

Town of Yacolt
Special Council Meeting Agenda
Tuesday, February 18, 2025
5:30 PM
Town Hall

Call to Order

Flag Salute

Roll Call

New Business

- [1.](#) Building Permit Laws and Processes

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: Building Department Laws and Processes

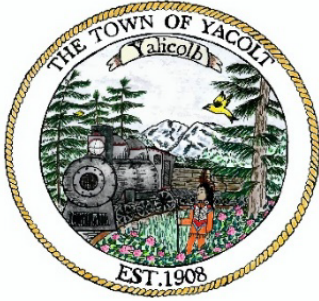
Proposed Meeting Date: February 18, 2025

Action Requested of Council: Learn about laws and regulations regarding building permits; review our permit applications and associated documents

Proposed Motion: None; informational only

Summary/ Background: Attorney Ridenour will present laws pertaining to permitting and how they are incorporated into our permit forms, as the Town considers ways to streamline its permitting process.

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



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
www.townofyacolt.com

Office Use Only

Date Received: _____
Reply Deadline: _____
Permit Name: _____
Permit Number: _____
Issue Date: _____

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. _____

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: _____
Tax Parcel Number(s): _____
Legal Description: _____

Owners' Name(s): _____
Owners' Mailing Address: _____
Owners' Phone Number(s): _____
Owners' Cell Phone Number(s): _____
Owners' Email Addresses: _____

Occupants' Name(s): _____
Occupants' Phone Number(s): _____
Occupants' Cell Phone Number(s): _____
Occupants' Email Addresses: _____

Other Contact Information

(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: _____ Date: _____
Printed Name: _____ Title: _____

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

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

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



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SAMPLE

COST RECOVERY AGREEMENT

THIS AGREEMENT is by and between the Town of Yacolt, a Washington municipal corporation, (“Town”), and [NAME OF APPLICANT], (“Applicant”), concerning the following:

Project: _____

Project Address: _____

***TO BE FILLED-IN
BY THE TOWN***

Parcel Number(s): _____

Scope of Project / Permit Review: _____

Section 1 - Purpose: The purpose of this Agreement is to establish the terms by which the Applicant agrees to be responsible for the payment of the Town’s reasonable costs to process applications, inspect and review plans and project elements, to prepare detailed statements required by State Environmental Policies under RCW 43.21C, and all other work that is in reasonable support of and directly related to these activities. These costs may include the internal costs for the Town’s staff, publication of notices, supplies, and overhead costs, as well as the Town’s external costs of consultants and other costs and fees related to review and inspection services for Applicant’s land use and/or building application(s).

Section 2 - Background: Applicant recognizes that the Town is obligated by law to provide a complete review of subdivision, land use, development, and building applications, including all technical support documents, to determine compliance with all applicable approval standards. The Town is authorized to recover from applicants the actual cost of performing land use, subdivision, building, and technical plan

and project reviews, including all engineering, project inspections, planning, mitigation inspections, legal review, and other costs and fees.

Section 3 - Cost Recovery Agreement: Applicant agrees to pay the Town's internal and external costs and fees incurred during the review, inspections, permitting, and related processing of the Project's permits. The costs and fees to be paid by the Applicant may include, without limitation, fees and costs for professional consultant services that the Town determines are necessary to complete its review of the application(s). Such professional consultant services may include, without limitation, engineering, building, legal, and surveying services. Such services may include, without limitation, review and processing related to SEPA, critical areas, zoning, archeological surveys, building inspections and plan review, and support for the Town's staff and Council before and during public hearings.

Section 4 - Scheduled Fees: Applicant understands and agrees that in addition to the cost recovery obligation described in this Agreement, the Town may request, and the Applicant agrees to pay, any fees described in the Yacolt Municipal Code and/or by resolution of the Yacolt Town Council. Where such fees relate to actual costs of processing the Application, the fees will be treated as a refundable deposit toward the Town's actual costs that are recoverable under this Agreement. Other scheduled fees, (such as, by way of example only, impact fees), would not be considered a 'processing cost' under this Agreement, and would continue to be payable by the Applicant as an independent obligation pursuant to the Yacolt Municipal Code and/or Town Resolution.

Section 5 - Complete Application(s) and Continued Processing: To be deemed complete, the Application(s) must include all technical support documents applicable to the Project, a fully-executed original of this Agreement, and payment of any initial deposit that may be requested by the Town Clerk. The Town will not begin to process the Project Application(s) until all requested elements of the Application are received by the Town. In addition, Applicant understands that in the event payment of any invoice due under this Agreement is late, the Town may suspend processing of the application(s) until such time that full payment is made.

