

**YARROW POINT  
TOWN COUNCIL MEETING AGENDA  
Tuesday, March 10, 2020  
7:00 p.m. at Town Hall**

*Welcome to your Town Council meeting. We are pleased that you have chosen to be here this evening and participate in your local government. Your participation is encouraged and valued. We're interested in hearing your comments and provide a time during the meeting called "appearances" for you to communicate with your elected representatives.*

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER:** Mayor Dicker Cahill

**COUNCIL ROLL CALL:** Carl Scandella, Stephan Lagerholm, Andy Valaas, Mary Elmore, and Steve Bush

**APPEARANCES:**

*Members of the public may speak concerning items that either are or are not on the agenda. The Council takes these matters under advisement. Officials and staff will assist you following the meeting if action is required. **Please state your name and address and limit comments to 3 minutes.***

**1. MINUTES:**

February 11, 2020 regular Council meeting

**2. CONSENT CALENDAR:**

*Consists of routine items for which Council discussion is not required. A Councilmember may request that an item be moved to Regular Business for discussion. Consent items are approved with one vote.*

**3. STAFF REPORTS:**

**REGULAR BUSINESS:**

**4. AB 20-07 – COVID-19 discussion**

**5. AB 20-08 – Public defender contract**

**6. AB 20-09 – Update on LPR cameras**

**7. AB 20-10 – Town entrance improvement project bids**

**8. MAYOR & COUNCIL REPORTS**

**9. ADJOURNMENT**

**TOWN OF YARROW POINT  
COUNCIL REGULAR MEETING MINUTES  
February 11, 2020  
7:00 pm**

The following is a summary of the proceedings and is not a verbatim transcript.

**CALL TO ORDER:**

Mayor Dicker Cahill called the meeting to order at 7:00 pm

**PRESENT:**

**Mayor:** Dicker Cahill

**Councilmembers:** Mary Elmore  
Stephan Lagerholm  
Steve Bush  
Andy Valaas  
Carl Scandella

**Staff:** Bonnie Ritter – Clerk-Treasurer  
Austen Wilcox – Deputy Clerk  
Mona Green – Town Planner  
Stacia Schroeder – Town Engineer  
Steve Wilcox – Town Building Official

**Guests:** Kyle Kolling – Clyde Hill Police Chief  
Dawn Hanson – Clyde Hill Police Lieutenant  
John Forba – PACE Engineers  
Carl Hellings – Planning Commissioner Chairman  
Trevor Dash – Planning Commissioner  
Amy Pellegrini – Planning Commissioner  
Chuck Hirsch – Planning Commissioner  
Jennifer Whittier – Planning Commissioner  
Debbie Prudden – Resident  
Brian Fish – Resident  
Leslie Schofield – Resident

Planning Commission Chairman Carl Hellings took rollcall of a quorum of the Planning Commission present at the meeting. The quorum of commissioners will constitute as their February Planning Commission meeting for the overview presentation to Council of their research into a potential private property tree code.

**APPEARANCES:**

None.

## **1. MINUTES:**

### **January 14, 2020 Regular Meeting**

**MOTION:** Councilmember Valaas moved to approve the regular meeting minutes of January 14, 2020. Councilmember Scandella seconded the motion.

**VOTE:** 4 For, 0 Against, Councilmember Lagerholm abstained. Motion carried.

## **2. CONSENT CALENDAR:**

Mayor Cahill discussed specific line items on the Consent Calendar.

Council questioned another purchase of MuttMitt dog bags. Mayor Cahill replied that the Town is going through them quickly necessitating the need to purchase them often.

Councilmember Bush noted that he will research the town's use of Amazon Web Services for backups to see if there is a way to lower the associated costs.

Staff will follow up with Iron Creek Construction to haul away a piece of construction equipment left near the job site of the recent section of new paved pathway along 92<sup>nd</sup> Ave NE.

**MOTION:** Councilmember Valaas moved to approve the Consent Calendar including the Payment Approval Report dated 2/5/2020 approving payments as shown totaling \$72,019.35 plus payroll, benefits, and tax expenses of \$27,433.64 as shown on the attached payroll and benefits reports for a grand total of \$99,452.99. Councilmember Elmore seconded the motion.

**VOTE:** 5 For, 0 Against, 0 Abstain. Motion carried.

## **3. STAFF REPORTS:**

**A. Police Report:** Chief Kolling and Lieutenant Dawn Hanson provided a report of January police activity. There was some crime on the south end of the point including a mailbox theft on 92<sup>nd</sup> Ave NE.

Mayor Cahill informed Council that he will set up a time with Clyde Hill Police to discuss their reporting procedures upon their request to review additional detail in the Council reports.

Chief Kolling noted that he and his department are working on new reporting procedure format for the Council packet police activity summaries.

### **B. Town Engineer Report:**

#### **Morningside Park Children's Play Area**

The Morningside Park Children's Play Area is complete. Ms. Schroeder received the approved Affidavit of Prevailing Wages Paid from K-A General Construction on January 3, 2020, and shortly thereafter submitted the Notice of Completion. She has received 2 of the 3 government signoffs needed to release retainage. It may take an additional 60 days to obtain the remaining release paperwork.

### 2019 NE 42<sup>nd</sup> Street/ 91<sup>st</sup> Ave NE Stormwater Upsizing & UGC Project

The 2019 NE 42<sup>nd</sup> Street/ 91<sup>st</sup> Ave NE Stormwater Upsizing & UGC Project is underway. Our design team met with: 1.) the City of Bellevue's civil design consultant on January 14, 2020, to address the water main alignment versus the joint utility trench for 91<sup>st</sup> Ave NE and 2.) Puget Sound Energy on January 23, 2020, to address updating the plans and contract documents from 2016. The City of Bellevue anticipates completing their design in the next couple weeks and going out to bid shortly thereafter. The Town's civil consultant, Gray & Osborne is on standby. Ms. Schroeder noted the anticipated timeline for construction and associated costs.

Council discussed timeline of CIP projects, associated costs, and planning processes.

Councilmember Lagerholm requested an update on the NE 42<sup>nd</sup> St City of Bellevue's pump station that overflowed. Ms Schroeder responded noting that it was due to an issue with Bellevue's own system, not Yarrow Point or relating to the improvements made by the town in this area. Council requested to have an update on the fecal matter/water cleanliness and staff will follow up with Bellevue to get a report. Ms. Schroeder also mentioned that she did a visual inspection around town during the recent heavy rains and noted no visible issues aside from a couple of resident complaints from private properties.

### 2019 Year End Financials

Clerk-Treasurer Ritter gave an update and review on the 2019 year end financials. The Council will review the annual report at the regular May Council meeting for approval prior to the submission to the State Auditor.

