authority;
- d). YMC 18.40 – Conditional Use Permits;
- e). YMC 18.95.010 – Public Hearing Procedures and Notice of Hearings; and,
- f). Resolution #607, Section 8 – Building Permits and Consolidated Applications.

The public hearing will be conducted in accordance with rules of procedure adopted by the Yacolt Town Council. The final decision on the Application will be made by the Yacolt Town Council.

## 3. ANALYSIS OF APPLICABLE REGULATIONS

### A. Yacolt Zoning Code Definitions - YMC 18.10.010

#### 18.10.010 Definitions

- 1). Home Business, Occupation. “Home business” or “occupation” shall mean a use conducted upon the property for which the business use is clearly secondary to the use of the parcel for residential purposes.
- 2). “Accessory use or structure” shall mean one which is subordinate to the principal use of a building on the lot serving a purpose customarily incidental to the use of the principal building.
- 3). “Conditional use” “Conditional use” shall mean an activity specified by this title as a principal or an accessory use, permitted when authorized by the town council subject to certain conditions.
- 4). Garage, Private. “Private garage” shall mean an accessory building or part of a main building intended primarily for the storage of motor vehicles owned or used by occupants of the main building.

Staff Finding: The proposed use of the Applicant’s home as a beauty salon constitutes a ‘conditional’ or ‘accessory’ use under Yacolt’s Zoning Code.

### B. Residential Zoning Code for Conditional Uses - YMC 18.25.030

#### Article I. Single-Family Residential – R1-12.5, R1-10

##### 18.25.030 Conditional uses.

The following are the conditional uses in these districts in accordance with the

provisions of Chapter 18.40 YMC....  
I. Home occupations.

Staff Finding: Yacolt's Zoning Code allows the proposed use of property in an R1-12.5 Single-Family Residential Zone as a 'conditional use', subject to the Applicant's satisfaction and the Council's approval of the permit pursuant to YMC 18.40, (Conditional Use Permits).

### **C. Review by the Clark County Health Department**

#### **18.25.085 Local health officer authority.**

The local health officer shall have final authority to approve, approve with conditions, or deny any development application in single-family residential R1-12.5, R1-10 zoning districts. No building or development permit may be issued by the town except in compliance with the conditions described in a recommendation for approval from the local health officer, who shall determine the minimum lot size, minimum land area, lot coverage criteria, dwelling density, soil condition standards, or such other standards and requirements as the local health officer is authorized by law or regulation to determine, as such law or regulation is now enacted or may hereafter be amended.

#### **CCC 24.17.050 - Definitions.**

"Expansion" means a change in a residence, facility, site, or use that:

- (a) Causes an on-site sewage system to exceed its existing treatment or dispersal capability, for example, when a residence is increased from two (2) to three (3) bedrooms or a change in use from an office to a restaurant; or
- (b) Reduces the treatment or dispersal capability of the existing on-site sewage system or the reserve area, for example, when a building is placed over a reserve area.

#### **CCC 24.17.110 - Building permit review and land use determination.**

(1) In order to obtain a building permit for any property that is currently served by an OSS, the local building official shall request that CCPH determine if the current OSS is adequate for the proposed use and is operating properly only when the building activity may interfere with any component or increase the effluent flow to the OSS. CCPH shall require:

- (a) A desk review when sufficient records exist to evaluate potential impacts to the operation of the OSS and its reserve area; or
- (b) A desk review and field inspection if the OSS is not permitted or if there are insufficient records to make a determination;
- (c) A full locate of all OSS components may be required if CCPH deems this necessary to make a determination;
- (d) A current O&M inspection per Section 24.17.170.
- (e) If CCPH determines that there are no apparent barriers to the proposed building project in terms of the impact on the OSS or reserve area, they will issue a CCPH release to the building official so stating. CCPH release decisions shall be valid for one (1) year following date of issuance. If CCPH determines that the

proposed building project would adversely impact the OSS or reserve area, a CCPH release will not be issued.

Staff Finding: Taken literally, Yacolt's Zoning Code requires the approval of the County Health Department for all building and development permits issued by the Town. That rule is relaxed somewhat by explanations provided in the Clark County Code, (examples above).

Conclusion: Staff concludes that the proposed change in use to add 'beauty shop' business activities brings this application within the scope of applications for which the approval by the Health Department is appropriate and required. It is reasonable to expect that the Health Department may wish to consider conditions and limitations for how the beauty salon would be allowed to impact the existing residential septic system.

#### **D. Conditional Use Permits – YCM 18.40**

##### **Chapter 18.40**

##### **CONDITIONAL USE PERMITS**

Sections:

- 18.40.010 Purpose.
- 18.40.020 Town council authority.
- 18.40.030 Application.
- 18.40.040 Investigation and report.
- 18.40.050 Public hearings.
- 18.40.060 Action by the town council.
- 18.40.070 Effect.
- 18.40.080 Revocation.
- 18.40.090 Limitation on new applications.
- 18.40.100 Minor expansions.

##### **18.40.010 Purpose.**

In certain districts, conditional uses may be permitted, subject to the granting of a conditional use permit. Because of their unusual characteristics, or the special characteristics of the area in which they are to be located, conditional uses require special consideration so that they may be properly located with respect to the objectives of this chapter and their effect on surrounding properties.

##### **18.40.020 Town council authority.**

The town council shall have the authority to approve, approve with conditions, disapprove, or revoke conditional use permits subject to the provisions of this chapter. Changes in use, expansion or contraction of site area, or alteration of structures or uses classified as conditional and existing prior to the effective date of the ordinance codified in this title, shall conform to all regulations pertaining to conditional uses.

##### **18.40.030 Application.**

A property owner or any interested person may make application for a conditional

use permit which shall be made to the mayor in a manner prescribed by the town. Such application shall be accompanied by a site plan.

**18.40.040 Investigation and report.**

The mayor, other official or agent of the town prepares a report thereon, which shall be submitted to the town council and made available to the applicant prior to the public hearing.

**18.40.050 Public hearings.**

Before a conditional use is permitted, the proposed conditional use shall be considered by the town council at a public hearing. Notice of said hearing shall be given as provided in Chapter 18.95 YMC.

**18.40.060 Action by the town council.**

The town council may approve, approve with conditions, or disapprove the application for a conditional use permit. In permitting a conditional use the town council may impose, in addition to regulations and standards expressly specified in this title, other conditions found necessary to protect the best interests of the surrounding property or neighborhood, or the community as a whole. These conditions may include requirements increasing the required lot size or yard dimensions, increasing street widths, controlling the location and number of vehicular access points to the property, increasing the number of off-street parking or loading spaces required, limiting the number of signs, limiting the coverage or height of buildings because of obstructions to view and reduction of light and air to adjacent property, limiting or prohibiting openings in sides of buildings or structures or requiring screening and landscaping where necessary to reduce noise and glare and maintain the property in a character in keeping with the surrounding area, and requirements under which any future enlargement or alteration of the use shall be reviewed by the town and new conditions imposed.

In order to grant any conditional use, the town council must find that the establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be significantly detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to the property and improvements in the neighborhood or to the general welfare of the community.

The town council shall render a decision within 60 days after the filing of the application. The decision of the town shall be final.

A conditional use permit shall become void one year after approval, or after such greater or lesser time as may be specified as a condition of approval, unless within that time the required building construction, alteration, or enlargement has been commenced and diligently pursued, or if no such construction, alteration, or enlargement is required, unless the permitted activity is being regularly conducted on the premises. The town council may extend the permit for a period of one year.

**18.40.070 Effect.**

No building or other permit shall be issued in any case where a conditional use permit is required by the terms of this chapter until five days after the approval of the conditional use by the town council.

**18.40.080 Revocation.**

The town council may revoke any conditional use permit for noncompliance with conditions set forth in the granting of said permit after first holding a public hearing and giving notice of such hearing as provided in Chapter 18.95 YMC. The foregoing shall not be the exclusive remedy, and it shall be unlawful and punishable hereunder for any person to violate any condition imposed by a conditional use permit.