Section 6 – Deposits and Estimated Costs: The Town may require the payment of deposits from time to time to be applied to the Town's costs of processing permits. The Town may provide an estimate of permit processing costs in support of an initial or subsequent deposit request. If provided by the Town, an estimate of processing costs will be an estimate of the costs and fees that the Town expects may be incurred to process the Application(s) at least through an initial review and determination of feasibility by the Town Council or the Town Council's designee(s), (such as, for example, the Town's Building Consultant or Town Engineer). If the Town determines that payment of a deposit is not necessary, or if the Town does not provide an estimate on its own initiative, the Applicant may nevertheless request an estimate from the Town, and the Town will endeavor to provide the estimate within 15 days of receipt of the request. Estimates will identify the staff and consultants from whom services will initially be requested, together with their hourly rates and an estimate of the billable hours involved, as well as any expected costs identified by staff or consultants. Applicant acknowledges that deposits and/or estimates may not cover all of the consultants actually hired by the Town, or all of the costs and fees actually charged by such consultants and staff during the processing of the application(s) for which payment by the Applicant is expected.

Section 7 - Invoices and Reconciliation: The Town will provide invoices to the Applicant for estimates, costs and fees due under this Agreement from time to time as such estimates, costs and fees are determined and/or incurred by the Town. The Applicant agrees to pay the Town's invoices within fifteen (15) days of the date of each invoice. Any funds deposited by Applicant in excess of the Town's costs and fees shall be refunded to the Applicant following termination of this Agreement.

Section 8 - Notices and Payments: All notices and other communications between the Parties shall be in writing and shall be either hand-delivered, emailed, or mailed by first class mail, postage prepaid, as follows:

If to the Town: Town Clerk
 Town of Yacolt (*street address*)
 P.O. Box 160 202 W. Cushman Street
 Yacolt, WA 98675 Yacolt, WA 98675
 Email Address: clerk@townofyacolt.com

If to the Applicant: _____

Email Address: _____

All notices shall be deemed given on the day such notice is personally served or emailed. The name and address to which notices shall be directed may be changed by a Party by giving the other Party notice of such change as provided in this section.

Section 9 - Dispute Resolution: Any dispute that arises over the interpretation or application of this Agreement shall be resolved by the Town Council through a public hearing process. The Town Council's decision in such a matter shall be final.

Section 10 - Remedies: If the Applicant fails to timely pay the Town's costs and fees under this Agreement as invoiced by the Town, the Town may pursue any and all legal and equitable remedies available, including but not limited to recording and enforcing a lien on the property for all amounts owed; issuance of a stop work order; and/or non-issuance of permits for the Project. The Applicant further agrees to any delay in the processing of permit(s) for the Project including issuance of a final permit, until the Applicant has paid all amounts due to the Town. The Town's remedies are not mutually exclusive.

Section 11 - Binding Effect: The terms of this Agreement shall extend to and be binding upon the heirs, administrators, executors, personal representatives, successors and assigns of the parties.

Section 12 - Attorney Fees and Costs: If suit or action is brought either directly or indirectly to enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as the prevailing party's costs and disbursements. Further, if it becomes necessary for the Town to contract for the services of an attorney to enforce any provision of this Agreement without initiating litigation, the Applicant agrees to pay the Town's attorney fees so incurred.

Section 13 - Agreement Modifications: This Agreement may be modified only by written amendments that are approved and signed by both parties.

Section 14 - Agreement Termination: This Agreement will terminate upon completion of all work contemplated by this Agreement to process the application(s). Applicant may terminate this Agreement for any reason by providing notice to the Town that it is terminating the Agreement and withdrawing its application(s). In the event of such termination, Applicant remains responsible for all amounts due under this Agreement, including all amounts incurred by the Town after such date of termination if the work is reasonably necessary and related to the withdrawal and cancellation of the application(s).

Section 15 – Waiver: The failure of either party to enforce any provision of this Agreement will not constitute a waiver by that party of that or any other provision of this Agreement.

Section 16 – Signatures: This Agreement and any modifications thereto may be executed in several counterparts, each of which will be an original, all of which will constitute one and the same instrument. A facsimile, PDF or other electronic signature will be considered an original. The individuals signing this Agreement certify that they are authorized to execute this Agreement on behalf of the Applicant and the Town, respectively.

Section 17 – Applicable Law and Venue: This Agreement shall be construed in accordance with and governed by the laws of the State of Washington. Venue for any suit based on the Agreement shall be in Clark County, Washington.

IT IS SO AGREED:

“Applicant”

SAMPLE

By (print): _____

Title: _____

Date: _____

“Town”

Town of Yacolt

SAMPLE

By: Katelyn J. Listek

Title: Mayor

Date _____



Residential Construction Site Plans and Building Plans

GENERAL INFORMATION

Building and land use permits require the submittal of many different types of information before they can be processed and approved. Following a pre-application conference or an informal presentation about a project, the Town of Yacolt provides a list of required submittals that is unique to each project. Before the Town will begin to process a permit application, a complete application containing all required submittals must be filed with the Town Clerk.