### **REGULAR BUSINESS:**

#### **4. AB 20-04: PACE – 2019 SWMP Update Presentation**

John Forba from PACE Engineers and project manager for the Yarrow Point storm water gave a report to Council.

#### Background:

PACE Engineers was retained in January 2019 to update the Town's 2008 Stormwater Management Plan. Their scope of work included the following tasks:

- Background Review/ Update Existing Data;
- Hydrologic/ Hydraulic Modeling;
- Water Quality Analysis; and
- Capital Improvement Program.

Mr. Forba explained their processes for assessing the town's stormwater system and their proposal procedures by using modeling to make repairs. He shared their current status of the project and anticipated timeline for completion. A full report is expected to be presented in the April Council packet. Council requested a description of the issue for each identified problem area in the report.

Engineer Schroeder referenced the town's Stormwater Utility board that has been involved in the process of the report and have reviewed the draft.

Final recommendations include 11 capital improvement projects (CIPs) and 3 programmatic projects. The estimated total cost for all CIPs is ~\$1.365 million and they are prioritized on the exhibit. The programmatic projects can be done as time and budget allow. They include adopting the latest Department of Ecology Stormwater Management Manual, updating the Town's stormwater standard plans and notes, and developing a system to inventory all private stormwater detention facilities in the town to ensure timely maintenance is being performed.

#### **5. AB 20-05: Tree Regulations Discussion**

Planning Commission Chairman Hellings presented an overview and research done to date by the Planning Commission into a potential private property tree code with the Council. Mr. Hellings referenced the outline provided by the Planning Commission in the Council packet. The Planning Commission is asking for Council consideration and feedback on framework presented and outlined in the document included in the Council packet. He referenced some of the different aspects the Planning Commission has been reviewing:

- Maintaining character of Yarrow Point
- Resident comments & input
- Research of codes from other jurisdictions
- Creation of draft code language
- Classification of a "significant tree"
- Tree preservation measures
- Mitigation/ replacement tree types
- Wildlife protection
- Permitting process & notification to surrounding neighbors of tree removal
- Clearcutting
- Penalties
- Damage done to trees by construction projects

Council discussed the reasoning and intent for the Planning Commission's assignment to research a private property tree code. Council referenced the tree canopy assessment done in recent years.

Mr. Hellings noted there are many different aspects, issues, and considerations into a tree code the Planning Commission has encountered. There is strong resident feedback on both sides and finding a balance is difficult.

Council addressed the following considerations:

- 18" in diameter for a "significant tree" classification may be too large
- The testing of draft tree code language against lots and reviewing the outcomes
- Replacement of 5 trees depending on lot size may be excessive

- There are many aspects to consider regarding a type of replacement tree that need to be examined; native or non-native. In some cases, a non-native tree may be more suitable.
- A significant tree that is diseased and necessitates the need for removal: Would a property owner be required to replant in that situation?
- The option of increasing building permit costs for tree assessment to protect trees.

Public comment period opened at 9:04pm:

Debbie Prudden resident at 3805 94<sup>th</sup> Ave NE. described trees on her property noting that she is against a tree code and suggests a view code. She said that a tree code would target lots that have lots of trees over lots that do not. Ms. Prudden requests that the number of mitigation trees should be reduced in the current overview presented by the Planning Commission and that property values could diminish due to a tree code.

The Planning Commission requests a joint Council/Planning Commission study session. Staff will schedule an upcoming study session.

Leslie Schofield resident at 8901 NE 36<sup>th</sup> St stated that she believes a tree code could be reasonable. She has concerns over clear cutting; some trees could be saved.

Public comment period closed at 9:11pm:

**6. AB 20-06: Town Donation Requirements Discussion**

At Council request, this topic is on the agenda for discussion and possible direction to staff to initiate contribution to the ARCH (A Regional Coalition for Housing) Trust Fund.

The areas of town public donation funds were discussed:

- ARCH
- 4<sup>th</sup> of July
- Wetherill

Mayor Cahill discussed past history of the Town's donations to ARCH and their process for requesting funds and authorization to use them.

Council requested that the staff distribute public awareness regarding the Town's donation to ARCH.

**7. MAYOR AND COUNCIL REPORTS:**

Mayor Cahill gave an update on the current status of the two approved security cameras. A public policy and outreach campaign is still being worked out. Mayor Cahill will get a timeline from Flock Safety on their installation.

Councilmember Bush

Councilmember Bush shared that he feels project updates can get missed in between meetings. He requests updates for items that have been discussed in the past that need updates. Mayor and staff will work together to provide more updates in Council packets

going forward on ongoing projects. Mayor Cahill will also prioritize a project list with Council.

**8. ADJOURNMENT:**

MOTION: Councilmember Bush moved to adjourn the meeting at 9:52 pm. Councilmember Valaas seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

APPROVED:

ATTEST:

\_\_\_\_\_  
Dicker Cahill, Mayor

\_\_\_\_\_  
Bonnie Ritter, Clerk-Treasurer

DRAFT

**Business of The Town Council  
Town of Yarrow Point, WA**

Consent Calendar  
March 10, 2020

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Consent Calendar	<b>Proposed Council Action:</b> Approve Consent Calendar
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Presented by: Clerk-Treasurer

Exhibits: Consent Calendar Items

**Summary:**

The Consent Calendar consists of items considered routine for which a staff recommendation has been prepared, and for which Council discussion is not required. A council member may request that an item be removed from the Consent Calendar and placed under Regular Business for discussion. Items on the Consent Calendar are voted upon as a block and approved with one vote.

The following documents are included in this section:

- Payment Approval Report
- Town Attorney invoice: January
- Building Official Invoice: February
- Engineer Invoice: February
- Planner Invoice: February

**Recommended Action:**

Move To: Approve the Consent Calendar as presented including the Payment Approval Report dated 03/04/2020 approving payments as shown totaling **\$40,828.94**, plus payroll, benefits, and tax expenses of **\$27,378.08** as shown on the attached payroll & benefits report for a total of **\$68,207.02**.

