



Town of Yacolt
Council Special Meeting Agenda
Thursday, November 20, 2025
6:00 PM
Town Hall

Call to Order

Flag Salute

Roll Call

Unfinished Business

- [1.](#) Nuisance Code Update and Enforcement
- [2.](#) Elevator Maintenance and Repairs Contract

Executive Session

Adjourn



Town of Yacolt Agenda Request

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

Name: Clerk Fields

Group Name: Staff

Address: 202 W Cushman St
Yacolt, WA 98675

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Workshop re: Code Enforcement, Nuisance Code Updates

Proposed Meeting Date: November 20, 2025

Action Requested of Council: Review and discuss the Town's Nuisance Code and Code Enforcement policies in an effort to update them.

Proposed Motion: None; discussion only

Summary/ Background: Yacolt's Town Council has expressed its wish to update the Town's Nuisance Code and Code Enforcement in General. They feel that the Code, its prescribed process, and its fines are not clear nor strict enough to deter violations. Attorney Brian Gerst shared some thoughts and suggestions at the November 10th Council meeting, and Council decided it wanted to have a workshop dedicated to focusing just on this subject. This special meeting was scheduled mainly for that discussion. Attached are documents which were included in the Nov. 10th Council Meeting Packet.

Staff Contact(s): Clerk Fields
clerk@townofyacolt.com
(360) 686-3922

MEMORANDUM

To: Town of Yacolt

From: Gerst Law, PLLC, Brian K. Gerst

Date: November 10, 2025

Regarding: Code Enforcement – Nuisance – YMC 8.05

Issue

The Town of Yacolt desires to update and otherwise revise its existing nuisance code (YMC 8.05) such that it serves as a greater deterrent to would be violators and provides for stricter enforcement, recovery of actual costs incurred by the town, recovery of attorney's fees, and that monetary fines are imposed and ultimately recovered. What are the guardrails and limitations the town should consider when updating its existing nuisance code?

Executive Summary

Here is a short list of ideas on how to improve Yacolt's Nuisance Code.

- Increase Daily Penalty? Currently at \$25/day.
- Collection costs and fees start immediately.
- No Automatic hearing. Appeal must be an affirmative request initiated by the Owner/Responsible Person.
- Consider specific penalties for specific violations in addition to or in place of daily fines.

Rules/Laws

Authority: Towns have specific authority granted by the state legislature to regulate nuisances. For towns, this power is granted by RCW 35.27.410.

- RCW 35.27.410 Nuisances. Every act or thing done or being within the limits of a town, which is declared by law or by ordinance to be a nuisance shall be a nuisance and shall be so considered in all actions and proceedings. All remedies given by law for the prevention and abatement of nuisances shall apply thereto.
- Washington State Constitution, Article XI, Section 11. Any county, city, town or township may make and enforce within its limits all such local police, sanitary and other regulations as are not in conflict with general laws.

- RCW 35.21.955. A city or town exercising its authority to abate a nuisance which threatens health or safety must give notice that abatement is pending and a special assessment may be levied on the property. The special assessment authorized by this section constitutes a lien against the property.

Guardrails/Limitations: In Washington, a town's authority to draft and enforce nuisance ordinances is limited by the United State Constitution, Washington State Constitution, state law and is constrained by principles of reasonableness and due process.

- “Not in conflict with general laws”. Article XI, Section 11 of the Washington State Constitution grants cities and towns local police powers, as long as their ordinances are not in conflict with state law. An ordinance is considered in conflict if it permits what state law forbids or prohibits what state law allows.
- Reasonableness and balancing of rights. Courts apply a “reasonableness” test when evaluating a nuisance ordinance. A nuisance case often involves balancing the rights of property owners with the public's right to “comfort, health and repose”. A municipal code may regulate activities that are perfectly legal on their own but become a nuisance through their frequency or intensity, like chronic, loud disturbances.
- Constitutional due process. A municipality must provide due process before abating a nuisance. This typically includes:

Notice: Giving the property owner sufficient prior notice that a nuisance is pending.

Opportunity to be heard: Offering the owner a chance to appeal the town's decision, often to a hearing examiner, municipal court or superior court.

- Avoiding vagueness. To survive a legal challenge, a nuisance ordinance must be clearly defined to provide fair warning of what conduct is prohibited. Ordinances that are too vague, subjective, or lack clear standards for enforcement can be struck down.
- Must have public health, safety or welfare component. Washington court cases, such as *Lenci v. City of Seattle* (1964), *Polygon Corp. v. City of Seattle* (1978), and *Duckworth v. City of Bonney Lake* (1978), indicate that municipal regulations may be based in part on aesthetic considerations. However, these cases suggest that there must also be public health, safety, or welfare issues present in order to justify a municipal regulation under the police power.
- Many local governments simply do not have adequate funding to make code enforcement a priority. In response to an equal protection argument (i.e., that the municipality is enforcing the rule against one, but not all), the courts have recognized that governments generally do not have sufficient resources to hire staff to seek out violations of all regulations. It is common practice for cities and towns to enforce nuisance ordinances on a complaint-only basis. See, *City of Cheney v. Bogle* (2008).

Analysis

Current Code Language - YMC 8.05

To analyze these issues correctly, we must first understand what we have. YMC 8.05 is attached hereto at Exhibit “A”. I encourage everyone to read it again and take notes and mark it up as you see fit for use in a workshop discussion regarding prospective changes to the current code. The current nuisance code was enacted in 1999.

I have also prepared and attached at Exhibit “B” a document titled “Handling a Suspected Nuisance Under YMC 8.05” in part because the nuisance code as written is not very user friendly nor is it clear on exactly what needs to be done at any given stage in the process. This document was prepared to show the workflow for the applicable town official and how to navigate the code or otherwise administer and resolve nuisance violations as the code is currently written.

Attached hereto at Exhibit “C” is a list of remedies potentially available to the town. This may become instructive to the town as we analyze this code enforcement update project.

Like most towns and small cities in Washington, Yacolt’s code provisions dealing with nuisances are set up to encourage voluntary compliance. After an initial assessment of the situation, the applicable town official will give preliminary notice (verbal or written) of the perceived violation and request immediate correction, and if the matter is resolved quickly, no further action is taken by the town. If the owner does not quickly resolve the matter, the applicable town official will either seek to enter into a voluntary correction agreement with the owner or they will issue a notice of civil violation. If the voluntary correction agreement is followed, then the matter can be closed at no cost to the owner. If the voluntary correction agreement is not followed (or is bypassed entirely because of an exception), the town can then follow the notice of civil violation procedures, set the appeal hearing, etc. If this is an emergency situation, summary abatement is allowed. The nuisance code is quite lenient with respect to the imposition of monetary fines or costs incurred by the town during the pendency of a violation. While the current code does allow for the recovery of costs and attorney’s fees, the code simultaneously allows the violator to avoid all financial liability for the violation if they fix the problem 48 hours prior to the hearing. As currently written, the town is responsible for setting the appeal hearing for a hearing examiner to deliberate on the matter and render a decision, rather than making the owner who is in violation appeal the town’s decision that a violation has occurred. The losing party can appeal to Superior Court, but must do so within 10 days of the hearing examiner’s decision.

For the most part, the substantive language and procedures set forth in the nuisance code are adequate in my opinion, but like anything, there is room for improvement. Here is a short list of “issues” I have spotted that the town might want to review and consider whether to retain or revise. I encourage all interested parties to create your own list or add to this one.

1. The definition of nuisance is quite broad to include “a violation of any town of Yacolt development, land use, or public health ordinance”. Do we like this approach? From my review I note that some jurisdictions define all code violations as nuisances. Others select

certain code section violations as nuisances to be enforced under a general code enforcement provision.