**18.40.090 Limitation on new applications.**

In a case where an application is denied by the town council, the application shall not be eligible for resubmittal for the period of one year from the date of said denial, unless, in the opinion of the town council, new evidence is submitted or conditions have changed to an extent that further consideration is warranted.

**18.40.100 Minor expansions.**

An existing permitted or lawfully nonconforming conditional use may be expanded or modified following the site plan approval, if the expansion or modification will result in less than a 25 percent cumulative enlargement or relocation of the structure, floor area, or parking area, complies with other applicable regulations, and is not expressly prohibited by either: (A) an applicable prior land use decision if the original use is lawfully nonconforming because it was commenced prior to a conditional use permit being required; or (B) the conditional use permit issued for such use.

**1. CONDITIONAL USE PERMIT DECISION CRITERIA**

The Town Council may approve, approve with conditions, or disapprove the application for a conditional use permit. In permitting a conditional use the Town Council may impose, in addition to regulations and standards expressly specified in this Title, other conditions found necessary to protect the best interests of the surrounding property or neighborhood, or the community as a whole. (YMC 18.40.060)

The Town Council may grant a Conditional Use Permit Application only if it finds that “the establishment, maintenance, or operation of the use applied for will not, under the circumstances of the particular case, be significantly detrimental to the health, safety, or general welfare of persons residing or working in the neighborhood of such proposed use or be detrimental or injurious to the property and improvements in the neighborhood or to the general welfare of the community.” (YMC 18.40.060)

**2. COUNCIL AUTHORITY AND DISCRETION**

The Town Council may impose specific conditions upon the use, including an increase in the standards of YMC 18, which will enable the Town Council to make the required findings in YMC 18.40.060. These conditions may include, but are not limited to, restrictions in hours of operations; restrictions on locations of structures and uses; structural restrictions which address safety, noise, light and glare, vibration, odor, views, aesthetics, and other impacts; and increased buffering requirements, including open space, berms, fencing and landscaping.

### 3. FINDINGS IN SUPPORT OF DECISION CRITERIA

Before any conditional use permit may be granted, the Town Council must adopt written findings showing that the decision criteria are met by the proposal.

It is necessary to consider and evaluate specific potential impacts of the proposed use in order for the Council to decide whether the proposed use will be detrimental to the public health, safety, and welfare; injurious to property or improvements in the neighborhood; or adversely affect the established character of the surrounding community.

Based on the preliminary public hearing held on November 13, 2023 and the Council's discussion that followed, and on the communications between staff and the Applicants, staff offers the follow list of issues and tentative findings:

A. No off-site or street parking will be needed.

Finding: The Applicant has committed to a small business model for which all parking will be available on the existing private driveway of the residence. In addition, the Applicant has proposed a condition stating that there will be no employees. This will eliminate additional demand for parking in the public right-of-way. (See, Permit Conditions 5(A)(3-5) below.)

B. Traffic patterns will not be significantly impacted.

Finding: There will be no employees to serve additional customers. The Applicant's own use of the property for beauty salon services is projected to be minimal because the work is not planned to be full-time. With very few customers, arriving infrequently and typically one-at-a-time, the impact of the proposed use on existing traffic patterns appears to be negligible.

C. The surrounding neighborhood would not be negatively impacted by the size, arrangement or design of the proposed use.

Finding: The proposed use exists entirely indoors and consists of activities that are expected to create no negative impact on the neighborhood in terms of noise, views, or activities. The Applicant has further minimized the risk of negative impacts by proposing conditions that limit use of the business for retail sales, storage of supplies and equipment, hours of operation, space dedicated to the conditional use, and signage, (no signage has been requested). (See, Permit Conditions 5(A).)

- D. The conditional use would be ‘personal’ to the Applicants, and available only to the Applicants.

Finding: A general permit authorizing the proposed use could be subject to future abuse in the event the property is sold to a future owner who expands the use beyond that proposed by the Applicants. The Applicants have proposed a condition that the Council’s permit approval would terminate automatically when the Applicants no longer occupy the Property. (See, Permit Conditions 5(A)(1) below.)

- E. The existing septic system should not be negatively impacted by the proposed use.

Finding: Staff notes that Yacolt partners with the Clark County Health Department when it comes to evaluating land use permit applications and their potential impact on existing septic systems. Since any approval of the Conditional Use Permit must be conditioned on the additional approval of the Clark County Health Department, staff believes that appropriate controls and conditions will be stated during that review, if needed. This should be true whether the potential impacts be increased demand on the system, the introduction of prohibited hazardous wastes, or other issues.

In addition, the Town has its own authority to enforce the proper use of residential septic systems through its Nuisance Code (YMC 8.05), and its On-Site Sewage Disposal Systems Code, (YMC 35.15), or its rights to abate violations of other applicable standards that may exist in the Clark County Code, the rules and regulations of the Clark County Health Department, or State statutes and regulations.

- F. All conditions necessary to lessen any impacts of the proposed use are measurable and can be monitored and enforced.

Finding: The proposed conditions recommended by the Applicants and staff would address the kinds of concerns that were mentioned during the November, 2023 review of the Application. Most of the proposed conditions can be monitored and enforced through the building permit review and approval process, and through subsequent site inspections if desired.

CONCLUSION: The proposed use, as conditioned in Section 5 below, is consistent with the criteria for approval of a Conditional Use Permit established by YMC 18.40.060.



**E. Public Hearing Procedures and Notice – YMC 18.95.010**

**18.95.010 Public hearing procedures and notice of hearings.**

Public hearing and notice procedures shall be consistent with the following:

- A. Upon receiving an application for a development, the town shall have no more than 28 days to determine whether or not the application is technically complete. A written decision on a development proposal shall be rendered within 120 days following the receipt of a technically complete application.
- B. A notice of application shall be published and a comment period of not less than 14 or more than 30 days shall be established. The notice shall contain the following to the extent that this information is known:
  - 1. The case file number(s), date of application, the date the application was determined complete, and the date of the notice of complete application;
  - 2. A description of the proposed project and a list of project permits included with the application and, if applicable, a list of any further studies requested by the review authority;
  - 3. The identification of other permits not included in the application, to the extent known by the town;
  - 4. Identification of existing environmental documents that evaluate the proposed project;
  - 5. A statement of the public comment period, that the public has the right to comment on the application, receive notice of and participate in any hearings, request a copy of the decision once made, and any appeal rights. A statement shall indicate that written comments received by the town within 15 calendar days from the date of the notice will be considered;
  - 6. The deadline for submitting a SEPA appeal;
  - 7. The date, time, place and type of hearing, if applicable. The hearing date is to be set at the time of the date of notice of the application;
  - 8. A statement of the preliminary determination, if one has been made, of those development regulations that will be used for the project mitigation and which regulations the application appears to comply with. A statement that a consolidated staff report and SEPA review will be available for inspection at no cost at least 15 calendar days before the administrative decision or public hearing, if applicable, and the deadline for submitting written comments;
  - 9. The name of the applicant or applicant's representative and the name, address and telephone number of a contact person for the applicant, if any;

10. A description of the site, including current zoning and nearest road intersections, reasonably sufficient to inform the reader of its location and zoning;
  11. A map showing the subject property in relation to other properties or a reduced copy of the site plan;
  12. The date, place and times where information about the application may be examined and the name and telephone number of the county representative to contact about the application;
  13. The designation of the review authority, and a statement that the hearing will be conducted in accordance with the rules of procedure adopted by the review authority; and
  14. Any additional information determined appropriate by the town.
- C. A SEPA threshold determination of environmental significance, nonsignificance, or mitigated nonsignificance shall be made by the town and circulated for comment 15 days prior to a decision on the proposed development.
  - D. An advertised public hearing shall be conducted on the proposed development.
  - E. A written decision by the town shall be rendered on the proposed development.

Staff Finding: The Town has satisfied the procedures for Notice of the Application and Public Hearing.

#### **F. Building Permit Procedures - Resolution #607**

- 1). 8.3.2 Building Permit Decisions by the Town Council. The Town Council will review and approve, approve with conditions, or deny a Building Permit application in the following circumstances:
- 2). 8.3.2.1 Consolidated Applications. When the Building Permit application is associated with a zoning, land use, development, environmental, or similar permit application and where the applications have been consolidated for simultaneous review and processing;
- 3). Section 8 - Building Permits.
- 4). Section 8.1 - Permits Required. Any Owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the use or occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this Building Code, or to cause any

such work to be done, shall first make application to the Building Official and obtain the required permit.