Vendor	Vendor Name	Invoice Number	Description	Amount Paid	YTD Payments
<b>Banner Bank</b>					
700	Banner Bank	021620	Office Supplies	341.07	
700	Banner Bank	021620	Chair for Clerk	274.99	
700	Banner Bank	021620	Austen Clerks School 650; Ritter Ann Rept 160	810.00	
700	Banner Bank	021620	GoDaddy-website; AmazonWebServices	989.35	
700	Banner Bank	021620	Plants and gloves	147.74	
700	Banner Bank	021620	Constant Contact	49.51	
700	Banner Bank	021620	Cell phones	284.28	
700	Banner Bank	021620	Messenger service for variance	65.00	6,103.92
Total Banner Bank:				2,961.94	
<b>CASELLE, INC.</b>					
1300	CASELLE, INC.	100361	Contract support and maint - March	709.50	2,778.50
Total CASELLE, INC.:				709.50	
<b>CITY OF BELLEVUE -UTILITY</b>					
7	CITY OF BELLEVUE -UTIL	0220	Sewer and Water	301.92	301.92
Total CITY OF BELLEVUE -UTILITY:				301.92	
<b>Comcast</b>					
301	Comcast	021520	Internet and fax line	218.81	663.10
Total Comcast:				218.81	
<b>Comcast Business- VoiceEdge</b>					
1374	Comcast Business- VoiceE	0220	Town Phone System	244.75	489.50
Total Comcast Business- VoiceEdge:				244.75	
<b>CRYSTAL AND SIERRA SPRINGS</b>					
1046	CRYSTAL AND SIERRA S	021520	Town Hall water cooler	55.08	108.53
Total CRYSTAL AND SIERRA SPRINGS:				55.08	
<b>DIGITAL REPROGRAPHICS</b>					
256	DIGITAL REPROGRAPHIC	502370	February Council packets and plat copies	309.99	1,570.95
Total DIGITAL REPROGRAPHICS:				309.99	
<b>ISOutsource</b>					
1301	ISOutsource	2236211	Check with backups and AWS	515.20	
1301	ISOutsource	CW236805	Stacia mouse problem	55.20	
1301	ISOutsource	CW236805	Monthly assessment billing	55.00	1,359.72
Total ISOutsource:				625.40	
<b>K-A General Const. Contractor, LLC</b>					
306	K-A General Const. Contra	0220	Retainage on Playground Project	8,411.10	8,411.10
Total K-A General Const. Contractor, LLC:				8,411.10	
<b>King County Treasurer</b>					
9042	King County Treasurer	2020	King Cons Dist. Tax on town-owned parcels	211.00	
9042	King County Treasurer	2020	King Cons. Dist. tax on Wetherill parcels	39.35	250.35

Vendor	Vendor Name	Invoice Number	Description	Amount Paid	YTD Payments
Total King County Treasurer:				250.35	
<b>KIRKLAND MUNICIPAL COURT</b>					
111	KIRKLAND MUNICIPAL C	JAN20YPT	Court Costs	33.23	65.72
Total KIRKLAND MUNICIPAL COURT:				33.23	
<b>MONA H. GREEN</b>					
219	MONA H. GREEN	20523	Building permits	168.75	
219	MONA H. GREEN	20523	Pre-applications	33.75	
219	MONA H. GREEN	20523	Site development	202.50	
219	MONA H. GREEN	20523	Variances	1,215.00	
219	MONA H. GREEN	20523	Shoreline Sub Development	438.75	
219	MONA H. GREEN	20523	Miscellaneous	978.75	9,348.75
Total MONA H. GREEN:				3,037.50	
<b>MUNICIPAL PERMIT SERVICE, LLC</b>					
350	MUNICIPAL PERMIT SER	0220	Building permit inspections	1,016.69	
350	MUNICIPAL PERMIT SER	0220	Mechanical-Plumbing permit inspections	802.54	
350	MUNICIPAL PERMIT SER	0220	Plan reviews	4,187.50	10,367.54
Total MUNICIPAL PERMIT SERVICE, LLC:				6,006.73	
<b>Northern Waters</b>					
304	Northern Waters	57289	Backflow test and report - Town Hall	75.00	75.00
Total Northern Waters:				75.00	
<b>NORTHWEST CIVIL SOLUTIONS</b>					
450	NORTHWEST CIVIL SOLU	0220	Morningside Park Playground	125.00	
450	NORTHWEST CIVIL SOLU	0220	42nd-91st Stormwater Upsizing and UGC Proj.	531.25	
450	NORTHWEST CIVIL SOLU	0220	Update Comp Stormwater Mgmt Plan	5,218.75	
450	NORTHWEST CIVIL SOLU	0220	Site Development	2,062.50	
450	NORTHWEST CIVIL SOLU	0220	Right of Way Use Permits	375.00	
450	NORTHWEST CIVIL SOLU	0220	General Administration	1,781.25	14,375.00
Total NORTHWEST CIVIL SOLUTIONS:				10,093.75	
<b>Ogden Murphy Wallace</b>					
1390	Ogden Murphy Wallace	834810	Clerk	230.00	
1390	Ogden Murphy Wallace	834810	Land Use	607.50	5,343.90
Total Ogden Murphy Wallace:				837.50	
<b>Pace Engineers, INC.</b>					
1152	Pace Engineers, INC.	84392	Stormwater Mgmt Plan Update	750.50	750.50
Total Pace Engineers, INC.:				750.50	
<b>PRO-VAC</b>					
1379	PRO-VAC	63921	Clean and jet catch basins at 92nd and 40th	1,875.50	1,875.50
Total PRO-VAC:				1,875.50	
<b>PUGET SOUND ENERGY</b>					
604	PUGET SOUND ENERGY	0220	Town Hall Service	273.43	

Vendor	Vendor Name	Invoice Number	Description	Amount Paid	YTD Payments
604	PUGET SOUND ENERGY	0220	Street lights	766.96	2,128.33
Total PUGET SOUND ENERGY:				1,040.39	
<b>Regional Animal Services of KC</b>					
283	Regional Animal Services o	207534	Pet license pass through	15.00	15.00
Total Regional Animal Services of KC:				15.00	
<b>SEA-TAC SWEEPING SERVICE</b>					
46	SEA-TAC SWEEPING SE	51899	Street cleaning	317.50	
46	SEA-TAC SWEEPING SE	51899	Street cleaning	317.50	1,270.00
Total SEA-TAC SWEEPING SERVICE:				635.00	
<b>Stewart MacNichols Harmell, Inc., P.S.</b>					
1384	Stewart MacNichols Harme	01022020	Public Defender Services - January	250.00	250.00
Total Stewart MacNichols Harmell, Inc., P.S.:				250.00	
<b>Tree133 LLC</b>					
314	Tree133 LLC	439	Create wildlife habitat snag & hazard pruning	2,090.00	2,090.00
Total Tree133 LLC:				2,090.00	
Grand Totals:				40,828.94	

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Vendor	Vendor Name	Invoice Number	Description	Amount Paid	YTD Payments
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Certification of the Consent Calendar as presented including the Payment Approval Report dated 02/05/2020 approving payments as shown totaling \$40,828.94, plus payroll, tax, and benefit expenses of \$27,378.08, as shown on the attached payroll & tax and benefits report for a grand total of \$68,207.02.