2. YMC 8.05.040(B)(3) seems to give the violator 10 days before the town can issue a notice of civil violation. Is that how we want to say this? Maybe this is appropriate for simple/low level violations that are likely to resolve themselves quickly and without the need to even obtain a voluntary correction agreement.
3. YMC 8.05.040(C)(5) does not include attorney fees and clerk's costs. The addition of language throughout the code that would provide for the recovery of attorney fees and actual costs incurred by the town may be something the town considers. Currently, we can only recover attorney fees and clerk's costs when the town abates the nuisance. See, YMC 8.05.070(D).
4. YMC 8.05.050(B)(5) requires the town to schedule and give notice of a hearing date 30-60 days out for a determination on whether a nuisance exists under our current code. As written, this procedure adequately protects the owner's due process rights with notice and opportunity to be heard. Some towns take a different approach. In many jurisdictions, the notice of civil violation declares the condition a nuisance and if the owner disagrees with that determination, they must file an appeal within 14 days of receiving the Notice of Violation. It is the owner's responsibility to appeal the town's determination of nuisance. See, *Ilwaco Municipal Code 11.12.020*.
5. Per YMC 8.05.050(B)(6) fees/costs shall be waived if they correct the violation 48 hours before hearing. Waiving the fees/costs is mandatory per the code so that may be an area of concern and runs contrary to the current mission because by that time, the town has already spent time and money addressing the nuisance violation and has undoubtedly incurred legal fees.
6. Daily fee for violation set forth in YMC 8.05.050(E) is arguably too low at \$25/day.
7. YMC 8.05.050(G)(2) is vague in that it does not spell out precisely how the town attorney can/should collect the monetary penalties. Perhaps it should be explicit authorizing a lawsuit for unpaid fines and/or it could state that the town may certify the monetary penalties to the county treasurer for collection with property taxes. If the town prevails in superior court litigation, a money judgment would be granted. A judgment creditor can garnish wages, garnish bank accounts and record the judgment with the county auditor which will serve as a lien against the real property. However, keep in mind that litigation is not one sided. I would expect an owner to assert whatever defense/grievance they have at that time, even if untimely and it would the town attorney fees to defend against such claims.
8. Currently, when we have a dispute, we have to find someone to serve as a hearing examiner. Does the town want to consider entering into an interlocal agreement with Battle Ground to use their municipal court for adjudication of these matters? Alternatively, we could locate and hire a qualified citizen to do the job... or leave it as is? Having someone already hired and ready to do the work would be ideal.

9. YMC 8.05.060(D) could be clarified. It's unclear how the owner presents their case. Does the town and hearings examiner get to see argument/evidence before the hearing or do we all go into that hearing blind? Maybe it's fine as written.
10. Under the summary abatement section, YMC 8.05.070(B), the owner is prohibited from suing the town and in exchange, the town is not legally entitled to recovery any costs incurred for the summary abatement prior to the time that actual notice of a civil violation was issued. Is this what the town wants? Practice Tip: Issue a notice of civil violation on most every case to ensure ability to recover costs/fees.
11. Need/Want to be able to lien property as an effective recovery tool and/or deterrent if legally permissible but the statutes I have reviewed thus far seem to limit a municipalities lien rights to those situations where the town actually does the abatement work. It would be nice to be able lien the property for unpaid fines even if the town doesn't do the abatement work. This needs further investigation.
12. Do the costs incurred by the town and its attorney for their collective administrative efforts to enforce compliance with the code fall under the definition of "abatement". Should we broaden our definition of "abatement"? What all is included in "abatement costs" because if it includes all reasonable efforts by the applicable town official and town attorney, then the Town may want to reference RCW 35.21.955(2) and (3) in its code when we are mentioning cost recovery and lien rights. If that's the case, the town can file a lien with the auditor if fees and costs are not voluntarily paid by the owner, even if the owner removes the nuisance on their own after notice of civil violation.
13. It would be nice if the Town could do the majority of their work without the need for attorney involvement/oversight/expense, but the reality is that some of these violations will require litigation. Discuss.
14. In my review of other jurisdictions, I have seen more substantive "Right of Entry" language such that the applicable town official and the town has immunity or a limitation on liability for entering onto the violator's property and for abatement work. Alternatively, the town is entitled to file a "Warrant of Abatement" lawsuit in superior court instead of trying to take on that work and adjudicate the issue locally.
15. What else? You may notice some language that is vague, incomplete or unclear or even confusing and we want to discuss those and attempt to clarify language.

Conclusion/Need Guidance from Town

The Town of Yacolt is well within its right to update and strengthen its existing nuisance code to serve as a greater deterrent and to provide for stricter enforcement and less leniency to folks who violate the municipal code. When revising the code, it is imperative that the town balance its desire to be tough on violators with the rights of its citizens, to provide constitutionally protected due process with notice and opportunity to be heard, for reasonableness in both substance and procedure and to avoid vague or unclear language that is subject to interpretation or arbitrary enforcement.

The town may want to plan for a workshop to flesh out areas where the current code can be improved to accomplish the town's goals instead of, for example, simply adopting another jurisdiction's general enforcement code, but that decision is up to the town.

Having a robust code with language the town feels deters bad behavior is only one component of the overall enforcement scheme. The town must simultaneously have the budget and staffing necessary to prioritize and implement code enforcement and be willing to escalate unresolved code violations to Clark County Superior Court. Some violators will not respond to warnings, requests for voluntary compliance, notices of civil violations or even administrative hearings and in those instances, the town can either look the other way or pursue all legal remedies in Court. Unfortunately, litigation is expensive, unpredictable and time consuming and so in the event the town increases its enforcement efforts, the town should expect commensurate resistance and an increased use of staff time and exposure to attorney fees. What does the town want its code enforcement to look like? What features does the town want the code to have? Are we going to be lenient? If so, how lenient. If we are going to be tough, how tough?

When comparing other municipalities code provisions to that of Yacolt, I'm finding that sometimes it's like comparing apples to oranges. For example, La Center's code and procedures are keyed to presenting unresolved violations to their municipal court. Yacolt has no municipal court and so looking to La Center is not entirely helpful. Similarly, many towns have a police force to assist in enforcement and resolution of nuisance claims and their code reflects this reality so using their code as a guide is not really helpful either.

I wanted to end this memo with a portion of a quote from my research that I feel is compelling:

Nuisance abatement is a human problem. It is the people who create the nuisance that are the problem, not the nuisance itself. The town needs to keep in mind that the persons creating a nuisance may have mental problems and some have little money. When the method of abatement is chosen, the circumstance of the person creating the nuisance should be taken into consideration. Humane treatment is a moral imperative. Other government agencies may be of assistance. People are all individuals and remedies must be tailored to the individual. Experience and judgment are the only guides. People can be stubborn. Sane, but stubborn people are often quite receptive to a citation. The reality of fine and attorney fees are a wakeup call. Complicated people seem better dealt with in Superior Court.

Town of Yacolt, WA
Friday, October 31, 2025

Title 8. Health and Safety

Chapter 8.05. NUISANCES

[1] Prior legislation: Ords. 15, 48, 61, 301 and 322.

§ 8.05.010. Purpose.

The purpose of this chapter is to establish an efficient system to enforce the development, land use, and public health regulations of the town, to provide an opportunity for a prompt hearing and decision on alleged violations of these regulations, and to establish penalties for violations, including abatement of any affected properties.

(Ord. 390 § 1, 1999)

§ 8.05.020. Declaration of nuisance.

All violations of development, land use, and public health ordinances are found and declared to be detrimental to the public health, safety, and welfare and further found and declared to be nuisances. Nuisances create public harm. Prevention and correction of nuisances are necessary to prevent public harm.

(Ord. 390 § 2, 1999)

§ 8.05.030. Definitions.

As used in this chapter, unless a different meaning is plainly required:

"Abate"

means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a civil violation by such means, in such a manner, and to such an extent as the applicable town official determines is necessary in the interest of the general health, safety, and welfare of the community.

"Act"

means doing or performing something.

"Applicable town official"

means the town public works director or his designee, including any department director or other designee, empowered by ordinance or by the mayor to enforce a town ordinance or regulation.

"Civil violation"

means a violation for which a monetary penalty may be imposed as specified in this chapter. Each day in which a violation occurs or exists is a separate violation.

"Development"

means the erection, alteration, enlargement, demolition, maintenance, or use of any structure or the alteration or use of land above, at or below ground, or water level, and all acts authorized by a town regulation.

"Emergency"

means a situation, which in the opinion of the applicable town official requires immediate action to prevent or eliminate an immediate threat to the health or safety of persons or property.