- 5). Section 8.2 - Application for Permit. To obtain a Building Permit, an applicant shall first file an application in writing on one or more forms furnished by the Building Department for that purpose.

Staff Finding: The discretion to approve, deny, or approve this Land Use Application with conditions lies solely with the Town Council. The Town Council has not delegated its authority to the Town's Mayor/Building Official or any member of the Town's staff.

#### 4. STAFF COMMENTS

The decision on whether to approve this Application is entirely up to the Council's discretion. Staff's work on this Application was intended to assist the Town Council by proposing conditions that would support approval by better satisfying the approval criteria of YMC 18.40.060.

For example, if a general approval were granted for this Application, then the Property's use as a beauty salon by present owners or future owners would be largely unrestricted. The use could theoretically be expanded to include pedicures, manicures, facials, perms, tanning, retail product sales, massage and other spa services, in a business that hires employees and takes over the entire home. A more active beauty salon in a residential neighborhood could have significant impacts in terms of parking, traffic, signage, odors, and so forth.

The Applicants have indicated that impacts from their present plans for the business should be minimal. Parking for customers will be provided on the private property itself, on the home's existing driveway. Traffic impact is expected to be limited to perhaps one customer per day, and perhaps as few as two days a week. No signage has been requested. The business is apparently going to operate for private clients only, rather than as an open retail commercial establishment that accepts walk-in retail traffic.

However, the Applicants offered no mechanisms in their original submittals by which the Town would be able to ensure these limits on the use. Staff has worked with the Applicants on these subjects, and appreciates their creativity and understanding as we worked to create a set of proposed conditions that might satisfy concerns from even the closest neighbors.

If the Council finds that approval of the Application is warranted, staff suggests that the Council consider limitations and conditions to the conditional use as described below. The list is not necessarily complete, and the Council may naturally consider other ideas for describing the desired scope of a conditional use permit.

///

## 5. PERMIT CONDITIONS

### A. Permit Conditions Proposed by Applicant

- 1). Term of Permit: As long as the Applicants own and occupy the Property. The Permit Approval would expire automatically at the point that the Applicants no longer occupy the Property.
- 2). Amount of Space Occupied by Beauty Shop: The space in the home that would be available to provide beauty shop services would be limited to the third garage bay designed for a single car.
- 3). Customer Parking: Customer parking will be made available on the Applicant's existing private driveway. No customer parking will be allowed on the street or in the public right-of-way. Under this condition, no limit on the number of cars is proposed.
- 4). Maximum number of Employees: None.
- 5). Conditions for Employee Parking: n/a
- 6). Signage: The Applicants currently have no plans to create or install signage for the business. If signage is desired in the future, Applicants agree to apply for a sign permit pursuant to YMC 18.85, and agree that the Council may review such application subject to the Conditional Use Permit standards described in YMC 18.40.060.
- 7). Storage of Supplies and Equipment: The Applicant proposes to limit storage of supplies, materials and equipment associated with the proposed use to the inside of the home and enclosed garage areas only.
- 8). Retail Sales: Retail sales of products, beauty appliances and supplies, and any other goods will be limited to "incidental sales" for customers who are otherwise onsite during their appointments for beauty salon services.
- 9). Hours of Operation: The Applicants shall limit the hours of operation to any day between and including Monday through Saturday between the hours of 10:00 a.m. and 6:00 p.m.
- 10). Hazardous Wastes: Applicant agrees and states that no hazardous products shall be used in the proposed beauty salon business. Staff believes this subject is adequately handled by the Clark County Health Department's review and the authority of the Town to abate any nuisance condition that might result from improper use of the septic system.

### B. Permit Conditions Proposed By Staff

- 1). Approval of the CUPA by the Clark County Health Department pursuant to YMC 18.25.085.

- 2). Approval of a Building Permit to be issued by the Town for improvements indicated in the CUPA Application upon receipt of a complete and satisfactory Building Permit Application.
- 3). Duration of Permit: Staff proposes that the Council apply the standard term for the duration of the Conditional Use Permit. (One (1) year from issuance, pursuant to YMC 18.40.060, during which the Applicant must begin the approved use or make substantial progress toward making the approved use of the Property.)
- 4). Nuisance Conditions: General limit on nuisance conditions, with the use being subject to Council review upon the receipt of complaints by the public.
- 5). Compliance with Applicable Regulations: The Applicants should agree to otherwise comply with all applicable local, county and State laws and regulations.
- 6). Business License: The Applicants are to obtain a Yacolt Business License prior to engaging in the proposed business services.
- 7). Other: Any other conditions and limitations as may be approved by the Town Council.

## 6. EXHIBIT LIST

- A). **Exhibit A**: Photograph of Subject Property.
- B). **Exhibit B**: Conditional Use Permit Application form.
- C). **Exhibit C**: Applicant's Narrative in Support of Application, (with photo of home).
- D). **Exhibit D**: Floor Plans & Elevations.
- E). **Exhibit E**: Notice of Public Hearing, Published in The Reflector.

## 7. PROPOSED CONDITIONS OF APPROVAL

Staff is satisfied with the conditions of approval proposed by the Applicant and supplemented by Staff in Section 5 above.

## 8. RECOMMENDATION TO THE TOWN COUNCIL

Based upon the proposed plan, and the findings and conclusions stated above, the Town of Yacolt's staff and consultants recommend that the Conditional Use Permit Application for the Carroll Beauty Salon at 404 E. Jones Street be APPROVED subject to compliance with the Yacolt Municipal Code and the conditions listed above under Section 5 – "Permit Conditions".

TRANSMITTED this 4<sup>th</sup> day of January, 2024 to the Applicant and the Town Council.

PUBLIC COMMENTS RECEIVED: None

## Exhibit "A"

Photo of Subject Home at 404 E. Jones Street



## **Exhibit “B”**

Conditional Use Permit Application Form





## Town of Yacolt

202 W. Cushman Street - P.O. Box 160  
Yacolt, WA 98675

Tel: (360) 686-3922 Fax: (360) 686-3853

Email: [townofyacolt@townofyacolt.com](mailto:townofyacolt@townofyacolt.com)  
[www.townofyacolt.com](http://www.townofyacolt.com)

### Office Use Only

Date Received: \_\_\_\_\_  
Reply Deadline: \_\_\_\_\_  
Permit Name: \_\_\_\_\_  
Permit Number: \_\_\_\_\_  
Issue Date: \_\_\_\_\_

## Conditional Use Master Permit Application

(Attach additional pages if you need more space.)

### General Project Description

Please describe the proposed project, including the existing use(s) of the property, proposed use(s) of the property, and all expected land use and construction elements.

We would like to convert the third bay in the garage to a at home hair salon. To allow me to work part time and take care of my six year old daughter while allowing family's in Yacolt to benefit from my services so they don't have to drive into larger towns. Parking is not in issue as they will park in the over sized driveway.

**Land Use Elements:** (e.g., subdivision, short plat, variance, conditional use permit, road access, zoning, SEPA, etc.)

**Construction Elements:** (e.g., new construction/remodel/addition, commercial, single-family home, multi-family, detached garage, accessory building, fence, demolition, re-roof, right-of-way work, etc.)

Estimated Total Cost of the Project, (labor and material): \$ \_\_\_\_\_

### Property Information

Property Street Address: 404 East Sones St.

Tax Parcel Number(s): 65085000

Legal Description: \_\_\_\_\_

Owners' Name(s): Kaeli & Craig Carroll

Owners' Mailing Address: 404 East Sones St.

Owners' Phone Number(s): 360 901 6979

Owners' Cell Phone Number(s): 503 806 7408

Owners' Email Addresses: Kaeli.made@yahoo.com

Occupants' Name(s): Same

Occupants' Phone Number(s): Same

Occupants' Cell Phone Number(s): Same

Occupants' Email Addresses: Same



(If not applicable to the Project, please indicate "N/A" below.)