Many project permits require detailed information about your construction plans and the impact of the development on the property and surrounding area. This pamphlet provides a general list of the information you must provide if your project triggers the need for construction drawings or a site plan.

Once you have filed your application package, the Town will tell you if it is complete, or what information is still needed. The Town cannot process your application until it is complete. If some requirements are found to be unnecessary for your specific application, the Town may waive them. Once the Town determines that an application is complete, we may still ask for additional information which could lengthen the application process.

MINIMUM DRAWING REQUIREMENTS

- ◆ **You must submit one (1) paper set and one (1) digital set of the required plans.**
- ◆ Plans shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and shall demonstrate how the proposed work conforms to the provisions of adopted codes and ordinances. Each plan sheet should be titled and dated (subsequent revisions shall be dated as well) and each drawing therein should be labeled.
- ◆ Architectural plans must be drawn to scale ($\frac{1}{4}''$ or $\frac{1}{8}'' = 1'$), dimensioned, and labeled.
- ◆ Site and civil plans must be drawn to scale ($1'' = 20'$ minimum), dimensioned, and labeled.
- ◆ Plans will not be accepted if they have been reduced in scale by photocopying.
- ◆ **Minimum** plan sheet size is 11" x 17"; **maximum** plan sheet size is 24" x 36".
- ◆ Plans shall be drawn in indelible blue or black ink. Plan sheets that are cut and pasted, taped, drawn in pencil or non-approved ink color, or altered by any means will not be accepted for plan review.
- ◆ Topographic and boundary surveys, when required, must be stamped by a surveyor licensed in the State of Washington. Survey datum must be KCAS or NAVD 88.
- ◆ All civil plan sheets must be stamped by a civil engineer licensed in the state of Washington.
- ◆ Drawings and construction documents prepared by a Washington State design professional, whether required to be or not, must be stamped and signed by the preparer.
- ◆ Each set of paper plans shall be firmly bound on one edge and rolled individually, (not folded).

BUILDING PACKET REQUIREMENTS

Req.	Sub.	
<input type="checkbox"/>	<input type="checkbox"/>	A. Structural Calculations, when required (including one original “wet-stamped” copy)
<input type="checkbox"/>	<input type="checkbox"/>	B. Washington State Energy Code Compliance Forms
<input type="checkbox"/>	<input type="checkbox"/>	C. Cover Page
		<ol style="list-style-type: none"> 1. Project Name. 2. Project Address and Parcel Number. 3. Applicant’s Name. 4. Property Owner’s Name. 5. Project Contact Information, (Name, Address, Phone Number(s), E-mail address). 6. Date.
<input type="checkbox"/>	<input type="checkbox"/>	D. Site Plan
		<ol style="list-style-type: none"> 1. North arrow, scale, date, and vicinity map. 2. Basic data (type of structure, square footage, location). 3. Show property lines and adjacent right(s)-of-way and street name(s), including exact dimensions of the property lines. (It is the responsibility of the property owner to know where their property lines are located or to enlist the services of a professional land surveyor for determination. The Town does not maintain records of property boundaries.) 4. Include all required setbacks (front, rear, sides). Show all easements, deed restrictions and covenants limiting use of the site. 5. Show the width of driveway, describe paving materials and show setbacks from property lines. Include location, dimensions, and specifications of all access points to rights-of-way. 6. Show the size, location, setbacks, and use of existing buildings, including their setbacks from property lines and each other. 7. Show the size, location, setbacks, and use of new buildings and additions, including their setbacks from property lines and each other. 8. Show any existing structures to be demolished or removed. 9. Show existing and proposed site topography in two-foot contours. 10. Indicate finished floor elevations and provide elevation readings at each structure corner. 11. Show the location of utilities (water, septic, gas, etc.) and connection to buildings. 12. Show how the required number of tree units will be achieved through retention or replanting. 13. Provide a list of existing impervious areas in square feet, including structures, concrete, gravel, etc., and proposed impervious areas. Indicate total lot size in square feet and show calculations for total percentage of lot coverage by impervious area. 14. Location of existing and proposed storm drainage systems. 15. Show location of proposed and existing rockeries and/or retaining walls. Indicate height of walls and proposed materials. Retaining walls over four feet from the base of the footing, or holding back a surcharge, requires a separate permit. 16. Show the setback lengths to wells and septic system components (including reserve drain field location), if applicable. 15. Show any environmentally critical areas with required buffers and/or setbacks. Critical areas include wetlands, streams, regulated lakes, and geologically hazardous areas. 16. Show proximity of construction to the ordinary high-water mark of any designated shoreline. 17. Show all walls, fences and significant landscaping features. 18. Any and all other features and information relevant to the Application, and other data as may be required by the Town of Yacolt Building and Land Use Departments. Show as much information as possible. Plans should include enough clear information to show conformance with applicable regulations.