"Nuisance"

(also referred to herein as "violation" or "nuisance violation") means:

1. A violation of any town of Yacolt development, land use, or public health ordinance;
2. Doing an act, omitting to perform any act or duty, or permitting or allowing any act or omission which annoys, injures, or endangers the comfort, repose, health, or safety of others, is unreasonably offensive to the senses, or which obstructs or interferes with the free use of property so as to interfere with or disrupt the use of that property by any lawful owner or occupant; or
3. The existence, without limitation, of any of the following conditions:
 - a. **Trash Covered Premises.** Any premises containing trash or abandoned materials, except that kept in garbage cans or containers maintained for regular collection;
 - b. **Dangerous Structures.** Any dangerous, decaying, unkempt, falling, or damaged dwelling, fence, or other structure;
 - c. **Potential Vermin Habitat or Fire Hazard.** Any accumulation of material on a property including, but not limited to, animal matter, ashes, bottles, boxes, broken stone, building materials which are not properly stored or neatly piled, cans, cement, crates, empty barrels, dead animals or animal waste, glass, litter, mattresses or bedding, old appliances or equipment or any parts thereof, furniture, iron or other scrap metal, packing cases, packing material, plaster, plastic, rags, wire, yard waste or debris, or other objects which endanger property or public safety, or constitute a fire hazard or vermin habitat; provided, that nothing herein shall prevent the temporary (less than 45 days) retention of waste in covered receptacles of a nondisposable, durable nature;
 - d. **Junk Vehicles.** Any wrecked, inoperable, abandoned, or disassembled trailer, house trailer, boat, tractor, automobile or other vehicle, or any parts thereof. A junk vehicle includes apparently inoperable, immobile, disassembled, or extensively damaged vehicles. Evidence of inoperability and damage includes, but is not limited to, a buildup of debris that obstructs use, a broken window or windshield, a missing wheel, a flat tire, a nonfunctional motor or transmission, missing bumpers, or missing license plates; however, nothing herein shall prevent the keeping or storage of any vehicle on private property which is screened from view except that the on-site sewage area and the reserve area must be protected from compaction by vehicular traffic;
 - e. **Attractive Nuisances.** Any attractive nuisance which may prove detrimental to children whether in or on a building, on the premises of a building, or upon an unoccupied lot, which is left in any place exposed or accessible to children. This includes unused or abandoned refrigerators, freezers, or other large appliances or equipment or any parts thereof, abandoned motor vehicles, any structurally unsound or unsafe fence or edifice; any unsecured or abandoned

excavation, pit, well, cistern, storage tank, or shaft; and any lumber, trash, debris, or vegetation which may prove a hazard for children;

- f. **Obstructions to the Public Right-of-Way.** Use of property abutting a public street or sidewalk or use of a public street or sidewalk which causes any obstruction to traffic or to open access to the streets or sidewalks; provided, that this subsection shall not apply to events, parades, or the use of the streets or public rights-of-way when authorized by the town. This section includes the existence of drainage onto or over any sidewalk, street, or public right-of-way, and the existence of any debris or plant growth on sidewalks adjacent to any property;
- g. **Vegetation.** Any noxious or toxic weed or uncultivated plant, weeds, or tall grass which may be a fire hazard, or any tree which is in danger of falling and creates a substantial risk of damage or injury;
- h. **Illegal Dumping.** Dumping of any type by any person on public or private property not registered as a legal dump site; and
- i. **Dumping in Waterways.** Dumping, depositing, placing or leaving of any garbage, ashes, debris, gravel, earth, rock, stone, or other material upon the banks, channels, beds or bars of any navigable water, or the felling of any tree or trees, so that the same shall in whole or in part project within the high water bank of any navigable watercourse, or the casting, placing, depositing or leaving of any logs, roots, snags, stumps or brush upon the banks or in the bed or channel of any navigable watercourse.

"Omission"

means a failure to act.

"Person"

means any individual, firm, association, partnership, corporation, or any entity, public or private.

"Person responsible for the violation"

means any person who has an interest in or resides on the property, whether as owner, tenant, occupant, or otherwise.

"Property owner"

means that person or persons who is the legal owner according to the records of Clark County, Washington, of the real property upon or within which the violation has occurred or is occurring.

"Repeat violation"

means a violation of the same regulation in any location by the same person, for which voluntary compliance previously has been sought or a notice of civil violation has been issued, within the immediately preceding 12-consecutive-month period.

(Ord. 390 § 3, 1999)

§ 8.05.040. Voluntary correction.

- A. **Applicability.** This section applies whenever the applicable town official determines that a nuisance has occurred or is occurring.
- B. **General.** The applicable town official shall attempt to secure voluntary correction by contacting the person responsible for the nuisance, as provided below, and explaining the violation and requesting

Exhibit "A"
Page 3 of 9

correction.

1. Contact shall occur either:
 - a. In person or by telephone; or
 - b. By certified or registered mail, return receipt requested, and by first class mail.
2. The applicable town official shall keep a record of his/her attempts to contact the person responsible for the violation.
3. The applicable town official shall not be required to make more than five attempts in a 10-calendar-day period to contact the person responsible for the violation before issuing a notice of civil violation under YMC § 8.05.050.

C. Issuance of Voluntary Correction Agreement. A voluntary correction agreement may be entered into between the person responsible for the violation and the town acting through the applicable town official.

1. Content. The voluntary correction agreement is a contract between the town and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to the specified conditions. The voluntary correction agreement shall include the following:
 - a. The name and address of the person responsible for the violation and the name and address of the property owner; and
 - b. The street address or other description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
 - c. A description of the violation and a reference to the regulation which has been violated; and
 - d. The necessary corrective action to be taken, and a date or time by which correction must be completed; and
 - e. An agreement by the person responsible for the violation that the town may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and
 - f. An agreement by the person responsible for the violation that the town may abate the violation and recover its costs and expenses (including attorney fees, expert witness fees, and court costs) and/or a monetary penalty pursuant to this chapter from the person responsible for the violation if the terms of the voluntary correction agreement are not satisfied; and
 - g. An agreement that by entering into the voluntary correction agreement, the person responsible for the violation waives the right to a hearing before the hearing examiner under this chapter, regarding the matter of the violation and/or the required corrective action.
2. Right to a Hearing Waived. Upon entering into a voluntary correction agreement, the person responsible for the violation shall have no right to a hearing before the hearing examiner under this chapter, regarding the matter of the violation and/or the required corrective action.
3. Extension and Modification. An extension of the time limit for correction or a modification of the required corrective action may be granted by the applicable town official if the person responsible for the violation has shown due diligence and/or substantial progress in correcting the violation, but unforeseen circumstances delay correction under the original conditions.

4. **Abatement by the Town.** The town may abate the violation in accordance with this chapter if the terms of the voluntary correction agreement are not met.
5. **Collection of Costs.** If the terms of the voluntary correction agreement are not met the person responsible for the violation shall be assessed a monetary penalty commencing on the date set for correction and thereafter, in accordance with YMC § 8.05.050, plus all costs and expenses of abatement, as set forth in YMC § 8.05.060.
6. **Notice to Property Owner.** A copy of the voluntary correction agreement shall be mailed by certified mail, return receipt requested, to the property owner if he/she is not the person responsible for the violation or is not a resident of the property.
7. **Interpretation by Town Council.** Any disputes between the person responsible for the violation and the applicable town official about the interpretation of the voluntary correction agreement shall be presented to the town council at a regularly scheduled town council meeting and resolved by the town council. The person responsible for the violation agrees to be bound by the determination of town council.

(Ord. 390 § 4, 1999)

§ 8.05.050. Notice of civil violation.

A. Issuance.

1. When the applicable town official determines that a violation has occurred or is occurring, and is unable to secure voluntary correction, pursuant to YMC § 8.05.040, the applicable town official may issue a notice of civil violation to the person responsible for the violation and the property owner.
2. The applicable town official may issue a notice of civil violation without having attempted to secure voluntary correction as provided in YMC § 8.05.040 under the following circumstances:
 - a. When an emergency exists; or
 - b. When a repeat violation occurs; or
 - c. When the violation creates a situation or condition which cannot be corrected; or
 - d. When the person responsible for the violation and the property owner knows or reasonably should have known that the action is in violation of a town ordinance; or
 - e. The person responsible for the violation and the property owner cannot be contacted, as provided in YMC § 8.05.040, or refuses to communicate or cooperate with the town in correcting the violation.