**Primary Contact Information**

Contact Person: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Contact Address: \_\_\_\_\_  
 Phone Number(s) (incl. cell): \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_

**Project Manager / Other Authorized Representative**

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Phone Number(s): \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_  
 Contact Phone, (incl. cell): \_\_\_\_\_

**Contractor Information** *(Must be provided prior to issuance of permit)*

Contractor Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Phone Number(s): \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_  
 Contractor's WA State UBI Number: \_\_\_\_\_  
 Contractor's WA L&I License Number: \_\_\_\_\_  
 Contractor's WA State Contractor's License Number: \_\_\_\_\_  
 Licensing Bond, (company and amount): \_\_\_\_\_

☐ Attach or enclose a copy of current contractor registration card for verification purposes.

**If Construction by Owner:** If the project will be constructed or partially-constructed by the property owner, confirm that you have read the contractor licensing requirements? ☐ Yes ☐ No

Cite exemption number in RCW 18.27: \_\_\_\_\_

**OR**

**If Owner is Contractor:** I have read RCW 18.27.010 relating to definitions of general contractors and specialty contractors, and RCW 18.27.110 which prohibits the issuance of permits without proof of registration, and verify that the owner is a contractor.

Signature: _____	Date: _____
Printed Name: _____	Title: _____
Signature: _____	Date: _____
Printed Name: _____	Title: _____

**Other Consultant(s)** *(Civil engineer, architect, sub-contractor, etc.)*

Company Name: \_\_\_\_\_  
 Company Address: \_\_\_\_\_  
 Company Phone Number(s): \_\_\_\_\_  
 WA State UBI Number: \_\_\_\_\_  
 WA State Licensing Information: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_  
 Contact Phone: \_\_\_\_\_

## Financial Responsibility

### **Financially Responsible Party/Parties** *(Application processing fees, processing costs, impact fees, etc.)*

Name(s): \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number(s) (incl. cell): \_\_\_\_\_  
Email Address: \_\_\_\_\_

### **Construction Financing** *(Lender information is only required for projects over \$5,000.)*

This project is: ☐ Funded Soley by the Owner ☐ Funded by a Lender

### **Construction Lender** *(Any lender associated with the project by providing interim construction financing.)*

Lender Name: \_\_\_\_\_  
Branch Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_

### **Payment Bond** *(Any firm associated with the project by providing a payment bond on behalf of the prime contractor for the protection of the owner, if the bond is for an amount not less than fifty percent of the total amount of the construction project.)*

Bonding Company Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Phone Number(s): \_\_\_\_\_  
Bond Number / Detail: \_\_\_\_\_

**Note:** If any information about the construction lender or payment bond is not available at the time this application is submitted, you must so state. The applicant must provide the remaining information as soon as the applicant can reasonably obtain such information.

## Acknowledgements

(All property owners, applicants and financially responsible parties must sign and date this Master Permit Application.)

1. *I certify that I am the owner of this property or the owner's authorized agent. If acting as an authorized agent, I further certify that I have full power and authority to file this application and to perform, on behalf of the owner, all acts required to enable the jurisdiction to process and review such application. I certify, under penalty of perjury, under the laws of the State of Washington, that the information provided is true and correct.*
2. *I will comply with all provisions of law and ordinance governing this type of application. I understand that false statements, errors, and/or omissions may be sufficient cause for delay, denial or revocation of the permit. If the scope of work requires a licensed contractor to perform the work, the contractor's information will be provided prior to permit issuance.*
3. *I authorize employees and agents of the Town of Yacolt to enter onto the property which is the subject of this application at any reasonable time to examine the property, to take photographs, to post public notices, and to perform any other act reasonably necessary to process this application.*
4. *This Master Permit Application, together with all other submittals as may be required by the Town of Yacolt, constitutes my request and application for a building and/or land use permit. I certify that my submittal package*



*contains the required information and is accurate. If my application submittal package is not correct and complete, I understand that my application will not be accepted, and that I will be required to re-apply when I have all the required information.*

Signature: Kael Carroll Date: 10.9.23

Printed Name: Kael Carroll Title: \_\_\_\_\_

Signature: Craig Carroll Date: 10.9.23

Printed Name: Craig Carroll Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

## **Exhibit “C”**

Applicant's Narrative in Support of Application  
(With Photo of Home)

**Subject** Letter for shop  
**To:** [Kaeli Mode <kaelimode@yahoo.com>, Craig Carroll <craig.carroll@yahoo.com>]  
**From** netaushia hines <hinestaush1@gmail.com>  
**Date** Fri, Oct 6, 2023 at 11:40 AM

Thank you in advance for giving me the opportunity to add a service to the town of Yalcot while giving me the work life balance my family needs. My goal is to turn the third bay of my existing garage in to a salon. In this space, I will provide service to customers roughly two days of week. My planned operating hours would be 10am - 5pm. The parking of my customers would be on my already paved driveway which has ample space and would not affect the neighborhood streets.(see attached photo) The biggest objective here is to allow me to be home more for the care of my young daughter who is in elementary, and childcare for her. This allows me to care for her while making a small income to contribute to my family. This service would benefit the town of Yacolt as well so other families would not have to travel into larger towns to get a hair cut or color. The total hours I plan would be 14-15 hours per week, with around no more than 10 customers per week. I have spoken with other residents in Yacolt and they have expressed excitement to have this service available in town. My family is not large as there is three of us primarily. I do have two step children that live out of town and visit occasionally on weekends. I would really appreciate the opportunity to have this salon at my house, I do think it's no different then others who moved their work from an office to their home since Covid. Giving them the work life balance so many need., I am asking for the same opportunity. While yes this is a service that allows customers to come me, the small town of Yalcot would benefit as well with no impact on the traffic or parking issues. I am aware of I ever decide to sell my home this space zoning would remain with the home.