<input type="checkbox"/>	<input type="checkbox"/>	<p>E. Foundation Plan, (Required when work impacts the foundation, including, for example, an addition or foundation repair, and some interior remodels.) Design must be based on 2000 psf, unless otherwise specified.)</p>
		<ol style="list-style-type: none"> 1. North arrow. 2. Outline of perimeter foundation, concrete slabs, patios, etc., with dimensions. 3. Location and size of exterior and interior bearing footings/foundations. Specify pier sizes and show thickened footings where posts are supported on exterior footing. 4. Specify the size and spacing of required reinforcing steel. 5. Walls supporting more than 4 feet of unbalanced backfill that do not have permanent lateral support at top & bottom shall be designed by a Washington State licensed professional. 6. Specify thickness of concrete cover over rebar. Specify at least a 3.5" (89 mm) thickness for concrete floor slabs on grade. 7. Show the location, size, embedment, and spacing of anchor bolts and hold-downs. 8. Show the location of the underfloor ventilation. 9. Fills over four feet in height (measured from the bottom of the footing to the top of the wall) require engineering. All drawing pages and calculations must be stamped and signed by a Washington State engineer.
<input type="checkbox"/>	<input type="checkbox"/>	<p>F. Floor Plan</p>
		<ol style="list-style-type: none"> 1. North arrow. 2. Specify project square footage and room dimensions. 3. Specify proposed use of all rooms and spaces, i.e., bedroom, bathroom, closet, pantry, etc. 4. Show window and door locations and sizes, including specifications, (safety glass, etc.). 5. Show location of plumbing, heating, and mechanical fixtures and equipment. 6. Show location of crawl space access. 7. Show location of attic access.
<input type="checkbox"/>	<input type="checkbox"/>	<p>G. Framing Plan</p>
		<ol style="list-style-type: none"> 1. North arrow. 2. Specify the size, species, grade, spacing, and span of all framing members for each floor level. 3. Provide the header sizes over openings. 4. Show beam locations, materials, spacing, and sizes. Show posts under beams. 5. Show floor joist sizes, directions of run, spans, and spacing. 6. Show ceiling joists, floor joists, trusses, and roof rafter sizes, directions of run, spans, and spacing. 7. Clearly show bearing walls and provide nailing schedule(s). <u>All braced wall panels must be clearly indicated on the plans.</u> 8. Show posts under all beams and specify the size, grade, species, and height. 9. Show all connections that resist seismic forces. Specify the brand and model numbers of all hold-downs and connectors. 10. Indicate location of all braced wall panels on the plans. Designs that do not meet prescriptive requirements must be designed and stamped by a Washington State Registered Professional Engineer. Engineer's calculations are required on the specifications and drawing pages.
<input type="checkbox"/>	<input type="checkbox"/>	<p>H. Elevations</p>
		<ol style="list-style-type: none"> 1. Provide a directional label for each elevation (north/south/east/west). <ol style="list-style-type: none"> a) Specify the height above finish grade to: a) Finished floor; b) Top plate/ceiling; and c) Highest point of the structure. 2. Show existing and finished grade lines. 3. Show height of structure from Average Building Elevation (ABE) to midpoint of highest pitched roof; indicate how the ABE was calculated. 4. Specify all finish materials to be utilized. 5. Show all doors and windows; distinguish between openable and fixed.

<input type="checkbox"/>	<input type="checkbox"/>	<p>I. Building Cross-Sections</p> <ol style="list-style-type: none"> 1. Provide complete foundation sections and details that show the minimum foundation sizes. Show backfill to top of interior footings. 2. Specify mudsill material, (cedar or pressure treated). 3. Detail positive connection between posts and beams to ensure against uplift and lateral displacement. 4. Wood joists closer than 18" (457 mm), or wood girders closer than 12" (305 mm) to grade shall be shown as an approved wood of natural resistance to decay or treated wood. 5. Show components of wall construction, including exterior and interior wall finishes, and specify insulation R-value. 6. Show ceiling construction (size and spacing of joists) and R-value of insulation. 7. Show the roof structure, including size and spacing of joists, rafters or pre-manufactured truss spacing, R-value of insulation, and insulation baffles. 8. Detail roof construction, including sheathing, underlayment, and roofing material. 9. Provide a full height section through stairways. Show riser and tread framing materials; riser height; tread width; handrail and guard height above tread nosing; and clearance to ceiling above the stairs measured from a line drawn at and parallel to tread nosing.
<input type="checkbox"/>	<input type="checkbox"/>	<p>J. General Notes</p> <ol style="list-style-type: none"> 1. Hard-wired smoke detectors shall be shown on each floor (including basements), in each sleeping room, and at a point centrally located in the corridor or any area giving access to each separate sleeping area. 2. Carbon monoxide detectors shall be located in the immediate vicinity of each sleeping room and on each floor of the home. 3. Show compliance with the ventilation requirements for the attic space. 4. Show compliance with the ventilation requirements of the International Mechanical Code (IMC) Section 1507, as amended by the state. 5. Show location and specifications for all fire walls. 6. The applicant is required to meet all aspects of building, stormwater, environmental, and land use codes. If additional items are required during preliminary review or during review by plans examiners, the applicant will be notified and the application will be placed on hold until the additional documents are provided.
Additional items may be required after review by building and land use officials.		