B. Content. The notice of civil violation shall include the following:

1. The name and address of the person responsible for the violation and the name and address of the property owner; and
2. The street address or description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
3. A description of the violation and a reference to the provision(s) of the town ordinance which has been violated; and

4. The required corrective action and a date and time by which the correction must be completed after which the town may abate the unlawful condition in accordance with YMC § 8.05.070; and
 5. The date, time and location of an appeal hearing before the hearing examiner which will be at least 30 calendar days but no more than 60 calendar days from the date the notice of civil violation is issued, unless such date is continued by the hearing examiner for good cause shown; and
 6. A statement indicating that the hearing will be canceled and no monetary penalty will be assessed, other than the court filing fee, if the applicable town official approves the completed, required corrective action prior to the hearing; and
 7. A statement that the costs and expenses of abatement incurred by the town pursuant to YMC § 8.05.070, and a monetary penalty in an amount per day for each violation as specified in this section, may be assessed against the person(s) to whom the notice of civil violation is directed as specified and ordered by the hearing examiner; and
 8. A statement that the costs of removing any trees, plants, shrubs, grasses, weeds, or vegetation shall become a charge against the owner of the property and the person responsible for the violation and a lien against the property pursuant to RCW 35.21.310 as currently enacted or hereafter amended; and
 9. A statement that the property owner and the person responsible for violation could be held jointly and severally liable for any costs and expenses and any monetary penalty.
- C. **Service of Notice.** The applicable town official shall serve the notice of civil violation upon the person responsible for the violation and the property owner, either personally or by mailing a copy of the notice of civil violation by certified or registered mail, return receipt requested, to such person at their last known address. If the person responsible for the violation and/or the property owner cannot be personally served within Clark County and if an address for mailed service cannot be ascertained, notice shall be served by posting a copy of the notice of civil violation conspicuously on the affected property or structure and by publishing the notice one time in a newspaper which publishes legal notice in Clark County, Washington. If the property owner is the same person as the person responsible for the violation, only one copy of the notice need be given. Proof of service shall be made by a written declaration under penalty of perjury executed by the person effecting the service, declaring the time and date of service, the manner by which the service was made, and, if by posting, the facts showing the attempts to serve the person(s) personally or by mail.
- D. **Extension.** Extensions of the time specified in the notice of civil violation for correction of the violation may be granted at the discretion of the applicable town official or by order of the hearing examiner.
- E. **Monetary Penalty.** The monetary penalty for each violation per day or portion thereof shall be \$25.00.
- F. **Continued Duty to Correct.** Payment of a monetary penalty pursuant to this chapter does not relieve the person(s) to whom the notice of civil violation was issued of the duty to correct the violation.
- G. **Collection of Monetary Penalty.**
1. The monetary penalty constitutes a personal obligation of the person(s) to whom the notice of civil violation is directed. Any monetary penalty assessed must be paid to the town within 10 calendar days from the date of mailing of the hearing examiner's decision or a notice from the town that penalties are due.
 2. The town attorney is authorized to take appropriate action to collect the monetary penalty.

(Ord. 390 § 5, 1999)

§ 8.05.060. Hearing before the hearing examiner.

- A. **Notice.** The person(s) to whom a notice of civil violation is issued will be scheduled to appear before the hearing examiner at least 30 calendar days but no more than 60 calendar days from the date the notice of civil violation is issued.
- B. **Hearing Examiner.** One or more hearing examiners shall be appointed by the town council to hear cases brought under this chapter. The hearing examiner may be a town employee but shall not be an employee of the public works department or the town attorney's office.
- C. **Prior Correction of Violation.** Except in the case of a repeat violation or a violation which creates a situation or condition which cannot be corrected, the hearing will be canceled and no monetary penalty will be assessed if the applicable town official approves the completed required corrective action at least 48 hours prior to the scheduled hearing.
- D. **Procedure.** The hearing examiner shall conduct a hearing on the civil violation. The applicable town official and the person(s) to whom the notice of civil violation was directed may participate as parties in the hearing and each party may call witnesses. The town shall have the burden of proof to demonstrate by a preponderance of the evidence that a violation has occurred and that the required corrective action, if applicable, is reasonable. The determination of the applicable town official as to the need for the required corrective action shall be accorded substantial weight by the hearing examiner in determining the reasonableness of the required corrective action. Formal rules of evidence need not be followed, but all witnesses shall be sworn by the hearings officer.
- E. **Decision of the Hearing Examiner.**
 - 1. The hearing examiner shall determine whether the town has established by a preponderance of the evidence that a violation has occurred and that the required correction is reasonable and shall affirm, vacate, or modify the town's decisions regarding the alleged violation and/or the required corrective action.
 - 2. The hearing examiner shall issue a written order to the person responsible for the violation and the property owner which contains the following information:
 - a. The decision regarding the alleged violation including findings of fact and conclusions based thereon in support of the decision;
 - b. The required corrective action;
 - c. The date and time by which the correction must be completed;
 - d. The monetary penalties assessed based on the criteria in YMC § 8.05.050;
 - e. The date and time after which the town may proceed with abatement of the unlawful condition if the required correction is not completed.
- F. **Assessment of Monetary Penalty.** Monetary penalties assessed by the hearing examiner shall be in accordance with the monetary penalty schedule in YMC § 8.05.050.
 - 1. The hearing examiner shall have the following options in assessing monetary penalties:

- a. Assess monetary penalties beginning on the date the notice of civil violation was issued and thereafter; or
 - b. Assess monetary penalties beginning on the correction date set by the applicable town official or an alternate correction date set by the hearing examiner and thereafter; or
 - c. Assess no monetary penalties.
2. In determining the monetary penalty assessment, the hearing examiner shall consider the following factors:
 - a. Whether the person(s) responded to attempts to contact the person and cooperated with efforts to correct the violation;
 - b. Whether the person(s) failed to appear at the hearing;
 - c. Whether the violation was a repeat violation;
 - d. Whether the person(s) showed due diligence and/or substantial progress in correcting the violation;
 - e. Whether a genuine code interpretation issue exists; and
 - f. Any other relevant factors.
 3. The hearing examiner may double the monetary penalty schedule if the violation was a repeat violation. In determining the amount of the monetary penalty for repeat violations the hearing examiner shall consider the factors set forth above.
- G. Notice of Decision. The hearing examiner shall mail a copy of the decision to the property owner and the person responsible for the violation and to the applicable town official within 10 working days of the hearing.
- H. Failure to Appear. If the person(s) to whom the notice of civil violation was issued fails to appear at the scheduled hearing, the examiner will enter an order finding that the violation occurred and assessing the appropriate monetary penalty. The town will carry out the hearing examiner's order and will seek to recover all related expenses, plus the cost of the hearing and any monetary penalty from that person(s).
- I. Appeal to Superior Court. An appeal of the decision of the hearing examiner must be filed with the superior court within 10 calendar days from the date the hearing examiner's decision was mailed to the person(s) to whom the notice of civil violation was directed, or is thereafter barred.
- (Ord. 390 § 6, 1999)

§ 8.05.070. Abatement by the town.

- A. The town may abate a condition which was caused by or continues to be a civil violation when:
1. The terms of the voluntary correction agreement have not been met; or
 2. A notice of civil violation has been issued pursuant to YMC § 8.05.040 and a hearing has been held pursuant to YMC § 8.05.060 and the required correction has not been completed by the date specified in the hearing examiner's order; or
 3. The condition is subject to summary abatement as provided for in this section.

Handling a Suspected Nuisance Under YMC 8.05

Step 1: Identification

- Someone (citizen complaint, town staff or officer) identifies a condition that may be a “nuisance” under YMC 8.05 (e.g., accumulation of trash, dilapidated building, unsafe structure).
- Check whether the condition meets the definition of a nuisance, YMC 8.05.030.
- Confirm the person/party responsible (owner, occupant, agent) and the premises/address.

Step 2: Determine whether immediate action is required

- Ask: Is this an **emergency** (imminent danger to health or safety) such that summary abatement is justified? See, YMC 8.05.070.
- If **yes**, skip to Step 5 (Emergency Enforcement-Summary Abatement).
- If **no**, proceed to Step 3.

Step 3: Voluntary Correction

- The enforcement person (“applicable town official” under YMC 8.05.030) may choose to attempt a voluntary correction rather than formal enforcement. (See, 8.05.040). Violator does not get the privilege of entering into voluntary correction agreement if any of the factors set forth in YMC 8.05.050(A)(2)(a)-(e) are present.
- Meet/Confer with responsible person, explain what act or condition constitutes the nuisance, reference code section, what corrective action must be taken, by what date.
- Draft a voluntary correction agreement, including any additional conditions (costs, monitoring, penalties for non-compliance)
- Monitor progress; if correction happens by the deadline, case closes. (No recovery of attorney fees, town costs and related efforts).
- If no correction by deadline, move to formal enforcement in Step 4.