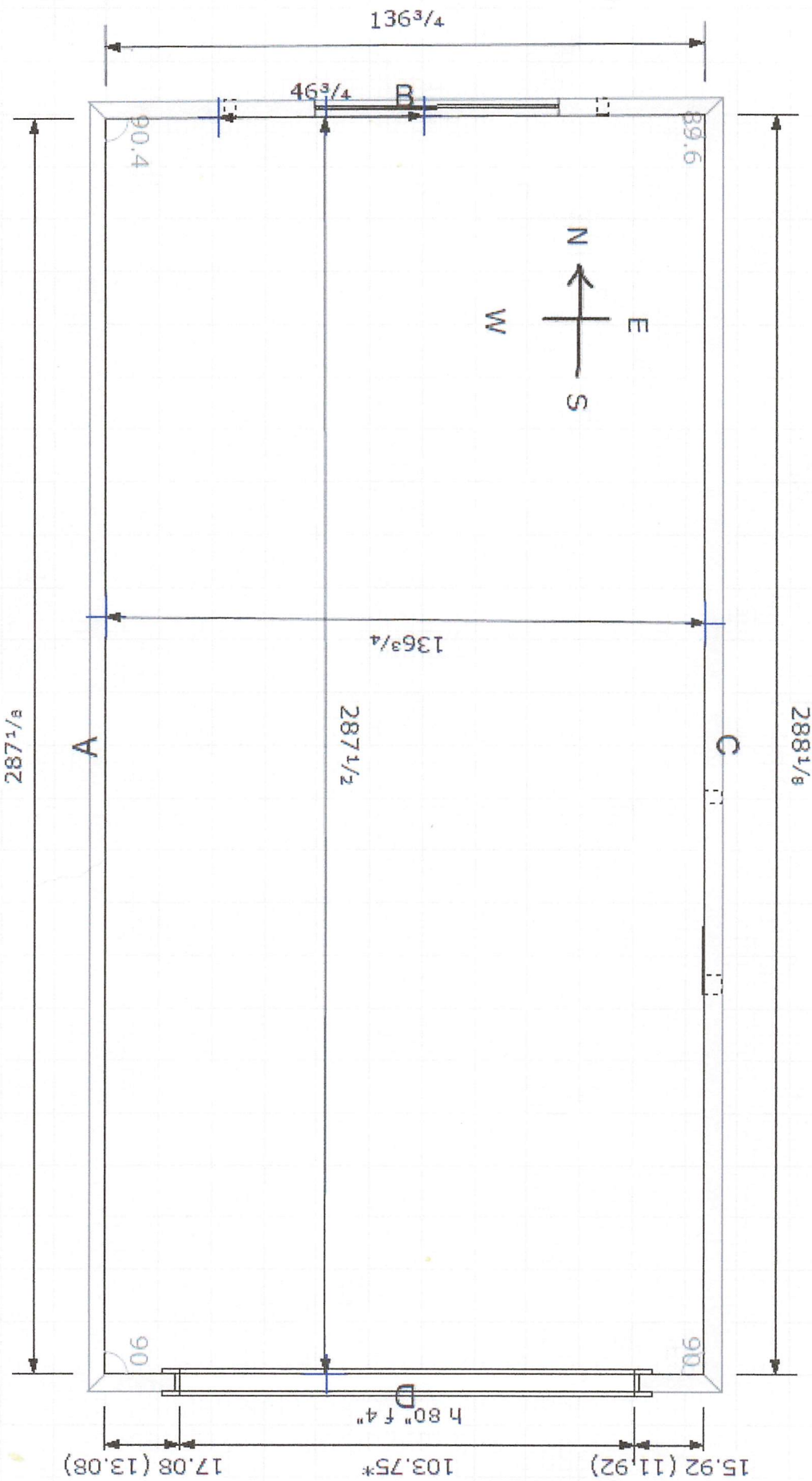




## **Exhibit “D”**

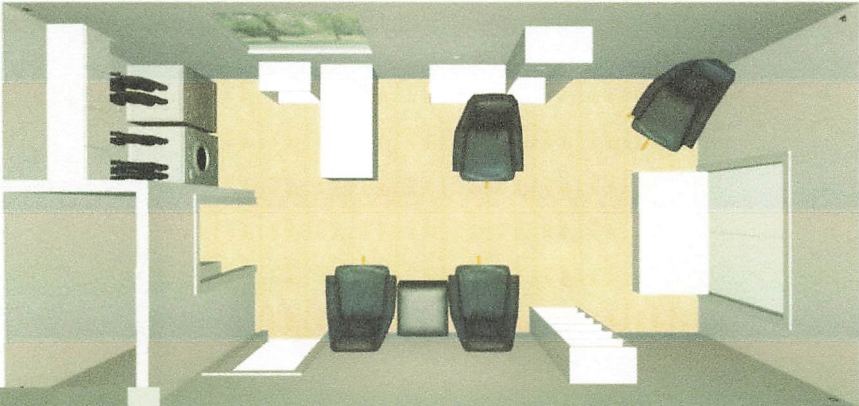
Floor Plans & Elevations







Design1 - White



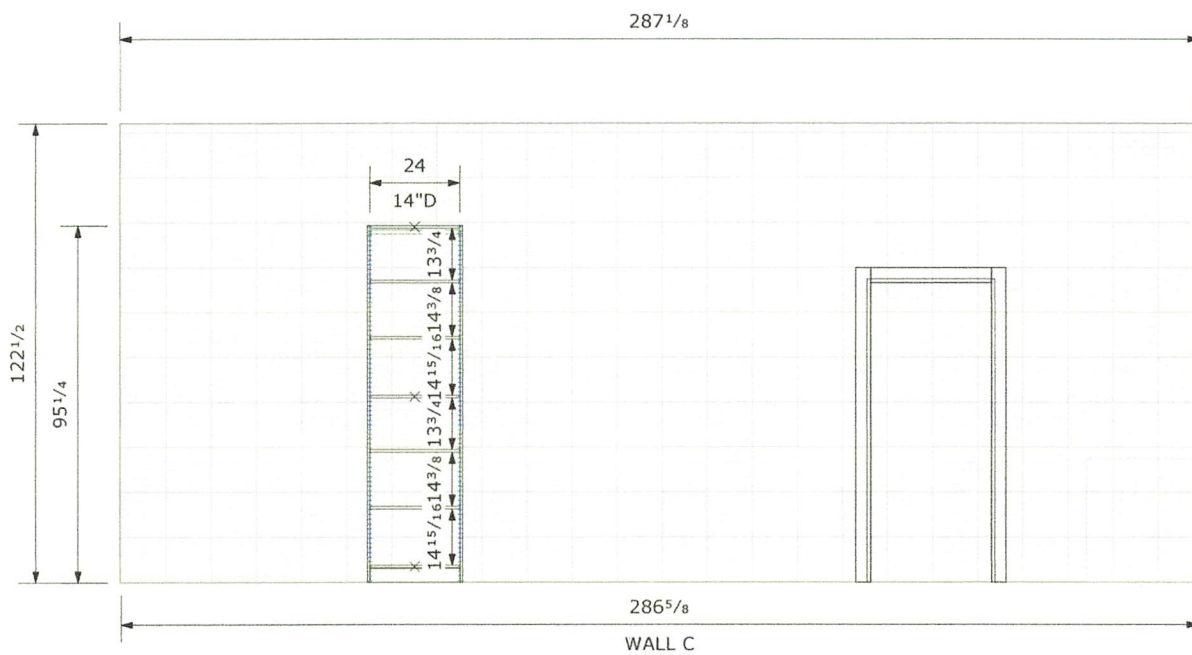
CALIFORNIA CLOSETS®  
Designed by: Walsh, Amanda