|



Town of Yacolt

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Notice of Contractor Registration Laws

Potential Risks and Liabilities to Property Owners When Using an Unregistered Contractor

Under state law, the Town of Yacolt is obligated to provide written notice to property owners regarding Washington's contractor registration laws and to advise homeowners of the risks associated with using an unregistered contractor.

Any contractor conducting business in Yacolt must be licensed by the State of Washington Department of Labor and Industries. Some of the requirements are outlined below. Contractor registration laws are set forth in the Revised Codes of Washington at RCW 18.27. You are encouraged to read RCW 18.27 for additional information.

To do business in Yacolt, contractors must also obtain a Town of Yacolt Business License if they meet any of the following criteria:

1. They maintain a place of business in the Town, or
2. Their annual gross receipts in the Town will exceed \$2,000.

[Businesses may obtain a Yacolt business license through the "Business License Service" at the Washington State Department of Revenue. <https://dor.wa.gov/>]

1. What is the purpose of contractor registration? (See [RCW 18.27.140](#).)

Registration under state law affords protection to the public from unreliable, fraudulent, financially irresponsible, or incompetent contractors. Unregistered contractors are a threat to both consumers and legitimate contractors. Unregistered contractors carry no bond or insurance to protect consumers. Consumers can face serious issues if anything goes wrong on a job. In addition, unregistered contractors have an unfair advantage over legitimate contractors when competing with jobs because they skip the expense of protecting their customers.

2. What are the risks associated with using an unregistered contractor?

There are several risks associated with using an unregistered contractor.

- First, a property owner that uses an unlicensed contractor will not be protected by the Contractor's Bond required by RCW 18.27.040. The \$12,000 General Contractor and the \$6,000 Specialty Contractor Bonds are designed to: (1) pay persons performing labor for the contractor, including employee benefits; (2) pay all taxes and contributions due to the State of Washington; (3) pay all persons furnishing labor or material or renting or supplying equipment to the contractor; and (4) pay all amounts that may be adjudged against the contractor by reason of breach of contract including negligent or improper work in the conduct of the contracting business.
- Second, a property owner that uses an unlicensed contractor may not be protected by general liability insurance which is required of all registered contractors.
- Third, the property owner's construction project may be delayed due to enforcement actions of the Department of Labor and Industries or the Town of Yacolt caused by use of an unregistered contractor.
- There may be other risks associated with the use of unregistered contractors.

3. What is a contractor? (See RCW 18.27.010.)

A contractor is any person, firm or corporation that, in the pursuit of an independent business undertakes to, or offers to undertake, or submits a bid to, construct, alter, repair, add to, subtract from, improve, develop, move, wreck, or demolish any building, highway, road, railroad, excavation or other structure, project, development, or improvement attached to real estate or to do any part thereof including the installation of carpeting or other floor covering, the erection of scaffolding or other structures or works in connection therewith, the installation or repair of roofing or siding, performing tree removal services, or cabinet or similar installation; or, who, to do similar work upon his or her own property, employs members of more than one trade upon a single job or project or under a single building permit.

4. What are the registration violations? (See RCW 18.27.200.)

It is a violation for any contractor to:

- Advertise, offer to do work, submit a bid, or perform any work as a contractor without being registered;
- Advertise, offer to do work , submit a bid, or perform any work as a contractor when his or her registration is suspended or revoked;
- Transfer a valid registration to an unregistered contractor or allow an unregistered contractor to work under a registration issued to another contractor; or
- Subcontract to, or use, an unregistered contractor.

Each day that a contractor works without being registered, works while the contractor's registration is suspended or revoked, or works under a registration issued to another contractor is a separate infraction. Each worksite at which a contractor works without being registered, works

while the contractor's registration is suspended or revoked, or works under a registration issued to another contractor is a separate infraction.

5. What are the Town of Yacolt’s responsibilities? (See RCW 18.27.110.)

The Town of Yacolt cannot issue a building permit without verifying that the contractor is currently registered as required by law. The Town is responsible for:

- Printing the contractor registration number on the building permit; and,
- Providing a written notice to the building permit applicant about contractor registration laws and the potential risks and liabilities for using an unregistered contractor.
- If an applicant or contractor falsifies building permit information to obtain an exemption provided under RCW 18.27.090, the building permit must be forfeited.