Step 4: Formal Administrative Enforcement

- Schedule appeal hearing 30-60 days from Notice of Civil Violation
- The applicable town official issues a Notice of Civil Violation (8.05.050). The notice should include:
 - Name and address of responsible person and owner
 - Property description/address
 - Description of the violation and code citation
 - Required corrective action
 - Date/Time by which correction must be completed
 - Office address and phone of enforcement person
 - Statement that if correction not made, Town may abate and recover costs

- Statement with date, time and location of appeal hearing
- Statement that hearing will be cancelled, and no monetary penalty will be assessed if town official approves the completed, required corrective action (“48 hours”) prior to the hearing.
- Statement that costs of removing certain trees/shrubs shall become a charge against the owner and lien per RCW 35.21.310
- Statement regarding joint and several liability as between owner and the person responsible for violation
- Serve the notice personally or by certified mail (return receipt) to last known address. (Mail service becomes effective on third day after mailing, excluding Sundays/holidays)
- Conduct/Facilitate Hearing. Present evidence, decision made, opinion rendered.
- If Town prevails and if correction still not made after appeal rights have lapsed (10 days from hearing examiner’s decision), Town may abate, recover costs, assess monetary penalties and/or file Abatement Suit seeking injunctive relief, see Step 6 below.

Step 5: Emergency Enforcement / Summary Abatement

- If an imminent danger exists (to health, safety, public welfare) and responsible person cannot be contacted or refuses to act, the Town may proceed without prior notice, abate the nuisance immediately.
- After abatement, notify responsible party and owner as soon as possible. As written, YMC 8.05.070(B) limits the towns liability for summary abatement but it simultaneously prohibits the town from recovering abatement costs.

Step 6: Abatement Suit / Additional Remedies

- In addition to the above, Town may seek injunction or abatement through court under state nuisance statute (e.g., RCW 7.48 and YMC 8.05.080)
- Town may issue civil infraction citations for each day the nuisance continues up to \$25/violation/day.
- If Town abates the nuisance, costs and penalties are personal obligation and may become lien on property if the violation deals with vegetation only. (This does not apply to summary abatement as currently written)
- Work with Town counsel to initiate suit for abatement, injunction, cost recovery and attorney’s fees.

Step 7: Follow-up & Documentation

- Maintain case file: complaint/observations, photos, notices served, voluntary agreements, hearing transcripts/decisions, abatement costs.
- After correction or abatement, document closure. If costs incurred, put lien on property when authorized.
- If repeated violations by same party, consider escalated enforcement (higher penalties, suit, etc. but existing code does not address this.)

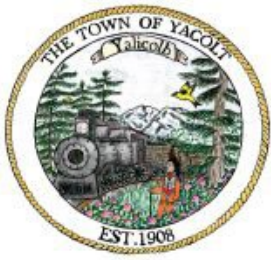
Remedies Available for Municipal Code Enforcement

1. **Voluntary Compliance / Education & Warning Notices**
 - Before pursuing punitive measures, many municipalities give property owners or ordinance-violators an opportunity to voluntarily comply or correct the violation, often via a “Notice of Violation” or similar.
 - The goal: encourage cooperation, reduce costs, avoid formal legal action.
2. **Administrative Citations / Civil Infractions**
 - Issuing an administrative citation or civil infraction (rather than a criminal prosecution) for violation of a municipal ordinance.
 - Penalties can accrue every day a violation continues.
 - Allows the municipality to impose fines without necessarily going through formal/criminal/court procedures.
3. **Criminal Prosecution (Misdemeanor / Gross Misdemeanor)**
 - For more serious or repeated violations, municipalities can pursue criminal charges (often misdemeanors) for municipal ordinance violations.
 - This remedy tends to carry higher stakes and may be used when health/safety/welfare is at risk.
4. **Injunctions / Court Orders / Equitable Relief**
 - The municipality may go to court to **enjoin** (stop) certain conduct, require corrective action, or abate a condition. For example: stop a zoning violation, force removal of a structure, etc.
 - Useful when waiting is not acceptable or when voluntary compliance fails.
5. **Summary Abatement / Direct Action by the Municipality**
 - When there’s an immediate danger (e.g., an unsafe building), the municipality may act directly to secure, abate, or remove the hazard, and then recover costs.
 - For example: boarding up a dangerous dwelling, removing an abandoned refrigerator (attractive nuisance)
6. **Cost Recovery and Special Assessments / Liens**
 - If the town acts (or forces action) to abate a violation, it may charge the responsible person/property owner for costs incurred, and may file a lien or special assessment against the property.
 - The lien may rank alongside other property taxes under state statute.
 - Also: Legal fees, staff time, administrative costs can be recovered.
7. **Denial, Suspension or Revocation of Permits / Licenses**
 - As a remedy for non-compliance, the municipality may deny a permit, suspend or revoke an existing permit or license (for businesses, land use, etc).
 - This gives leverage: permit or license subject to compliance.
8. **Civil Liability / Private Actions for Nuisance**
 - If code violations constitute a nuisance (public or private), the municipality or even private persons may bring civil actions for abatement or damages.

- Example: neighbor affected by repeated code violation may have recourse.
 - 9. **Alternative Dispute Resolution / Mediation**
 - For certain code enforcement contexts (especially nuisance-type disputes), the town may provide or require mediation or ADR before formal enforcement.
 - This can lower cost, improve compliance, reduce adversarial proceedings.
 - 10. **Multi-day/Per-day Penalties & Continuing Violation Theory**
 - Many codes allow fines per day the violation continues (each day is a separate offense) to provide incentive to correct quickly.
 - Useful for lingering or repeated infractions.
-

Practical Considerations / Tips for a Town

- **Define in your municipal code what constitutes a violation, the enforcement authority, procedures, hearing rights, appeals, and whether the remedies are exclusive or cumulative.** Many codes specify that remedies are *in addition to* other remedies.
 - **Ensure due process:** Notice, hearing rights, ability to appeal, clear criteria for action.
 - **Prioritize health, safety, welfare risks:** Summary abatement and stronger remedies make more sense where harm is imminent.
 - **Keep enforcement cost-effective:** In small towns the resources may be limited; voluntary compliance, mediation, administrative fines may be more practical than lengthy litigation.
 - **Record liens and assessments properly:** To recover costs and tie obligations to property rather than only the person.
 - **Coordinate with county, state law:** Some remedies rely on RCWs (state statutes) for authority (e.g., nuisance abatement laws).
 - **Publicize enforcement program:** Clear policies, visible action, consistent enforcement strengthen compliance.
 - **Track and escalate:** Use citations, then stronger remedies if the violation persists.
 - **Document everything:** Notices, communications, cost calculations, lien filings, hearing results — this supports enforcement and legal defensibility.
-



Town of Yacolt

Request for Council Action

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

Name: Clerk Fields

Group Name: Staff

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

Phone: (360) 686-3922

Email Address: clerk@townofyacolt.com

Alt. Phone:

ITEM INFORMATION:

Item Title: Elevator Service & Repair RFP

Proposed Meeting Date: November 20, 2025

Action Requested of Council: Review and discuss the materials presented at the Nov. 10th Council meeting re: Elevator Service RFP; narrow down how you'd like the RFP written and/or decide if you want to hire an attorney to draft the RFP.

Proposed Motion: None; Discussion Only

Summary/Background: The Clerk and Attorney Ridenour presented materials at the November 10th Council meeting regarding drafting an RFP to solicit companies for an elevator maintenance and repair contract. Council had enough questions regarding drafting the RFP that they asked for this topic to be added to tonight's workshop. Attached are documents which were either in the Nov. 10th Council Meeting Packet or handed out at that meeting. Additionally, Council wanted more information brought to this meeting on a legal firm whom Mayor Shealy said specializes in RFP drafting (ie: what do they charge, how much time might it take, and are they even available to help with this).

Staff Contact(s): Clerk Stephanie Fields
clerk@townofyacolt.com

Mayor Ian Shealy
mayor@townofyacolt.com
(360) 686-3922



TOWN OF YACOLT
202 W. Cushman / P.O. Box 160
Yacolt, WA 98675
(360)686-3922
townofyacolt@townofyacolt.com

Request for Proposal

Elevator Inspection and Maintenance

The Town of Yacolt, Washington requests interested parties to submit sealed bids for quarterly inspection and maintenance of its elevator located in Town Hall at 202 W Cushman St. in Yacolt.

Posting Date: _____
Bids Due: _____ by 4:00 p.m. (PST)

Scope of work

The Town of Yacolt is soliciting bids from qualified contractors for inspection and maintenance of its elevator.

All project work areas are to be left in clean condition prior to final inspection and acceptance. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. This work is subject to the prevailing wage requirements of the State of Washington.