kaeli Carol  
Customer

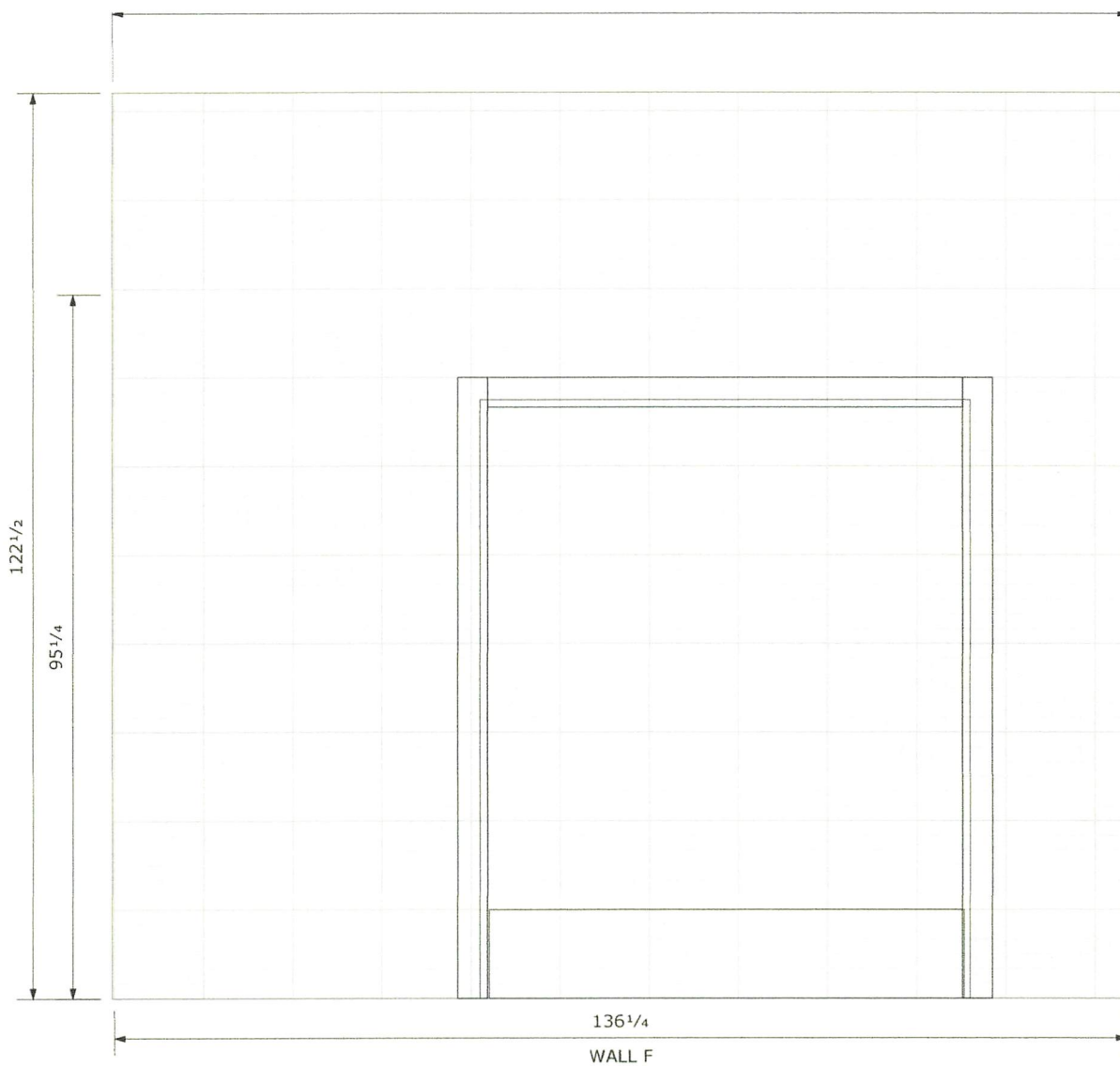
\$2080.00  
Quote

Printed: 05/21/23  
revision 308  
Page: 1 of 1





West Elevation



5555 - Carol\_kaeli - Design1 [White]

Front Elevation  
will have french doors



## **Exhibit “E”**

Notice of Public Hearing, published in The Reflector

### **Town of Yacolt Yacolt, Washington**

#### **Notice of Application and of Public Hearing: Conditional Use Permit 404 E Jones St., Parcel # 65085-000**

**HEARING DATE: MONDAY, January 8, 2024**

**HEARING TIME: 7:00 p.m.** (During Council Mtg.)

**HEARING LOCATION:** Yacolt Town Hall, 202 W Cushman St.

**SUBJECT:** The Town Council will hold a Public Hearing on the application of Kaeli Carroll for a Conditional Use Permit to allow the operation of a beauty salon in a single-family residential zone.

**NOTICE IS HEREBY GIVEN** that the Town of Yacolt has received an application for Development. Pursuant to YMC 18.95, the Town of Yacolt established a comment period on said application and scheduled a public hearing on the application and the proposed development.

1. Case File Name/Number: Carroll Conditional Use Permit
2. Date of Application: October 10, 2023
3. Date Application Deemed Technically Complete: November 7, 2023
4. Date of Notice of Complete Application: Not applicable.
5. Description of Proposed Project: The Application seeks a permit to use the 3<sup>rd</sup> bay of a residential garage as a beauty salon business at 404 E Jones St., Parcel #65085-000.
6. Project permits included with the Application: None.
7. Further studies requested by reviewing authorities: None.
8. Project permits not included with Application: Building permit application to be filed if conditional use permit is approved.
9. Existing environmental documents that evaluate the proposed project: None.
10. The public has the right to comment on the Application through testimony or written comments. The public has the right to receive notice of and to participate in any hearings; to request a copy of the decision once made; and to any appeal rights that may apply.
11. The deadline for submitting written comments is Thursday, January 4, 2024. Written comments received by the Town on or before Thursday, January 4, 2024 will be considered by the Town Council.
12. A staff report will be available for inspection by the public at no cost beginning Wednesday, December 20, 2023.
13. The deadline for submitting an appeal of the final decision on the substantive Application is 30 days following final decision on the Application.
14. Name and contact information for Applicant:  
Owner: Kaeli Carroll  
404 E Jones St.  
Yacolt, WA 98675
15. Description of site: The site is located at 404 E Jones Street, (East of the intersection between E. Jones Street and Hubbard Avenue). The property is zoned R1-12.5. The site is surrounded by detached

single-family homes. The Parcel is roughly 0.5 acres in size. The Parcel is improved with a single-family residence with an attached 3-car garage.

**16.** A map of the subject property and area is provided below.

**17.** Information about the Application may be examined by the public from Wednesday, Dec. 20, 2023 through Monday, Jan. 8, 2024 at Yacolt Town Hall, 202 W. Cushman, Yacolt, Washington, Mondays - Thursdays between the hours of 9:00 a.m. and 5:00 p.m., or by contacting the Town Clerk at 360-686-3922 or by email at [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com).

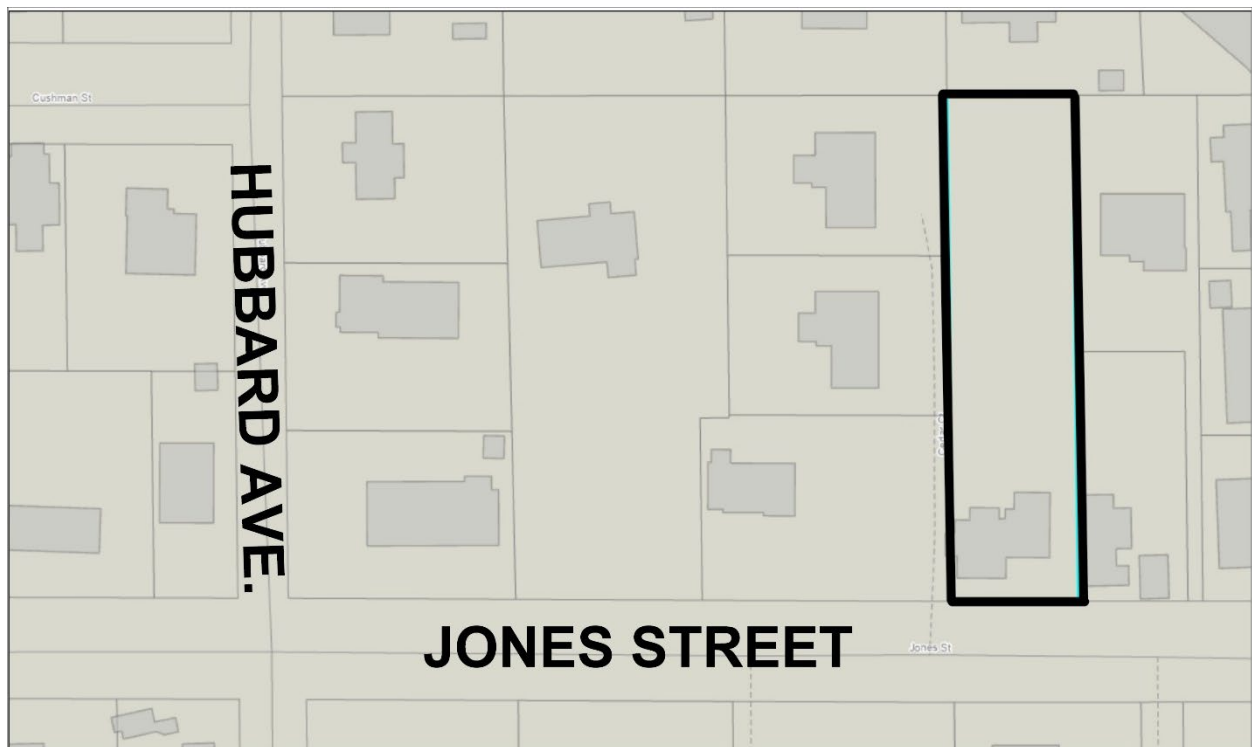
**18.** The authority for this review is described in YMC 18.25 (Single-Family Residential Districts) and YMC 18.40 (Conditional Use Permits). The public hearing will be conducted in accordance with rules of procedure adopted by the Yacolt Town Council. The final decision on the Application will be made by the Yacolt Town Council.

**19.** The meeting will be held in the Yacolt Town Hall's Council Chambers at 202 W. Cushman, Yacolt, WA 98675. Please contact the Town Clerk at [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com) for updates or further information.