I, the undersigned, do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against the Town of Yarrow Point, and that I am authorized to authenticate and certify to said claim.

Clerk/Treasurer: Bonnie Ritter \_\_\_\_\_

Dated: March 10, 2020

Mayor Dicker Cahill: \_\_\_\_\_

Councilmember Steve Bush: \_\_\_\_\_

Councilmember Mary Elmore: \_\_\_\_\_

Councilmember Stephan Lagerholm: \_\_\_\_\_

Councilmember Carl Scandella: \_\_\_\_\_

Councilmember Andy Valaas: \_\_\_\_\_

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## Report Criteria:

Computed checks included  
 Manual checks included  
 Supplemental checks included  
 Termination checks included  
 Transmittal checks included  
 Void checks included

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
02/29/2020	CDPT		0	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security P	001-2200000	41.34-
02/29/2020	CDPT		0	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compens	001-2200000	220.97-
02/29/2020	CDPT		0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fa	001-2200000	82.69-
02/29/2020	PC	02/29/2020	22020	Lovas, Istvan	9002		999-1010110	4,239.32-
02/29/2020	PC	02/29/2020	22021	Wilcox, Austen	9037		999-1010110	3,337.84-
02/29/2020	PC	02/29/2020	22022	Ritter, Bonnie	9041		999-1010110	5,187.73-
02/29/2020	PC	02/29/2020	22023	Cahill, Richard	9030			
02/29/2020	CDPT	02/20/2020	2202020	Association of Washington Cities	9	Health and Dental Insurance Insu	001-2200000	825.21-
02/29/2020	CDPT	02/20/2020	2202020	Association of Washington Cities	9	Health and Dental Insurance Hea	001-2200000	2,275.20-
02/29/2020	CDPT	02/20/2020	2202020	Association of Washington Cities	9	Health and Dental Insurance Den	001-2200000	164.37-
02/29/2020	CDPT	02/20/2020	2202020	Association of Washington Cities	9	Health and Dental Insurance Visi	001-2200000	36.06-
02/29/2020	CDPT	02/20/2020	2202021	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	1,415.78-
02/29/2020	CDPT	02/20/2020	2202021	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	2,304.70-
02/29/2020	CDPT	02/20/2020	2202022	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,281.62-
02/29/2020	CDPT	02/20/2020	2202022	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,281.62-
02/29/2020	CDPT	02/20/2020	2202022	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	299.74-
02/29/2020	CDPT	02/20/2020	2202022	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	299.74-
02/29/2020	CDPT	02/20/2020	2202022	Federal Tax	2	941 Taxes Federal Withholding T	001-2200000	4,084.15-
Grand Totals:			<u>15</u>					<u>27,378.08-</u>



OGDEN MURPHY WALLACE, PLLC  
901 FIFTH AVENUE, SUITE 3500  
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F 206 447.0215

OMWLAW.COM

**SCOTT M. MISSALL**  
206.515.2241  
smissall@omwlaw.com

February 12, 2020

VIA EMAIL ONLY TO  
clerk-treasurer@yarrowpointwa.gov

Bonnie Ritter  
Clerk Treasurer  
Town of Yarrow Point  
4030 95<sup>th</sup> Ave. N.E.  
Yarrow Point, WA 98004

Re: *Legal Services; Monthly Invoice*

Dear Bonnie:

This letter transmits our invoices for work performed in the month of January. The total amount for new work performed is \$837.50. Unpaid invoices from last month total \$207.50, for a total amount due of ~~\$1,045.00~~. You will find a remittance form on the last page of each invoice, but you may send a single check for the total amount. PAID

Please let me know if you have any questions, and thank you for seeking our assistance.

Sincerely,  
**OGDEN MURPHY WALLACE, P.L.L.C.**

Scott M. Missall, Town Attorney

SXM:lx  
Enclosures



OGDEN MURPHY WALLACE, PLLC  
901 FIFTH AVENUE, SUITE 3500  
SEATTLE, WA 98164-2008

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OMWLAW.COM

February 11, 2020

Town of Yarrow Point  
Attn: Richard Cahill, Mayor  
4030 95th Ave. NE  
Yarrow Point, WA 98004

Invoice No. 834810  
Client No. 05716  
Matter No. 000001  
Billing Attorney: SXM

### INVOICE SUMMARY

For professional services rendered through January 31, 2020:

RE: Clerk/Treasurer

Professional Services	\$ 230.00
Total Reimbursable Costs	<u>    \$ .00</u>
<b>TOTAL THIS INVOICE</b>	<b><u>    \$ 230.00</u></b>
Previous Balance	<u>    \$ 77.50</u> Pd
<b>TOTAL BALANCE DUE</b>	<b><u>    \$ 307.50</u></b>

OGDEN MURPHY WALLACE, P.L.L.C.

Client No. 05716  
Matter No. 000001

February 11, 2020  
Invoice No. 834810

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Atty</b>	<b>Description of Service</b>	<b>Hours</b>	<b>Amount</b>
1/07/20	SXM	Emails with B. Ritter regarding indigent defense contract; Check with E. Miner regarding same	.10	32.50
1/07/20	EFM	Respond to B. Ritter question regarding public defense contract	.10	22.50
1/10/20	SXM	Review Council agenda for 1.14 meeting	.10	32.50
1/13/20	EFM	Review January agenda packet; Emails with A. Wilcox regarding same	.20	45.00
1/15/20	SXM	Email to B. Ritter and Mayor regarding Freedom Foundation PRA request	.30	97.50
<b>TOTAL PROFESSIONAL SERVICES</b>				<b>\$ 230.00</b>

**SUMMARY OF PROFESSIONAL SERVICES**

<b>Name</b>	<b>Atty</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>
Missall, Scott	SXM	325.00	.50	162.50
Miner, Emily	EFM	225.00	.30	67.50
<b>TOTALS</b>			<b>.80</b>	<b>\$ 230.00</b>

**TOTAL THIS INVOICE \$ 230.00**

OGDEN MURPHY WALLACE, P.L.L.C.