The complete Scope of Work for this project is included as Attachment A. Please provide labor and materials to provide the services specified in the attached Scope of Work.

The Town will not allow subcontracting of any kind to be performed on this work without written consent from the Town.

Licenses and permits:

The Contractor is responsible for obtaining all licenses and permits for this project including all costs associated with obtaining any licenses or permits. The Town anticipates a Town of Yacolt endorsement on the business license will be required for the work.

Equipment and supplies:

Contractor will provide all personnel, mobile equipment, supplies and transportation necessary to perform these services.

Federal and state regulations:

Contractor is responsible for licensing requirements for personnel completing this work. This includes State Electrical and refrigeration licenses to remove refrigerant. Contractor is

responsible for following EPA Section 608 Regulatory Requirements for working with refrigeration per the EPA Clean Air Act.

Working site conditions:

Allowable working hours shall typically be 7am-5pm Monday-Friday. Hours beyond this shall be coordinated with the Town's Public Works Director at 360-553-0013.

Term

This contract will be awarded for one (1) year, from _____, 2026 through _____ 2027.

The Town reserves the right to renew this contract for four (4) additional one-year renewal terms, for a potential maximum total term of five (5) years (Attachment C, Option for Renewal), provided that 1) Contractor is in compliance with the terms and conditions of the contract and, 2) that the annual payment is cost-effective as determined by the Town, and 3) that sufficient funds have been appropriated by the Town Council. The Town reserves the right to cancel this contract at any time, upon thirty (30) days written notice to the selected Contractor.

Should the Town exercise a renewal option, the Town and Contractor may discuss a price adjustment, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Clark County area occurring during the immediately preceding 12-month period for which CPI-W data is available, or a fixed 3% increase, whichever is greater. The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. Contractor shall notify the Town in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the Town.

Pre-bid site visits are optional. Please contact the Public Works Director at 360-553-0013 to set up an appointment.

Proposed Timeline

The following table outlines the anticipated schedule for this RFP process. The Town reserves the right to modify or reschedule milestones as necessary.

Item	Date
RFP Announced	ember ??, 2025
Bids Due	ember ?? at 4:00pm PST
Initial Term	??, 2026, to ??,2027

Bids received after the due date and time will be returned unopened.

Bid Submittal Procedures

- Bids may be submitted in PDF format as an email attachment sent to clerk@townofyacolt.com. The subject line must read: Elevator Maintenance Bid, and include your company's name.
 - Bids may sent by first class mail to Town of Yacolt, PO Box 160, Yacolt, WA 98675
 - Bids may be dropped off at Yacolt Town Hall, 202 W Cushman St., Yacolt, WA 98675
- Mailed or hand-delivered bids must be labeled: Elevator Maintenance Bid.

Bid Requirements and Format

The bidder must bear all costs associated with the preparation of the bid and of any oral presentation requested by the Town. All responses will become property of the Town and will not be returned. Bids must include all information requested and meet all specifications and requirements outlined in this RFP. Bids will be evaluated based upon the information submitted. A complete response will include the following:

1. Bidders must complete and return Attachment B, Bid Submittal Sheet.
 - a. Bids must include a list of references (including project name, contact name, and telephone number/email address) of at least three (3) customer operations of similar scope and size, current or completed within the last six (6) months. The Town reserves the right to contact references without prior notification.
 - b. Bids must be made in the official name of the firm or individual under which business is conducted (showing official business address) and **must be signed** by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
 - c. Bids must acknowledge that the successful bidder understands and agrees to obtain a Town of Yacolt endorsement on their business license as a requirement for performing these services. A Yacolt endorsement is required prior to performing any work, and Contractor must maintain the business license in good standing throughout the term of its agreement with the Town.
 - d. Bids must acknowledge the number of calendar days the bid shall be valid (the Town's minimum number of days is 60).
2. Bids must include samples of reports that you have provided to your customers. This information may be included as a separate submittal with your bid.
3. Proposed service schedule to include all major milestones.

Selection & Award

The Town intends to award this contract to the bidder who provides the lowest responsible, responsive bid that, in the opinion of the Town, meets all specification criteria. Upon selection of a Contractor, the Town will issue a purchase order to procure the identified labor and materials specified in Attachment A, Scope of Work.

During evaluation, the Town may consider the following:

- References – history of errors and omissions via reference checks
- Ability to meet contract deadlines
- Responsiveness to solicitation requirements
- Compliance with statutes and rules relating to contracts or services
- Strength and stability of the company

The Town reserves the right to reject any or all bids and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the Town and respondents to this request have no appeal rights or procedures guaranteed to them. The Town reserves the right to conduct any necessary interviews before final award. The Town has the option not to award a contract at the end of this process.

Upon award, Contractor shall provide a list of key personnel assigned to supervise or work on the Town's contracted sites and identify staff name, job title, licenses/certificates, and years of experience. The Town's Project Administrator is to be notified in writing of any changes through the course of the project.

Terms and Conditions

The Town reserves the right to amend terms of this RFP to circulate various addenda, or to withdraw the RFP at any time, regardless of how much time and effort firms may have spent on their responses. Terms of the agreement are outlined in this solicitation and include the following documents, which are incorporated herein by this reference:

- RFP for Elevator Inspection and Maintenance
- Attachment A, Scope of Work
- Attachment B, Bid Submittal Sheet
- Attachment C, Option for Renewal
- Attachment D, Town of Yacolt Standard Terms and Conditions

No changes or deviations from the terms set forth in this document are permitted without the prior approval of the Town.

Performance Criteria

Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance/service against the Contractor shall be documented by the Town and submitted to the Contractor for corrective action. Continued poor performance shall be deemed a breach of Town requirements and shall be the cause for immediate termination of services.

Warranty

Contractor warrants the services will be free from defects in material and workmanship for a period of one year following the date of completion and acceptance of the services.

Insurance

Before work may commence, the successful bidder will be required to provide a Certificate of Insurance and endorsement showing the Town of Yacolt as Additional Insured of not less than the following amounts:

General Liability Limits:

Bodily injury each occurrence: \$2,000,000

Property damage each occurrence: \$2,000,000

Automobile Liability Limits:

Bodily injury each occurrence: \$1,000,000

Property damage each occurrence: \$1,000,000

Workers Compensation:

Statutory limits

Prior to performing any services, Contractor shall provide the Town a standard ACORD Form 25 Certificate of Insurance, naming the Town as Additional Insured. Failure of the Town to demand such certificate or failure of the Town to identify a deficiency in the insurance documentation shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Prevailing Wage

Any labor performed under this RFP falls within the definition of public work under Revised Code of Washington (RCW) 39.04, and wages must be paid prevailing wage rates. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the greater Clark County area can be obtained from the State Department's website at <https://lni.wa.gov/licensing-permits/public-worksprojects/prevailing-wage-rates/>.

Subsequently, the Town of Yacolt will require the successful bidder and any subcontractors to complete the following:

- 1) Before work may commence, provide proof of a valid Washington State License.
- 2) Before work may commence, file a "Statement of Intent to Pay Prevailing Wage" with the Department of Labor and Industries. The Contractor must furnish the Town with an approved copy, as required by RCW 39.12.
- 3) Upon satisfactory completion of work, file an "Affidavit of Wages Paid" with the Department of Labor and Industries.
- 4) For contracts greater than \$35,000, the Town will file a Notice of Completion with the Department of Revenue (DOR), Department of Labor & Industries (<http://www.lni.wa.gov/>), and Employment Security Department (ESD) (RCW 60.28.051).

Invoicing and Payment

Contractor shall submit monthly invoices to the Town in accordance with the rates indicated on the Bid Submittal Sheet (Attachment B). The Town will make payment to the Contractor within thirty (30) days after receipt and approval of said invoice(s). Invoices shall be delivered to:

Via mail: Town of Yacolt

Via email: clerk@townofyacolt.com

PO Box 160

Yacolt, WA 98675

Non-Collusion

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement with any other Bidder or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by Bidder and will not be disclosed by Bidder directly or indirectly to any other bidder or competitor before bids are opened. (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid on any portion of the project work. If collusion is uncovered, the Town maintains the right to reject all bids from implicated parties.

Governing Law and Venue

In the event of litigation, the submittal documents, specifications, and related matters shall be governed by and construed in accordance with the laws of the State of Washington. Venue shall be with the appropriate local, state or federal court located in Clark County.