**THE PUBLIC IS INVITED** to attend this public hearing. Dated this 20<sup>th</sup> day of December, 2023.

Katelyn J. Listek, Mayor

Stephanie Fields, Town Clerk



Published in The Reflector: December 20, 2023



## Town of Yacolt Agenda Request

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

**Name:** Brad Hazen

**Group Name:** Constituent Property Owner

**Address:** N/A

**Phone:** N/A

**Email Address:** b.hazen@hotmail.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Hazen Proposal for Development of Vacant Lot

**Proposed Meeting Date:** January 8, 2024

**Action Requested of Council:** Listen to the presentation by Mr. Hazen regarding the property he owns across E Yacolt Rd. from the Yacolt Library Express (Parcel #67100000)

**Proposed Motion:** None at this time; presentation of concept only

**Summary/ Background:** Brad Hazen brought the idea of developing an RV/tiny home park on the vacant lot described above back in 2017. The council was not in favor of it at that time. He is still interested in pursuing the idea, so he has submitted the attached documents just to see if council would entertain the idea at this point in time.

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

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

(360) 686-3922



To: Yacolt Town Council  
FROM: Brad Hazen  
DATE: 1/3/2024  
SUBJECT: Proposed RV and Tiny home park on 1.5 acres in Yacolt

I'm the owner of the 1.5 acres of bare land right across from the town library. This property has been in my family's name for decades. The current land use zoning is C-1 Neighborhood Commercial.

I have been thinking about what is a good use for this property, grocery store, gas station, bank, sports bar, etc. The issue is that all of this is already in Yacolt and all I would be doing is causing someone to lose their existing customers to what I would be doing, so I'm not in favor of that.

I think and have always thought a RV park for RV's and Tiny homes would be a good use for this property. It is a needed service that Yacolt could use. Everyone from the RV park would buy things from all the businesses in Yacolt, it would be a win/win for everyone. The RV park would be set up with nice landscaping around the park and it would be paved and have a nice lawn. I have a prelim design for the Septic system from McNair Septic that 20 R/V units will work on site. PUD Power and Public water are on site for use. This proposed RV and Tiny home park needs a Conditional use permit to go forward.

My Sister and I brought this to town council about 5 years ago and there was a lot of skepticism about the idea. A lot of change has happened in our economy since then and I want to bring this forward to town council again to see what they think. The R/V park would be a nice enhancement to the town of Yacolt.

What I do want to bring to town council attention is the prelim cost to bring this Condition Use permit to town council approval is between 5,000 to 10,000 dollars just to get a green light for the project. Town Council has the final word if the project is a go or not, that is why I'm bringing this to council tonight to see how they feel about the project to see if I can go forward with this project or not.

If you have any questions please email me at [b.hazen@hotmail.com](mailto:b.hazen@hotmail.com) or call me at 360-921-9484.

Thank you,

*Brad Hazen*



EXISTING 3' WIDE BRICK SIDEWALK

EXISTING 24' WIDE GARAGE ENTRANCE

EXISTING 4' WIDE CONCRETE SIDEWALK

P/L 303'

EXISTING 9' WIDE GRAVEL DRIVEWAY

MINIMUM 14' WIDE LANDSCAPE AREA

SEPTIC RESERVE SAND BED, 11' x 69'

SEPTIC SAND BED, 11' x 69'

SEPTIC SAND BED, 11' x 69'

EXISTING 9' WIDE GRAVEL DRIVEWAY

4' TOP PLANT TREE

SEPTIC SAND BED, 11' x 69'

SEPTIC SAND BED, 11' x 69'

MINIMUM 6' WIDE LANDSCAPE AREA

EAST TWIN FALLS ROAD

27.5' PAVEMENT WIDTH

SITE LOCATION



SCALE: 1" = 10'

PROPOSED TWIN FALLS RV PARK

YACOLT, WA

PARCEL NUMBER: 67100000  
1.5 ACRES

P/L 270'

10' LANDSCAPE AREA AND STORMWATER INFILTRATION FACILITY (WEST)

FUTURE STORAGE AREA  
2,441 SF

20' x 50' LIVING AREA

20' x 50' LIVING AREA

20' x 50' LIVING AREA

20' x 50' LIVING AREA

FUTURE STORAGE AREA  
2,137 SF

SEPTIC RESERVE SAND BED, 11' x 69'

EXISTING 5' WIDE CONCRETE SIDEWALK

16' LANDSCAPE AREA WITH 11' WIDE SEPTIC RESERVE AREA (SOUTH)

30' HALF WIDTH ROW

P/L 236'

EXISTING 5' WIDE CONCRETE SIDEWALK

POWER POLE

27.5' PAVEMENT WIDTH

50' ROW

EXISTING 17' WIDE CONCRETE DRIVEWAY ENTRANCE

EXISTING 20' WIDE CONCRETE DRIVEWAY ENTRANCE

SEPTIC TANKS AREA

SEPTIC RESERVE SAND BED, 11' x 69'

SEPTIC RESERVE SAND BED, 11' x 69'

SEPTIC RESERVE SAND BED, 11' x 69'

20' WIDE ACCESS DRIVEWAY  
(OVERLIES EXISTING SEWAGE LINE)

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

20' x 60' LIVING AREA

8

7

6

5

4

3

2

1

10' LANDSCAPE AREA AND STORMWATER INFILTRATION FACILITY (EAST)

POWER POLE

P/L 261'

EXISTING 9' WIDE GRAVEL DRIVEWAY

27.5' PAVEMENT WIDTH

60' ROW

27.5' PAVEMENT WIDTH

27.5' PAVEMENT WIDTH

27.5' PAVEMENT WIDTH

PO Box 183  
Brush Prairie, WA 98606



McNair Septic  
Design & Consulting

(360)907-1576  
info@mcnairseptic.com  
www.mcnairseptic.com

January 7, 2019

To: Whom it May Concern:  
Re: Twin Falls Tiny Homes Park  
N. Ankeny Ave  
Yacolt, WA 98675

We have completed some extensive pre-planning for the proposed park. Based on soils in the area we believe that a sand bed configuration shown in the site plan would meet the all of the requirements for the health department for this project. Usage for 20 spaces has been taken into consideration for the calculating of water and septic usage.

Let us know if you have any questions or concerns.

Thank you,

Cory S. McNair



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:**

**Address:** 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:** SAO Data Security Agreement

**Proposed Meeting Date:** January 8, 2024

**Action Requested of Council:** Approve the Mayor to sign the attached Agreement with the State Auditor's Office to use their updated secure file sharing program when we send records to them

**Proposed Motion:** "I move that the Mayor be authorized to sign the Data Security Agreement with the Washington State Auditor's Office."

**Summary/ Background:** Every three years, the State Auditor's Office (SAO) performs a Financial and/or Accountability Audit of the Town's records. Several months prior to their Audit, SAO usually requests reports detailing each and every transaction within the prior three years. They ask that those records be sent to them via a secure document sharing program. Due to tightening security in an attempt to eliminate security breaches and fraud, SAO has made a few minor changes and is asking the Town to approve a new Data Security Agreement, a copy of which is attached.

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

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



## INTERAGENCY DATA SHARING AGREEMENT

Between

Town of Yacolt

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Town of Yacolt hereinafter referred to as “Agency”, and the Office of the Washington State Auditor, hereinafter referred to as “SAO”, pursuant to the authority granted by Chapter 39.34 RCW, 42.40 RCW, 43.101 RCW and 43.09 RCW.

## Agency

Agency Name: Town of Yacolt  
 Contact Name: Stephanie Fields  
 Title: Clerk  
 Address: PO Box 160  
Yacolt, WA 98675  
 Phone: (360) 686-3922  
 E-mail: [clerk@townofyacolt.com](mailto:clerk@townofyacolt.com)

## SAO

Agency Name: Office of the Washington State Auditor  
 Contact Name: Lindsay Osborne  
 Title: Program Manager  
 Address: 9611 N.E 117<sup>th</sup> Avenue, Suite 2890  
Vancouver, WA 98662  
 Phone: (360) 260-6409  
 E-mail: [Lindsay.Osborne@sao.wa.gov](mailto:Lindsay.Osborne@sao.wa.gov)

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141, OCIO standard 141.10) in the handling of information considered confidential.

2. DEFINITIONS

“Agreement” means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

DSA Agreement between Agency and SAO  
 Agency DSA: 22-01

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems; d. List of individuals for commercial purposes.