Client No. 05716  
Matter No. 000001

February 11, 2020  
Invoice No. 834810

PREVIOUS BALANCE DETAIL

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
834025	1/09/20	77.50	.00	77.50

Previous Balance

Balance Due This Invoice

**TOTAL BALANCE DUE**

~~\$ 77.50~~ Pd

\$ 230.00

~~\$ 307.50~~



OGDEN MURPHY WALLACE, PLLC  
901 FIFTH AVENUE, SUITE 3500  
SEATTLE, WA 98164-2008

T 206.447.7000  
F 206 447.0215

OMWLAW.COM

February 11, 2020

Town of Yarrow Point  
Attn: Richard Cahill, Mayor  
4030 95th Ave. NE  
Yarrow Point, WA 98004

Invoice No. 834811  
Client No. 05716  
Matter No. 000004  
Billing Attorney: SXM

### INVOICE SUMMARY

For professional services rendered through January 31, 2020:

RE: Land Use

Professional Services  
Total Reimbursable Costs

\$ 607.50  
    \$ .00

**TOTAL THIS INVOICE**

**\$ 607.50**

Previous Balance

\$ 130.00

**TOTAL BALANCE DUE**

~~\$ 737.50~~

*Pd*

Client No. 05716  
 Matter No. 000004

February 11, 2020  
 Invoice No. 834811

**PROFESSIONAL SERVICES**

<b>Date</b>	<b>Atty</b>	<b>Description of Service</b>	<b>Hours</b>	<b>Amount</b>
1/02/20	SXM	Confer with E. Miner regarding NOV status and communication with WCIA contact	.10	32.50
1/06/20	EFM	Email C. Brown regarding Gontmakher code violation	.20	45.00
1/08/20	EFM	Call with C. Brown to discuss Gontmakher NOV	.30	67.50
1/09/20	EFM	Call with WCIA to discuss Gontmakher NOV; Confer with S. Missall regarding same; Update email to D. Cahill; Call with M. Walters regarding same	.80	180.00
1/10/20	SXM	Review email regarding former Gontmahker citation and status	.10	32.50
1/15/20	SXM	Review email from Mayor regarding Gontmakher chronology; Review email from M. Walter regarding WCIA pre-defense review; Confer with E. Miner	.30	97.50
1/15/20	EFM	Email to D. Cahill regarding meeting with WCIA attorney regarding Gontmakher NOV	.10	22.50
1/27/20	SXM	Review and respond to email from A. Wilcox regarding attendance at 3 upcoming Hearing Examiner hearings; Emails with M. Green regarding same	.30	97.50
1/28/20	SXM	Emails with Mayor regarding upcoming Hearing Examiner cases	.10	32.50
<b>TOTAL PROFESSIONAL SERVICES</b>				<b>\$ 607.50</b>

**SUMMARY OF PROFESSIONAL SERVICES**

<b>Name</b>	<b>Atty</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>
Missall, Scott	SXM	325.00	.90	292.50
Miner, Emily	EFM	225.00	1.40	315.00
<b>TOTALS</b>			<b>2.30</b>	<b>\$ 607.50</b>

**TOTAL THIS INVOICE \$ 607.50**

OGDEN MURPHY WALLACE, P.L.L.C.

Client No. 05716  
Matter No. 000004

February 11, 2020  
Invoice No. 834811

PREVIOUS BALANCE DETAIL

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
834028	1/09/20	130.00	.00	130.00

Previous Balance

~~\$ 130.00~~ Pd

Balance Due This Invoice

\$ 607.50

**TOTAL BALANCE DUE**

~~\$ 737.50~~

**Yarrow Point Building Official and Administration Services Invoice  
February 2020**

**Steven R. Wilcox**  
Municipal Permit Services, LLC  
109 NW 112th. NW Seattle, WA 98177  
**EIN: 77-0688460 UBI: 602719863**

Activity Type:		Building Official (104 000 000 559 60 48 00)									
Date	Job Function	Name	Description of Work	Permit Type	Permit #	Hours	Travel Time (Round Trip)	Mileage (Round Trip at .575/mile)	Rate	Total Charge	
						0.00	0.00	0.00	\$ 125.00	\$ -	\$ -
<b>Activity Total for Building Official (104 000 000 559 60 48 00)</b>											<b>\$ -</b>

Activity Type: **Inspections**

Date	Job Function	Name	Description of Work	Permit Type	Permit #	Hours	Travel Time (Round Trip)	Mileage (Round Trip at .575/mile)	Charge	Total Charge
2/3/20	Inspection	Canlis; 4605 91st, Ave. NE	Gas piping and pressure test	Plumbing	18-7854	0.75	0.00	6.00	\$ 125.00	\$ 97.20
2/4/20	Inspection	Zhu; 4416 95th Ave. NE	Pre-construction meeting	Building	19-8076	0.50	0.00	6.00	\$ 125.00	\$ 65.95
2/6/20	Inspection	Smith; 4670 95th Ave. NE	Inspect shower pan. Investigation into potential leak damage. One pan failed	Plumbing	19-8051	0.75	0.00	3.00	\$ 125.00	\$ 95.48

2/6/20	Inspection	Dreizin; 4436 95th Ave. NE	Partial shower pan	Plumbing	19-8047	0.50	0.00	\$ 125.00	3.00	1.73	\$	64.23
2/7/20	Inspection	Buchan; 4224 91st. Ave. NE	Shower pan	Plumbing	20-8103	0.50	0.00	\$ 125.00	3.00	1.73	\$	64.23
2/7/20	Inspection	Vigneault; 3827 94th Ave. NE	Partial framing and energy code - window u-value. Failed	Building	19-7921	1.25	0.00	\$ 125.00	3.00	1.73	\$	157.98
2/10/20	Inspection	Vigneault; 3827 94th Ave. NE	Partial framing.	Building	19-7921	0.50	0.00	\$ 125.00	6.00	3.45	\$	65.95
2/11/20	Inspection	Chinn; 9001 NE 37th PI	Final mechanical. Failed	Mechanical	19-7935	0.50	0.00	\$ 125.00	6.00	3.45	\$	65.95
2/11/20	Inspection	Chinn; 9001 NE 37th PI	Plumbing final. Failed	Plumbing	19-7981	0.25	0.00	\$ 125.00	0.00	0.00	\$	31.25
2/11/20	Inspection	Chinn; 9001 NE 37th PI	Building pre-final walk-through with contractor and owner	Building	18-7875	0.25	0.00	\$ 125.00	0.00	0.00	\$	31.25
2/12/20	Inspection	Chinn; 9001 NE 37th PI	Final gas piping. Close out	Plumbing	19-7936	0.25	0.00	\$ 125.00	6.00	3.45	\$	34.70
2/12/20	Inspection	Chinn; 9001 NE 37th PI	Final mechanical. Close out	Mechanical	19-7935	0.50	0.00	\$ 125.00	0.00	0.00	\$	62.50
2/12/20	Inspection	Chinn; 9001 NE 37th PI	Final building. Close out. CO needed	Building	18-7875	0.50	0.00	\$ 125.00	0.00	0.00	\$	62.50
2/12/20	Inspection	Chinn; 9001 NE 37th PI	Final plumbing. Close out	Plumbing	19-7991	0.25	0.00	\$ 125.00	0.00	0.00	\$	31.25
2/12/20	Inspection	Chinn; 9001 NE 37th PI	Final gas piping. Close out	Plumbing	19-7981	0.25	0.00	\$ 125.00	0.00	0.00	\$	31.25
2/13/20	Inspection	Vigneault; 3827 94th Ave. NE	Framing. Completed	Building	19-7921	3.00	0.00	\$ 125.00	6.00	3.45	\$	378.45
2/18/20	Inspection	Zhu; 4416 95th Ave. NE	Footing. Failed	Building	19-8076	0.75	0.00	\$ 125.00	2.00	1.15	\$	94.90
2/18/20	Inspection	Canlis; 4605 91st, Ave. NE	Rough plumbing	Plumbing	19-7933	0.50	0.00	\$ 125.00	2.00	1.15	\$	63.65
2/18/20	Inspection	Smith; 4670 95th Ave. NE	Re-inspect shower pan	Plumbing	19-8051	0.50	0.00	\$ 125.00	2.00	1.15	\$	63.65