Bid Protest

Respondents have the right to protest certain decisions in contract solicitation, selection and award processes made by the Town. The Town will consider protests alleging to issues related to: (1) A matter of bias, discrimination or conflict of interest, (2) Errors in computing score (3) Non-compliance with procedures described in the solicitation or Town policy.

All protests shall be in writing and clearly state that the respondent is submitting a formal protest. Protests must be emailed to the RFP content contact listed below. Bid Protests will not be accepted later than two (2) business days after respondents are notified of award details.

The Town's Technical Contact and RFP Content Contact will review any protest and respond to

protestor within ten (10) business days. The Town may request additional time if needed. Protestor and the other respondents will be notified in writing if protest results in a change to award details and/or protest results in a new solicitation process. For Public Works bid protests, the Town of Yacolt adheres to RCW 39.04.105.

Americans with Disabilities Act (ADA) Information

The Town of Yacolt in accordance with the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973 will make every reasonable effort to provide equal opportunity to submit qualifications in response to this request.

Title VI Statement

The Town of Yacolt in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

Questions/Inquiries

Please direct any questions concerning this IFB or the City's requirements to the City agent(s) listed below. No other City official or employee is empowered to speak for the City with respect to this request. Information obtained from any other source shall not be binding and may disqualify your bid.

RFP Content:

Stephanie Fields, Town Clerk
PO Box 160, Yacolt, WA 98675
Email: clerk@townofyacolt.com
Tel: 360-686-3922

Technical Contact:

Terry Gardner, Public Works Director
PO Box 160, Yacolt, WA 98675
Email: pwd@townofyacolt.com
Tel: 360-553-0013

Elevator Inspection and Maintenance

ATTACHMENT A - Scope of work

Intent

Quarterly inspection and maintenance of Town elevator.

Scope of Work

1. Monthly inspection in accordance with ASME A17.1, post inspection dates and keep record of inspections. Meet all local, state and federal requirements and certifications.

2. Inspection, service and maintenance requirements:

Parts Repair and Replacement: Full coverage parts repair and/or replacement for all components and shall be considered a full-service maintenance and repair contract. Any exclusions must be provided in writing as an addendum to the Bid Submittal Sheet (Attachment A).

Maintenance Control Program: Records documentation of all work performed on the equipment. Meet minimum requirements of ASME A 17.1-2007 Code, Section 8.6.

Service Request During Normal Working Hours: Minor adjustments and response to emergency entrapments within 2 hours or less and does not include regularly scheduled maintenance visits.

Overtime Service Request: Must be available to meet overtime requests for work. Expected response to after-hours emergency entrapments within 2 hours or less.

Charges are separate.

Provide following maintenance services:

Examine, lubricate and adjust the following:

- a. Control and landing positioning systems
- b. Signal fixtures
- c. Machine, drives, motors, governors, sheaves, wire ropes
- d. Power units, pumps, valves, jacks
- e. Car and hoist wrap doors, operating devices
- f. Door protective equipment
- g. Load weighers, car frames and platforms and counterweights
- h. Safety mechanism
- i. Lubricate equipment
- j. Adjust elevator parts and component

Provide minimum of three (2) month advance notification for due dates of rupture valve testing and other regular state required tests. Proposal for service to be included along with notification.

Complete Labor and Industries inspection report checklist items within 60 days or less, after receipt from the Town or the state.

Provide "Call Back" services as needed. Must be able to respond within 90 minutes of notification by Town.

Provide overtime coverage as requested by Town. Must be able to respond within 90 minutes of notification.

Provide monitoring of phone for elevator.

Contracted Rates

Provide contracted service rates for both normal working hours and after hours.

RFP
Elevator Inspection and Maintenance
Attachment B – Bid Submittal Sheet

Company Name: _____ Contact Person: _____
Company Address: _____
City: _____, State: _____ Zip: _____
Phone #: (____) _____ Fax #: (____) _____
Email: _____

This pricing is offered in response to the Town's Request for Proposal (RFP). The prices provided below are fully burdened and represent all costs associated with the performance of the requested services, including direct labor cost, overhead, profit and any materials, equipment or tools. Removal and disposal of any scrap material is to be done in compliance with all local and federal laws and requirements. In accordance with the bid documents, these prices reflect any applicable prevailing wage rates, cost of payment and performance bonds, permits and traffic control, and any other expenses specified in the bid documents.

Cost per month \$ _____ Total per year \$ _____ # of routine visits/year _____
Quarterly Testing \$ _____ Annual Testing \$ _____ 5-Yr Test \$ _____
Phone Monitoring/Yr. \$ _____ Repair parts percentage over cost _____%

Overtime Billing:

Please explain the circumstances under which you would pay technicians and bill the Town at overtime rates:

Service Callout Billing:

Minimum Callout Hours (if applicable) \$ _____
Maximum hourly labor rate (straight time) \$ _____
Maximum Hourly Rate (OT, DT, Holiday) \$ _____

Estimated Quantity – these estimates are provided for bidding purposes.

The Town intends to award all bid items to one Contractor.

If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control.

Addenda:

Receipt of Addenda numbered _____ is hereby acknowledged.

Validity:

60 days calendar days from bid receipt date. The City reserves the right to request an extension of the 60-day period.

References:

Provide a list of three (3) references of similar-sized projects to include contact name, contact information, and a description of the project. The City reserves the right to contact references without prior notification to the bidder.

1. _____

2. _____

3. _____

WA State Contractor's License Number _____

WA Unified Business Identifier (UBI) _____

L & I Number _____

Industrial Insurance: _____

Bidder certifies that it is not disqualified/ disbarred from working on any public works programs: _____

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction. The bidder certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct: _____

All bidders must comply with public works and prevailing wage training requirements, as defined in the bidder responsibility criteria of RCW 39.04.350. Before bidding and/or performing work on public works projects, contractors must **either**:

(a) complete training on public works and prevailing wages **OR**

(b) have experience completing at least three public works projects **and** have maintained an active Unified Business Identifier (UBI) number for at least three years.

The bidder certifies that it has complied with this public works training requirement:

The undersigned agrees fully with the terms and conditions of this request for pricing and acknowledges they are authorized to sign for the company.

Authorized Agent: _____ Date: _____

RFP
Elevator Inspection and Maintenance
Attachment C– Option for Renewal

The Town reserves the right to renew this contract for four (4) additional one-year renewal terms, for a potential maximum total term of five (5), upon serving notice to Contractor within thirty (30) calendar days prior to expiration of each renewal term. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the Town exercise a renewal option, the Town and Contractor may discuss a price adjustment, in accordance with the Bureau of Labor Statistics Consumer Price Index (CPI-W) for the Clark County area occurring during the immediately preceding 12-month period for which CPI-W data is available, or a fixed 3% increase, whichever is greater. The Bureau of Labor Statistics website can be found at: <https://www.bls.gov/cpi/data.htm>. Contractor shall notify the Town in writing at least thirty (30) days prior to a proposed price adjustment. Acceptance of such a request will be at the sole discretion of the Town.

MEMORANDUM

To: Yacolt Town Council
From: David W. Ridenour
Re: Basic Procurement Rules for Elevator Maintenance and Repair Contracts.
Date: November 10, 2025

Dear Council,

I am providing a summary of Washington's procurement rules for elevator maintenance and repairs. This Memo is intended to help with the general principles that apply. More work is needed to understand all of the detailed procurement rules that apply to the Town's specific circumstances.

A. Ordinary Maintenance:

1. Competitive Bidding Thresholds: Preventative maintenance and routine service are considered "Ordinary Maintenance" which is not considered "Public Works" for the purpose of identifying competitive bidding thresholds. (See, RCW 39.04.010(5).) These services are considered "purchased services" for which State procurement laws do not require a specific bidding process. Yacolt can design a reasonable bidding process that is appropriate to the situation. For example, it should be okay to seek quotes directly from individual bidders and to avoid a formal bid opening. (The State Auditor's Office may expect a more robust process for projects that are relatively expensive and complex.)
2. Prevailing Wages: Contracts for "Ordinary Maintenance" services must still provide for the payment of prevailing wages. (See, RCW 39.04.010(5); RCW 39.12; and WAC 296-127-010.) (There is one small exception to this rule for elevator inspections only.)