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, agreements, or other compliance mandates; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

### 3. PERIOD OF AGREEMENT

This agreement shall begin on July 1, 2024, or date of execution, whichever is later, and end on June 30, 2027, unless terminated sooner or extended as provided herein.

DSA Agreement between Agency and SAO  
Agency DSA: 22-01

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored using data encryption with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.

- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

## 12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

## 13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the [Agency contact].

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

## 14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

## 15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.



16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of OCIO 141.10 and RCW 42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

Signature

Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Town of Yacolt Request for Council Action

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

**Name:** Clerk Fields

**Group Name:**

**Address:** 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:** Transportation Improvement Board Grant Consultant Agreement

**Proposed Meeting Date:** January 8, 2024

**Action Requested of Council:** Authorize Mayor Shealy to sign the attached Agreement for Jackson Civil Engineering to act as the Town's Engineering Consultant for the TIB grant the Town was awarded for the W Hoag Street improvements

**Proposed Motion:** "I move that Mayor Shealy signs the TIB Consultant Agreement for Jackson Civil Engineering to act as the Town's Engineering Consultant on the W Hoag Street Improvement Grant."

**Summary/ Background:** In 2023 the Town applied for and was awarded a grant from the Transportation Improvement Board for improvements on W Hoag St. The attached Consultant Agreement will authorize the Town use Jackson Civil Engineering to act as the Town's Engineering Consultant on this project, with the TIB to reimburse the Town for up to \$50,000.00 of those fees incurred.

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

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



# Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 6-W-951(001)-1	PROJECT PHASE <i>(check one)</i> <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION  W Hoag St Reconstruction	
CONSULTANT NAME & ADDRESS Jackson Civil Engineering, LLC      PO Box 1748 Battle Ground, WA 98604-4687	
<b>AGREEMENT TYPE <i>(check one)</i></b>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> LUMP SUM \$ _____  <input type="checkbox"/> COST PLUS FIXED FEE           </div> <div style="width: 50%;">             OVERHEAD PROGRESS PAYMENT RATE _____ %              OVERHEAD COST METHOD  <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Actual Cost               <input type="checkbox"/> Actual Cost Not To Exceed _____ %             </div> <input type="checkbox"/> Fixed Rate _____ %              FIXED FEE \$ _____           </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> SPECIFIC RATES OF PAY   <input type="checkbox"/> COST PER UNIT WORK           </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Negotiated Hourly Rate  <input type="checkbox"/> Provisional Hourly Rate           </div> </div>	
DBE PARTICIPATION <input type="checkbox"/> Yes <input type="checkbox"/> No    _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input type="checkbox"/> No    _____ %
COMPLETION DATE December 31, 2024	MAXIMUM AMOUNT PAYABLE \$50,000

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the City/County of \_\_\_\_\_, 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 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**

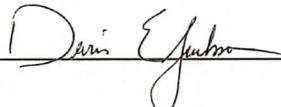
This document and referenced attachments contains all covenants, stipulations and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set 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.

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

By



By

\_\_\_\_\_

Consultant

Jackson Civil Engineering, LLC

City/County of

\_\_\_\_\_





## EXHIBIT A Certification of Consultant

Project No. 6-W-951(001)-1	City/County 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 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):

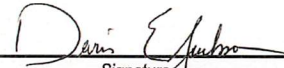
I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

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.

**JACKSON CIVIL**

Digitally signed by Devin  
Jackson  
Date: 2024.01.02 17:02:18  
-08'00'

Date

  
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. 6-W-951(001)-1
<p>Describe the Scope of Work</p> <p>The proposed project is to reconstruct W Hoag between Railroad Ave and Parcel Street. The proposed improvement method includes removal of existing asphalt and replacement with a 3-inch section. Additionally, sections of existing sidewalk along the north edge of the road that do not meet ADA standards will be removed and replaced as a part of this project.</p> <p>Devin Jackson will be the town'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> <p><b>Project Management</b> – JCE shall provide the following services:</p> <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> <p><b>Project funding</b> – JCE shall provide the following services:</p> <p>Coordination of consultant work, as authorized by the Town, with TIB as well as assisting the city in preparing reimbursement requests, Updated Cost Estimates (UCE), and other required paperwork.</p> <p><b>Agency/Community Coordination</b>–JCE believe in absolute transparency and as such shall provide the following services:</p> <ol style="list-style-type: none"><li>1) Participate in two project meetings with Town staff to review project scope, schedule, budget, deliverables, and any concerns.</li><li>2) Attend one public open house if requested by Town staff, time and location to be arranged by Town staff.</li></ol> <p><b>Topographic Survey</b>– 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"><li>2) Topographic field work performed by JCE.</li></ol>
Documents to be Furnished by the Consultant



Project No.  
6-W-951(001)-1

**Preliminary Design** – 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:

- 1) Develop preliminary plan sheets and exhibits for use in public meeting, staff meeting, incorporating data collected during the topographic survey for evaluation and comment.
- 2) Develop a signing and striping plan.
- 3) Prepare specifications in Town-approved format and referencing current WSDOT Standard Specifications. Also, to be included: proposal, contract, bonds, and insurance documents/requirements and related documentation.
- 4) 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.
- 5) Assumed Categorical Exemption for SEPA.

**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 engineers cost estimates that reflect all prior review comments, for Town 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 Town and TIB and solicit authorization to bid the project from both the Town and TIB.
- 3) Prepare and assist Town in submitting Department of Ecology-required Construction Stormwater Erosivity Waiver as necessary.

Documents to be Furnished by the Consultant



Project No.  
6-W-951(001)-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, Town, 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 Town 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.

**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 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 1/2/2024
Project  W Hoag Street Reconstruction					
<b>Direct Salary Cost (DSC)</b>					
<b>Classification</b>	<b>Man Hours</b>		<b>Rate</b>		<b>Cost</b>
Principal	109	x	\$230.00	=	\$25,070
Senior Civil Engineer	23	x	\$175.00	=	\$4,025
Civil Engineer	112	x	\$135.00	=	\$15,120
Project Admin	40	x	\$95.00	=	\$3,800
		x		=	
		x		=	
		x		=	
		x		=	
<b>TOTAL DSC</b>					<b>\$</b>
<b>OVERHEAD (OH Cost including Salary Additives)</b>					
OH Rate x DSC or ____ % x \$ _____					<b>\$</b>
<b>FIXED FEE (FF)</b>					
FF Rate x DSC or ____ % x \$ _____					<b>\$</b>
<b>REIMBURSABLES</b>					
					<b>\$1,985.00</b>
<b>SUBCONSULTANT COST (See Exhibit G)</b>					
<b>GRAND TOTAL</b>					<b>\$50,000.00</b>





## 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

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Rotate Finance Committee

**Proposed Meeting Date:** January 8, 2024

**Action Requested of Council:** Replace Kandi Peto with a new appointee to the Finance Committee

**Proposed Motion:** "I move we appoint \_\_\_\_\_ to serve on the Finance Committee of the Town of Yacolt for the next 6-month term, ending in July, 2024."

**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. Council Member Peto has served on the Committee since July of this year, so it is time for her to rotate off. Council Members currently available for this position are Joe Wisniewski (Position #1), Ronald Homola (Position #4), and Marina Viray (Position #5).

**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:** Mayor Shealy

**Group Name:** Staff

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

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

Yacolt, WA 98675

**Email Address:** mayorlistek@townofyacolt.com

**Alt. Phone:**

### ITEM INFORMATION:

**Item Title:** Rotate Mayor Pro Tempore

**Proposed Meeting Date:** January 8, 2024

**Action Requested of Council:** Replace Marina Viray with a new Mayor Pro Tem

**Proposed Motion:** "I move we appoint \_\_\_\_\_ as Mayor Pro Tem of the Town of Yacolt for the next 6-month term, ending in July, 2024."

**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. Marina Viray has served as Mayor Pro Tem for the past 6 months, so it is time for her to rotate out of the position. Council Members currently available for this position are Joe Wisniewski (Position #1), Kandi Peto (position #2) and Ronald Homola (Position #4), unless they are first appointed to the Finance Committee.

**Staff Contact(s):** Mayor Ian Shealy

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

(360) 686-3922