2/19/20	Inspection	Hart; 4639 92nd Ave. NE	Final furnace exchange. Close out	Mechanical	20-8107	0.75	0.00	\$ 125.00	6.00	3.45	\$ 97.20
2/20/20	Inspection	Zhu; 4416 95th Ave. NE	Partial deck footing with engineering	Building	19-8076	0.50	0.00	\$ 125.00	3.00	1.73	\$ 64.23
2/20/20	Inspection	Vigneault; 3827 94th Ave. NE	WSEC. Window and insulation	Building	19-7921	0.75	0.00	\$ 125.00	3.00	1.73	\$ 95.48

**Activity Total for Inspections (104 000 000 559 60 41 00)**

Activity

Type: **Plan Review**

Date	Job Function	Name	Description of Work	Permit Type	Permit #	Hours	Charge	(Round Trip at Charge	Mileage Charge	Total Charge
2/18/20	Plan Review	Mishra; 4412 95th Ave. NE	Second review. NSFR.	Building	19-8054	4	\$ 125.00	0.00	0 \$	500.00
2/18/20	Plan Review	Mishra; 4412 95th Ave. NE	Demo of existing residence	Demolition	19-8057	2	\$ 125.00	0.00	0 \$	250.00
2/18/20	Plan Review	Peters; 4652 95th Ave. NE	First review with comment letter	Demolition	20-8091	1	\$ 125.00	0.00	0 \$	125.00
2/18/20	Plan Review	Kirkdoffer; 4429 91st. Ave. NE	Boatlift and PWC Lift	Building	20-8102	0.75	\$ 125.00	0.00	0 \$	93.75
2/27/20	Plan Review	Peters; 4652 95th Ave. NE	First review with comment letter. NSFR. Architectural and structural reviews. Review over 2-weeks.	Building	20-8092	23	\$ 125.00	0.00	0 \$	2,875.00
2/28/20	Plan Review	Zhu; 4416 95th Ave. NE	Deck Revision. Structural. Includes 2-21-20 phone discusssion with the engineer	Building	19-8076	0.75	\$ 125.00	0.00	0 \$	93.75
2/28/20	Plan Review	Zhu; 4416 95th Ave. NE	Revisions to add retaining walls. First review with comment letter	Building	19-8076	0.5	\$ 125.00	0.00	0 \$	62.50
2/28/20	Plan Review	McGinnis; 3610 92nd Ave. NE	Demolition with new shop. Pre-application meeting document preparation, Meeting scheduled for 3-2-20	Building	20-8114	1.5	\$ 125.00	0.00	0 \$	187.50

**Activity Total for Plan Review (104 000 000 559 69 49 00) 33.50 \$ 125.00 \$ 4,187.50**

**Activity Type: Administrative Services**

Date	Job Function	Name	Description of Work	Hours	Charge	Total Charge
	Administrative Services		Invoice preparation	0.00	\$35.00	\$0.00

**Activity Total for Administrative Services \$0.00**

Activity Type:

**Activity Total for Administrative Services (no account number assigned) \$0.00**

Note: This invoice reflects 2020 IRS mileage rate of 57.5 cents/mile

**TOTAL \$ 6,006.73**

**Yarrow Point Invoice Detail**  
**February 2020**

Stacia K. Schroeder  
 Northwest Civil Solutions, LLC  
 14251 131st Avenue NE Kirkland, WA 98034  
 EIN: 26-4149507 UBI: 602-884-283

FUND: Capital Improvement		ACTIVITY TYPE: Morningside Park Children's Play Area		ACTIVITY CODE: XXXXX		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
2/6/20	Project Management	Town of Yarrow Point	Update status report	0.25	\$ 125.00	\$ 31.25
2/24/20	Project Management	Town of Yarrow Point	File final signoff from state; coord w/ contractor and staff Re: retainage release; prepare final status report	0.75	\$ 125.00	\$ 93.75
<b>Activity Subtotal for Town Engineer - Morningside Park</b>				<b>1.00</b>	<b>\$ 125.00</b>	<b>\$ 125.00</b>

FUND: Capital Improvement		ACTIVITY TYPE: Inventory & Map Private Detention Systems		ACTIVITY CODE: XXXXX		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
-	Administration	Town of Yarrow Point	-	0.00	\$ 125.00	\$ -
<b>Activity Subtotal for Town Engineer - Stormwater Utility Meetings and Rate Study</b>				<b>0.00</b>	<b>\$ 125.00</b>	<b>\$ -</b>

FUND: Capital Improvement		ACTIVITY TYPE: NE 42nd Street/ 91st Ave NE Stormwater Upsizing and UGC Project		ACTIVITY CODE: XXXXX		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
2/4/20	Administration	Town of Yarrow Point	discuss project status and email to Mayor Cahill; coord w/ G&O Kevin; send resident Teresa Ho contractor information for private UGC	0.75	\$ 125.00	\$ 93.75
2/5/20	Administration	Town of Yarrow Point	Coord w/ G&O Re: project status and engineer's estimate	1.00	\$ 125.00	\$ 125.00
2/6/20	Administration	Town of Yarrow Point	Prepare status report	0.50	\$ 125.00	\$ 62.50
2/21/20	Administration	Town of Yarrow Point	Review COB 90% plan set and coord w/ G&O	2.00	\$ 125.00	\$ 250.00
<b>Activity Subtotal for Town Engineer - NE 42nd Street</b>				<b>4.25</b>	<b>\$ 125.00</b>	<b>\$ 531.25</b>