6. Where can I get additional information?

For additional contractor licensing information, please contact the State of Washington Department of Labor and Industries at 1-800-647-0982 or visit their web site at <http://www.lni.wa.gov/>.

If your contract exceeds \$1,000, Washington law requires contractors to have you sign a disclosure statement that provides more information about your rights, responsibilities, and how to protect yourself. You should also request a copy of the disclosure statement for your records. (See RCW 18.27.114.)

7. Acknowledgement:

I have read and have been provided with a copy of this Notice of Contractor Registration Laws. (All applicants and property owners must sign below.)

Signature: _____ Date: _____

Printed Name / Title: _____

Signature: _____ Date: _____

Printed Name / Title: _____

Signature: _____ Date: _____

Printed Name / Title: _____

Signature: _____ Date: _____

Printed Name / Title: _____



Town of Yacolt

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Waiver for Owner-Builder And Other Exemptions

Important Notice and Acknowledgement for Property Owner Performing Construction Activities Without a Contractor's License

Permit #: _____ Property Address: _____

I acknowledge that (*select/list the appropriate exemption - exemption statutes are provided below*):

I am exempt from the Washington State Contractor Registration Law pursuant to exemption number 12 under RCW 18.27.090. I own the property listed above; I will be constructing, altering, improving or repairing a building as identified on the Building Permit; and, I have no plan or intent to sell, demolish or lease the property for a minimum of twelve (12) months.

I am exempt from the Washington State Contractor Registration Law pursuant to exemption number _____, (RCW 18.27.090).

I further acknowledge that I have been given notice of Washington State Contractor Registration Laws and the potential risk and monetary liability to me for using an unregistered contractor as required by Washington State Law RCW 18.27.

Signature

Date

Print Name

RCW 18.27.090: Exemptions.

The registration provisions of this chapter do not apply to:

- (1) An authorized representative of the United States government, the state of Washington, or any incorporated city, town, county, township, irrigation district, reclamation district, or other municipal or political corporation or subdivision of this state;
- (2) Officers of a court when they are acting within the scope of their office;

- (3) Public utilities operating under the regulations of the utilities and transportation commission in construction, maintenance, or development work incidental to their own business;
- (4) Any construction, repair, or operation incidental to the discovering or producing of petroleum or gas, or the drilling, testing, abandoning, or other operation of any petroleum or gas well or any surface or underground mine or mineral deposit when performed by an owner or lessee;
- (5) The sale of any finished products, materials, or articles of merchandise that are not fabricated into and do not become a part of a structure under the common law of fixtures;
- (6) Any construction, alteration, improvement, or repair of personal property performed by the registered or legal owner, or by a mobile/manufactured home retail dealer or manufacturer licensed under chapter 46.70 RCW who shall warranty service and repairs under chapter 46.70 RCW;
- (7) Any construction, alteration, improvement, or repair carried on within the limits and boundaries of any site or reservation under the legal jurisdiction of the federal government;
- (8) Any person who only furnished materials, supplies, or equipment without fabricating them into, or consuming them in the performance of, the work of the contractor;
- (9) Any work or operation on one undertaking or project by one or more contracts, the aggregate contract price of which for labor and materials and all other items is less than five hundred dollars, such work or operations being considered as of a casual, minor, or inconsequential nature. The exemption prescribed in this subsection does not apply in any instance wherein the work or construction is only a part of a larger or major operation, whether undertaken by the same or a different contractor, or in which a division of the operation is made into contracts of amounts less than five hundred dollars for the purpose of evasion of this chapter or otherwise. The exemption prescribed in this subsection does not apply to a person who advertises or puts out any sign or card or other device which might indicate to the public that he or she is a contractor, or that he or she is qualified to engage in the business of contractor;
- (10) Any construction or operation incidental to the construction and repair of irrigation and drainage ditches of regularly constituted irrigation districts or reclamation districts; or to farming, dairying, agriculture, viticulture, horticulture, or stock or poultry raising; or to clearing or other work upon land in rural districts for fire prevention purposes; except when any of the above work is performed by a registered contractor;
- (11) An owner who contracts for a project with a registered contractor, except that this exemption shall not deprive the owner of the protections of this chapter against registered and unregistered contractors. The exemption prescribed in this subsection does not apply to a person who performs the activities of a contractor for the purpose of leasing or selling improved property he or she has owned for less than twelve months;
- (12) Any person working on his or her own property, whether occupied by him or her or not, and any person working on his or her personal residence, whether owned by him or her or not but this exemption shall not apply to any person who performs the activities of a contractor on his or her own property for the purpose of selling, demolishing, or leasing the property;
- (13) An owner who performs maintenance, repair, and alteration work in or upon his or her own properties, or who uses his or her own employees to do such work;
- (14) A licensed architect or civil or professional engineer acting solely in his or her professional capacity, an electrician certified under the laws of the state of Washington, or a plumber certified under the laws of the state of Washington or licensed by a political subdivision of the state of Washington while operating within the boundaries of such political subdivision. The exemption provided in this subsection is applicable only when the person certified is operating within the scope of his or her certification;