B. Repairs:

1. Competitive Bidding Thresholds: Elevator repairs and alterations are considered "Public Works" projects when identifying competitive bidding thresholds. As a practical matter, the Town cannot request fixed-cost bids on future repairs because the scope of any work that might be needed is unknown. The Town may instead seek a unit-priced public works contract for on-call repairs that may be needed during the term of the contract. (See, RCW 35.23.352(13), copied below.) The Town may use a minimal competition process, which again could involve seeking quotes directly from individual vendors.
2. Contract Requirements: Elevator repairs, improvements and alterations are considered "Public Works" projects. These contracts are limited an initial term up to 3 years + 1 optional year, with annual prevailing-wage updates and annual intents/affidavits covering the prior 12 months of work orders. Yacolt is also expected to address bidder responsibility, (RCW 39.04.350), bond/retainage, (RCW 39.08.010 and 60.28.011), and other standard Public Work contract provisions.

C. Options for Bidding Elevator Work:

1. Separate the maintenance and repair elements into separate RFPs for separate contracts; or,

2. Seek bids on a single 'umbrella' contract with two parts: One for maintenance, and the second for repairs. The maintenance section would seek fixed-cost or fixed-unit pricing as appropriate. The repair section would seek an on-call unit-priced contract.
- D. Bidder Compliance:** Confirm compliance with current 'responsible bidder' criteria, including rules for apprenticeship programs, licensing, bidder debarments, etc.
- E. Specifications for the Maintenance Control Program, (MCP):** (See Attached Draft)
- F. Other Possible Options Not Fully Explored:**
1. Small Works Roster: The MRSC Small Works Roster may be available for discrete repair projects of \$350,000 or less. Since July 1, 2024 the Roster is available statewide via MRSC. (See, RCW 39.04.151–154.) (The Town would likely need to update or replace its policy and resolution to participate since the laws changed significantly in 2023 and 2024.)
 2. Contract Piggybacking: It is possible to 'piggyback' on another agency's service contract for elevator maintenance, (if the contract and bidding work satisfies State requirements).

=====

Unit-Priced Contracts

RCW 35.23.352(13) - Public works—Contracts—Bids—Small works roster—Purchasing requirements, recycled or reused materials or products.

- (a) Any second-class city or any town may procure public works with a unit priced contract under this section for the purpose of completing anticipated types of work based on hourly rates or unit pricing for one or more categories of work or trades.
- (b) For the purposes of this section, "unit priced contract" means a competitively bid contract in which public works are anticipated on a recurring basis to meet the business or operational needs of the city or town, under which the contractor agrees to a fixed period indefinite quantity delivery of work, at a defined unit price for each category of work.
- (c) Unit priced contracts must be executed for an initial contract term not to exceed three years, with the city or town having the option of extending or renewing the unit priced contract for one additional year.
- (d) Invitations for unit price bids shall include, for purposes of the bid evaluation, estimated quantities of the anticipated types of work or trades, and specify how the city or town will issue or release work assignments, work orders, or task authorizations pursuant to a unit priced contract for projects, tasks, or other work based on the hourly rates or unit prices bid by the contractor. Contracts must be awarded to the lowest responsible bidder as per RCW

39.04.010. Whenever possible, the city or town must invite at least one proposal from a certified minority or woman contractor who otherwise qualifies under this section.

- (e) Unit price contractors shall pay prevailing wages for all work that would otherwise be subject to the requirements of chapter 39.12 RCW. Prevailing wages for all work performed pursuant to each work order must be the prevailing wage rates in effect at the beginning date for each contract year. Unit priced contracts must have prevailing wage rates updated annually. Intentions and affidavits for prevailing wages paid must be submitted annually for all work completed within the previous 12-month period of the unit priced contract.

Maintenance Control Program

A **Maintenance Control Program (MCP)** is the code-required, on-site written plan and record set for each elevator that specifies what tasks must be done, how often, and how they're documented. In Washington, MCPs follow multiple legal requirements. (See, ASME A17.1/CSA B44 §8.6 as adopted by L&I (WAC 296-96).) MCP records must be viewable on-site and include logs for maintenance, callbacks, repairs/replacements, and oil usage (hydraulic).

DRAFT Specifications of Maintenance Control Program for RFP.

[SECTION X] Maintenance Scope & MCP Requirements

X.1 Standards & General

- Contractor shall maintain the elevator in full compliance with **ASME A17.1/CSA B44 §8.6** as adopted by the Washington State **Department of Labor & Industries (L&I)**, **WAC 296-96**, manufacturer/OEM instructions, and this RFP.
- This section covers **preventive maintenance and code-required testing**. Repairs beyond routine maintenance are **not included** unless separately authorized by the Town.

X.2 MCP & Records (On-Site)

- Maintain a complete **Maintenance Control Program (MCP)** for the specific unit(s), kept **on-site** and immediately available to elevator personnel and the AHJ. Electronic copies may be provided in addition, but the **on-site hard copy** controls.
- MCP shall include: task procedures, maintenance intervals, schedules, OEM manuals/bulletins, and **record logs** for maintenance, callbacks, repairs/replacements, **oil usage** (hydraulic only), and non-compliance items with corrective actions and closure dates.
- Update the **owner logbook** at each visit; leave service tags/labels as required by code.

X.3 Preventive Maintenance (minimum deliverables)

- **Housekeeping:** Keep car, machine room/space, control spaces, and pits clean and code-compliant; remove debris; maintain lighting and clearances.
- **Lubrication & Adjustments:** Lubricate and adjust door equipment, operators, rollers, guides, brakes, machines, governors, hydraulic systems, and control components per MCP intervals.
- **Functional Checks:** At each scheduled visit, verify operation of doors, limit/position devices, leveling/anti-nuisance features, car top stop switches, alarms, emergency lighting, and car communications/phone.
- **Safety Devices:** Inspect and test (as applicable) safeties, buffers, governors, brakes, overspeed protection, door reopening devices, and unintended car movement protection per MCP.
- **Hydraulic Systems (if applicable):** Maintain oil logs, monitor fluid levels/leaks, and perform required leakage/pressure checks per MCP.
- **Traction Systems (if applicable):** Inspect suspension means, sheaves, machine/brake wear, and perform rope/belt examinations per MCP.

X.4 Code-Required Tests & L&I Coordination

- Perform **Category 1 (annual)** tests and coordinate **Category 5 (5-year)** tests; schedule required **L&I inspections/witnessing** and promptly clear punch-list items. Provide test reports to the Town within **10 business days**. *(Use the current editions as adopted by L&I.)*

X.5 Response Times, Uptime & Escalation

- **Response:** Normal hours call-back arrival within **2 hours**; entrapments within **1 hour**. After-hours emergency response available **24/7**.
- **Uptime:** Target **≥ 98% availability** per calendar quarter (excludes Town-directed shutdowns and force majeure).
- **Escalation:** Provide a named escalation ladder (tech → supervisor → service manager) with cell numbers and email.

X.6 Parts, Tools & OEM Bulletins

- Maintain **ready access to parts** and **proprietary tools/diagnostics** necessary for the installed controller/drive. Provide written assurance of OEM/third-party support and bulletin compliance.

X.7 Personnel, Licensing, Safety

- All work performed by **licensed elevator contractor/mechanics** meeting Washington **WAC 296-96** licensing rules. Provide proof of licenses, training, and safety program.
- Comply with all lockout/tagout and confined space practices applicable to elevator spaces.

X.8 Visit Frequency & Scheduling

- **Scheduled preventive maintenance:** [Monthly/Quarterly — insert Town's choice]. Provide a 12-month maintenance calendar within **30 days** of NTP and update quarterly.
- Coordinate building access and post visit slips noting date, time on site, tasks performed, and pending issues.

X.9 Reporting & KPIs

- **Quarterly report** with: (a) MCP log extracts (maintenance, callbacks, oil log, repairs), (b) open non-compliance items with target dates, (c) uptime %, response-time stats, (d) parts replaced, and (e) recommendations.
- Provide all code inspection/test reports and correction close-outs within **10 business days** of receipt/completion.

X.10 Pricing & Inclusions (for the Bid Form)

- Base price shall include all labor for scheduled preventive maintenance and normal-hours call-backs (excluding vandalism/misuse).
- List **hourly rates** (regular/OT/holiday) and **parts discount** off list (or unit pricing), but repairs beyond routine maintenance require Town authorization.
- After-hours/emergency call-back rates must be stated; no fuel/environmental surcharges unless explicitly listed.

X.11 Deliverables at Start & Closeout

- **Start-up:** MCP binder (unit-specific), OEM manuals/bulletins, baseline condition report with photos, and the first annual maintenance calendar.
- **Closeout/transition:** Updated MCP, all logs and reports, open items list with status, and transfer of any Town-owned diagnostic tools/files.