FUND: Capital Improvement		ACTIVITY TYPE: Update TYP Comprehensive Stormwater Management Plan		ACTIVITY CODE: XXXXX		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
2/5/20	Administration	Town of Yarrow Point	Review items sent from PACE for council presentation; coord w/ staff on council packets	0.75	\$ 125.00	\$ 93.75
2/6/20	Administration	Town of Yarrow Point	Prepare status report and agenda bill AB 20-04	1.00	\$ 125.00	\$ 125.00
2/11/20	Administration	Town of Yarrow Point	Mtg w/ Mayor prior to council meeting Re: CIPs and PACE presentation	1.00	\$ 125.00	\$ 125.00
2/11/20	Administration	Town of Yarrow Point	Attend council meeting for PACE presentation	0.75	\$ 125.00	\$ 93.75

**Yarrow Point Invoice Detail**  
**February 2020**

Stacia K. Schroeder  
 Northwest Civil Solutions, LLC  
 14251 131st Avenue NE Kirkland, WA 98034  
 EIN: 26-4149507 UBI: 602-884-283

2/17/20 Administration	Town of Yarrow Point	SWMP Update - Town Engineer: Morning Review/ Afternoon Field Verification	8.50 \$	125.00 \$	1,062.50
2/18/20 Administration	Town of Yarrow Point	SWMP Update - Town Engineer: Morning Review/ Afternoon Field Verification	7.50 \$	125.00 \$	937.50
2/19/20 Administration	Town of Yarrow Point	SWMP Update - Town Engineer: Morning Review/ Afternoon Field Verification	8.50 \$	125.00 \$	1,062.50
2/20/20 Administration	Town of Yarrow Point	SWMP Update - Town Engineer: Morning Review/ Afternoon Field Verification	8.00 \$	125.00 \$	1,000.00
2/21/20 Administration	Town of Yarrow Point	SWMP Update - Town Engineer: Morning Review/ Afternoon Field Verification	2.50 \$	125.00 \$	312.50
2/24/20 Administration	Town of Yarrow Point	SWMP Update - Town Engineer: Overall Basin layout and pickups for Basin B: coord w/ PACE for meeting tomorrow	1.75 \$	125.00 \$	218.75
2/25/20 Administration	Town of Yarrow Point	Mtg w/ PACE in Kirkland Re: findings and updates required for final report	1.50 \$	125.00 \$	187.50
<b>Activity Subtotal for Town Engineer - SWMP</b>			<b>41.75 \$</b>	<b>125.00 \$</b>	<b>5,218.75</b>
<b>Activity Total for Capital Improvement Projects</b>			<b>47.00 \$</b>	<b>125.00 \$</b>	<b>5,875.00</b>

**Yarrow Point Invoice Detail**  
**February 2020**

Stacia K. Schroeder  
 Northwest Civil Solutions, LLC  
 14251 131st Avenue NE Kirkland, WA 98034  
 EIN: 26-4149507 UBI: 602-884-283

<b>Activity Type: Pre-Applications</b>						
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
1/9/20	Pre-application	Peters; 4652 95th Ave NE	Intake meeting	0.00	\$ 125.00	\$ -
				<b>0.00</b>	<b>\$ 125.00</b>	<b>\$ -</b>

<b>Activity Type: Plan Review (Boundary Line Adjustment/ Short Plat)</b>						
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
-	Plan Review	-	-	0.00	\$ 125.00	\$ -
				<b>0.00</b>	<b>\$ 125.00</b>	<b>\$ -</b>

<b>Activity Type: Plan Review/ Inspection - Site Development Permit</b>						
Date	Job Function	Name	Description of Work	Hours	Charge	Total Charge
2/3/20	Plan Review	Rademaker; 4419 95th Ave NE	Mtg w/ DowBuilt Re: permits required	0.75	\$ 125.00	\$ 93.75
2/4/20	Plan Review	Peters; 4652 95th Ave NE	Plan Review	4.50	\$ 125.00	\$ 562.50
2/4/20	Plan Review	Zhu; 4416 95th Ave NE	Pre-construction meeting	0.75	\$ 125.00	\$ 93.75
2/5/20	Plan Review	Mishra; 4412 95th Ave NE	Site Review #2; site visit to review runoff during rain storm	1.25	\$ 125.00	\$ 156.25
2/6/20	Plan Review	Mishra; 4412 95th Ave NE	Site Review #2; site visit to review runoff during rain storm	2.75	\$ 125.00	\$ 343.75
2/10/20	Plan Review	Mishra; 4412 95th Ave NE	Followup meeting at town hall w/ Tim - Contractor Re: sewer main location	0.75	\$ 125.00	\$ 93.75
2/18/20	Plan Review	Mishra; 4412 95th Ave NE	Followup meeting at town hall w/ Tim-Architect and Jeananne - Contractor Re: sewer main location	1.00	\$ 125.00	\$ 125.00
2/24/20	Plan Review	Rademaker; 4419 95th Ave NE	Plan review #1 and comments to applicant	2.00	\$ 125.00	\$ 250.00
2/26/20	Inspection	Craddock; 3798 94th Ave NE	Onsite for final; coord w/ agent Re: acces to stormwater control structure	0.75	\$ 125.00	\$ 93.75
2/26/20	Plan Review	Smith; 4670 95th Ave NE	Discussion w/ resident - Jason Smith Re: site plan revision to add turf	0.75	\$ 125.00	\$ 93.75

**Yarrow Point Invoice Detail**

**February 2020**

Stacia K. Schroeder  
 Northwest Civil Solutions, LLC  
 14251 131st Avenue NE Kirkland, WA 98034  
 EIN: 26-4149507 UBI: 602-884-283

2/27/20	Plan Review	Zhu; 4416 95th Ave NE	Review and approve site revision for northern portion and stepped area	19-8077	6047	0.50	\$	125.00	\$	62.50
2/28/20	Plan Review	Mishra; 4412 95th Ave NE	Impromptu mtg at town hall with Brent - architect Re: resubmittal of civil plans; final review and coord w/ austen for submittal	19-8055	6047	0.75	\$	125.00	\$	93.75
<b>Activity Subtotal for Plan Review - Site Development Permit</b>										
						<b>16.50</b>	<b>\$</b>	<b>125.00</b>	<b>\$</b>	<b>2,062.50</b>

**Yarrow Point Invoice Detail**  
**February 2020**

Stacia K. Schroeder  
 Northwest Civil Solutions, LLC  
 14251 131st Avenue NE Kirkland, WA 98034  
 EIN: 26-4149507 UBI: 602-884-283