- (15) Any person who engages in the activities herein regulated as an employee of a registered contractor with wages as his or her sole compensation or as an employee with wages as his or her sole compensation;
- (16) Contractors on highway projects who have been prequalified as required by RCW 47.28.070, with the department of transportation to perform highway construction, reconstruction, or maintenance work;
- (17) A mobile/manufactured home dealer or manufacturer who subcontracts the installation, set-up, or repair work to actively registered contractors. This exemption only applies to the installation, set-up, or repair of the mobile/manufactured homes that were manufactured or sold by the mobile/manufactured home dealer or manufacturer.

RCW 18.27.110: Building permits—Verification of registration required—Responsibilities of issuing entity—Penalties.

- (1) No city, town or county shall issue a construction building permit for work which is to be done by any contractor required to be registered under this chapter without verification that such contractor is currently registered as required by law. When such verification is made, nothing contained in this section is intended to be, nor shall be construed to create, or form the basis for any liability under this chapter on the part of any city, town or county, or its officers, employees or agents. However, failure to verify the contractor registration number results in liability to the city, town, or county to a penalty to be imposed according to *RCW 18.27.100(7)(a).
- (2) At the time of issuing the building permit, all cities, towns, or counties are responsible for:
 - (a) Printing the contractor registration number on the building permit; and
 - (b) Providing a written notice to the building permit applicant informing them of contractor registration laws and the potential risk and monetary liability to the homeowner for using an unregistered contractor.
- (3) If a building permit is obtained by an applicant or contractor who falsifies information to obtain an exemption provided under RCW 18.27.090, the building permit shall be forfeited.

RCW 18.27.010: Definitions.

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

- (1) (a) “Contractor” includes any person, firm, corporation, or other entity who or which, in the pursuit of an independent business undertakes to, or offers to undertake, or submits a bid to, construct, alter, repair, add to, subtract from, improve, develop, move, wreck, or demolish any building, highway, road, railroad, excavation or other structure, project, development, or improvement attached to real estate or to do any part thereof including the installation of carpeting or other floor covering, the erection of scaffolding or other structures or works in connection therewith, the installation or repair of roofing or siding, performing tree removal services, or cabinet or similar installation; or, who, to do similar work upon his or her own property, employs members of more than one trade upon a single job or project or under a single building permit except as otherwise provided in this chapter.
- (b) “Contractor” also includes a consultant acting as a general contractor.
- (c) “Contractor” also includes any person, firm, corporation, or other entity covered by this subsection (1), whether or not registered as required under this chapter or who are otherwise required to be registered or licensed by law, who offer to sell their property without occupying or using the structures, projects, developments, or improvements for more than one year from the date the structure, project, development, or improvement was substantially completed or abandoned. A person, firm, corporation, or other entity is not a contractor under this subsection (1)(c) if the person, firm, corporation, or other entity contracts with a registered general contractor and does not superintend the work.
- (2) “Department” means the department of labor and industries.

- (3) “Director” means the director of the department of labor and industries or designated representative employed by the department.
- (4) “Filing” means delivery of a document that is required to be filed with an agency to a place designated by the agency.
- (5) “General contractor” means a contractor whose business operations require the use of more than one building trade or craft upon a single job or project or under a single building permit. A general contractor also includes one who superintends, or consults on, in whole or in part, work falling within the definition of a contractor.
- (6) “Notice of infraction” means a form used by the department to notify contractors that an infraction under this chapter has been filed against them.
- (7) “Partnership” means a business formed under Title 25 RCW.
- (8) “Registration cancellation” means a written notice from the department that a contractor’s action is in violation of this chapter and that the contractor’s registration has been revoked.
- (9) “Registration suspension” means either an automatic suspension as provided in this chapter, or a written notice from the department that a contractor’s action is a violation of this chapter and that the contractor’s registration has been suspended for a specified time, or until the contractor shows evidence of compliance with this chapter.
- (10) “Residential homeowner” means an individual person or persons owning or leasing real property:
 - (a) Upon which one single-family residence is to be built and in which the owner or lessee intends to reside upon completion of any construction; or
 - (b) Upon which there is a single-family residence to which improvements are to be made and in which the owner or lessee intends to reside upon completion of any construction.
- (11) “Service,” except as otherwise provided in RCW 18.27.225 and 18.27.370, means posting in the United States mail, properly addressed, postage prepaid, return receipt requested, or personal service. Service by mail is complete upon deposit in the United States mail to the last known address provided to the department.
- (12) “Specialty contractor” means a contractor whose operations do not fall within the definition of “general contractor”. A specialty contractor may only subcontract work that is incidental to the specialty contractor’s work.
- (13) “Substantial completion” means the same as “substantial completion of construction” in RCW 4.16.310.
- (14) “Unregistered contractor” means a person, firm, corporation, or other entity doing work as a contractor without being registered in compliance with this chapter. “Unregistered contractor” includes contractors whose registration is expired, revoked, or suspended. “Unregistered contractor” does not include a contractor who has maintained a valid bond and the insurance or assigned account required by RCW 18.27.050, and whose registration has lapsed for thirty or fewer days.
- (15) “Unsatisfied final judgment” means a judgment or final tax warrant that has not been satisfied either through payment, court approved settlement, discharge in bankruptcy, or assignment under RCW 19.72.070.
- (16) “Verification” means the receipt and duplication by the city, town, or county of a contractor registration card that is current on its face, checking the department’s contractor registration database, or calling the department to confirm that the contractor is registered.



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Clark Public Health Approval

How to Apply for Approval of Your Application by Clark County Public Health.

Applicant: _____ Project: _____

Property Address: _____ Date of Notice: _____

Your development application requires the approval of Clark County Public Health. This form will explain that process.

How to Apply: You may apply for Public Health approval either online or in-person. Instructions and forms are available at <https://clark.wa.gov/public-health/land-development-review>. For best results, submit your entire application and everything requested by Public Health.

Why Do I Need This Approval?: Since the Town of Yacolt does not have public sewer, all development is served by septic systems. Public Health monitors all Yacolt projects to make sure that new septic systems comply with the Codes, and that existing systems would not be impaired by new projects.

The Yacolt Municipal Code (YMC 18) requires that all residential development applications in all zoning districts be approved by Clark Public Health. The Clark County Code (CCC 24.17) provides that all residential and non-residential development must be approved by Clark Public Health. (Industrial waste systems are approved by the Washington Department of Ecology.)

Your application was selected for review by Clark Public Health either because it requires a new septic system, or because it creates a potential impact on an existing system. Potential impacts are defined as any development that increases or potentially increases lot coverage, soil impacts, or demands on a septic system; or that potentially reduces the treatment or dispersal capabilities of a system or reserve area.

More Information: To learn more, you can visit the following online resources:

1. Town of Yacolt's Municipal Code: <https://www.codepublishing.com/WA/Yacolt/>.
2. Clark Public Health: <https://clark.wa.gov/public-health/site-septic-systems>.
3. Clark County Code 24.17: <https://www.codepublishing.com/WA/ClarkCounty/?clarkco24/clarkco2417/clarkco2417.html>.
4. For additional resources, see RCW 18.210 and WAC 246-272A.



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Notice of

Potential Lead-Based Paint Hazards

State Law Requirements for Projects Involving Pre-1978 Buildings.

Applicant: _____ Project: _____

Property Address: _____ Date of Notice: _____

Your project may be subject to Washington laws that regulate Lead-Based Paint. The laws apply to many projects on pre-1978 buildings where the work involves remodeling, repairs, electrical or plumbing work, paint prep, carpentry, or window replacement. This form will direct you to places where you can find more information about legal requirements that may apply to your project.

Department of Commerce Regulations: The Washington State Department of Commerce regulates certification, enforcement and compliance for businesses and individuals who are required to use lead-safe work practices when working on pre-1978 homes and other buildings.

Commerce oversees two programs related to lead-based paint. The first is called the “Renovation, Repair and Painting Program” (or RRP, for short). This program requires certified personnel and minimum work practice standards for certain remodeling, repair and painting activities that disturb lead-based paint in pre-1978 homes, childcare facilities and schools. You may be required to complete a Notification of Lead Abatement Activities Form on the Commerce website. (Some homeowners are not subject to the rules.)

The second program is called the “Lead-based Paint Activities program” (or LBP, for short). This program regulates work to permanently eliminate lead-based paint hazards. The rules govern inspections, risk assessments, lead abatement and clearance inspections.

Learn More: The Department of Commerce provides information and brochures about the programs online at <https://www.commerce.wa.gov/lead-based-paint/>. The website also provides contact information so that you can speak directly to a representative about your project.

More Information: To learn more, you can review the following online resources:

1. RCW 70A.420: <https://app.leg.wa.gov/RCW/default.aspx?cite=70A.420>.
2. WAC 365-230: <https://app.leg.wa.gov/WAC/default.aspx?cite=365-230>.