<b>Activity Type: Permit Review/Inspection - Right of Way Use Permit(s)</b>						
Date	Job Function	Name	Description of Work	Hours	Charge	Total Charge
2/3/20	Plan Review	Comcast; 4238 95th Ave NE	Review and approve	0.75	\$ 125.00	\$ 93.75
2/7/20	Plan Review	Rensch; 9060 NE 41st Street	Meeting at Town Hall w/ resident and contractor Re: permits required	0.75	\$ 125.00	\$ 93.75
2/12/20	Plan Review	Rensch; 9060 NE 41st Street	Review and approve	0.75	\$ 125.00	\$ 93.75
2/20/20	Plan Review	Comcast; 9114 NE 32nd Street	Review and approve	0.75	\$ 125.00	\$ 93.75

**Activity Subtotal for Permit Review/Inspection - Right of Way Use Permit(s)**      **3.00**      **\$ 125.00**      **\$ 375.00**

**Activity Total for Pre-apps/Plan Reviews/ Permits/ Inspections**      **19.50**      **\$ 125.00**      **\$ 2,437.50**

**Yarrow Point Invoice Detail**

**February 2020**

Stacia K. Schroeder  
 Northwest Civil Solutions, LLC  
 14251 131st Avenue NE Kirkland, WA 98034  
 EIN: 26-4149507 UBI: 602-884-283

FUND: Unknown		Activity Type: General Administration		Invoice Code: Unknown		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
2/3/20	Administration	Town of Yarrow Point	92nd Ave NE pathway repair	0.75	\$ 125.00	\$ 93.75
2/5/20	Administration	Town of Yarrow Point	Drive town streets to observe flooding problems during prolonged rain storms; coord w/ Austen Re: drainage complaints; call Pro-Vac Re: plugged up storm line at SW corner of 4000 92nd Ave NE	1.50	\$ 125.00	\$ 187.50
2/5/20	Administration	Town of Yarrow Point	On-site to meet w/ resident 9013 NE 32nd St Re: stormwater; talk w/ Mayor and attorney Re: next steps to require system maintenance	2.00	\$ 125.00	\$ 250.00
2/6/20	Administration	Town of Yarrow Point	Coord w/ staff and COB Re: sewage spill at NE 42nd St pump station due to heavy rains	0.50	\$ 125.00	\$ 62.50
2/6/20	Administration	Town of Yarrow Point	Mtg w/ Contractor and resident 9013 NE 32nd St Re: stormwater	1.25	\$ 125.00	\$ 156.25
2/7/20	Administration	Town of Yarrow Point	Phone conversation w/ Judy Greestein Re: irrigation for permits to install water storage tanks	0.25	\$ 125.00	\$ 31.25
2/7/20	Administration	Town of Yarrow Point	9013 NE 32nd St - coord w/ Mayor and attorney Re: stormwater system maintenance; organize information for attorney to prepare draft letter to residents	3.50	\$ 125.00	\$ 437.50
2/11/20	Administration	Town of Yarrow Point	On-site mtg w/ PSE for 4208 94th Ave NE bore fix	0.75	\$ 125.00	\$ 93.75
2/13/20	Administration	Town of Yarrow Point	calls to/from resident 9013 NE 32nd St Re: stormwater	0.25	\$ 125.00	\$ 31.25
2/19/20	Administration	Town of Yarrow Point	On-site mtg w/ PSE for 4468 94th Ave NE bore fix	0.50	\$ 125.00	\$ 62.50
2/26/20	Administration	Town of Yarrow Point	Town Entry Project - Visit PSE transformer for photos of wrapping; coord w/ Austen Re: PSE contact info	0.50	\$ 125.00	\$ 62.50
2/26/20	Administration	Town of Yarrow Point	Mtg w/ Mona at Town Hall Re: 3407 92nd Ave NE variance	0.75	\$ 125.00	\$ 93.75
2/25/20	Administration	Town of Yarrow Point	Mtg at Town Hall w/ Austen and John McGlenn Re: 92nd entry landscape project; phasing and rebid	1.50	\$ 125.00	\$ 187.50
2/28/20	Administration	Town of Yarrow Point	Phone call and coord w/ John McGlenn and Austen Re: new bidding status for town hall entry project	0.25	\$ 125.00	\$ 31.25
<b>Activity Subtotal for General Administration</b>				<b>14.25</b>	<b>\$ 125.00</b>	<b>\$ 1,781.25</b>

**Yarrow Point Invoice Detail**

**February 2020**

Stacia K. Schroeder  
Northwest Civil Solutions, LLC  
14251 131st Avenue NE Kirkland, WA 98034  
EIN: 26-4149507 UBI: 602-884-283

**TOWN REIMBURSED ACTIVITIES**

Activity Total for Capital Improvement Projects	47.00	\$125.00	\$5,875.00
Activity Total for Applicant - Pre-apps/Plan Reviews/ Permits/ Inspections	19.50	\$ 125.00	\$2,437.50
Activity Total for Reimbursed Categories	66.50	\$ 125.00	\$8,312.50

**TOWN GENERAL ADMINISTRATION ACTIVITIES**

Activity Total for General Administration	14.25	\$125.00	\$1,781.25
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**TOWN TOTAL FOR ALL ACTIVITIES**

	80.75	\$ 125.00	\$10,093.75
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Mona H. Green, Town Planner

PROFESSIONAL PLANNING SERVICE

February 2020

INVOICE #20523

Date		Type	Permit #	Hours	Charge
02/22/20	4419 - 95 Ave NE, Rademaker: rev	Bld/Fen	20-8112	0.50	67.50
02/26/20	4670 - 95 Ave NE, Smith: e-mails	Bldg	19-7938	0.25	33.75
02/27/20	4416 - 95 Ave NE, Zhu/Wang: revisions	Bldg	19-8076	0.50	67.50
	<b>SUBTOTAL - BLDG</b>			<b>1.25</b>	<b>168.75</b>
02/27/20	3610 - 92 Ave NE, McGinnis: rev submittal	PreApp	20-8114	0.25	33.75
	<b>SUBTOTAL - PREAPP</b>			<b>0.25</b>	<b>33.75</b>
02/24/20	4419 - 95 Ave NE, Rademaker: rev, comment; conf staff (multi days)	Site	20-8110	1.50	202.50
	<b>SUBTOTAL - SITE</b>			<b>1.50</b>	<b>202.50</b>
02/03/20	3802 - 94 Ave NE: rev comments; prep packet for HE	VAR	19-8087	1.50	202.50
02/04/20	38xx 95 Ave NE, Smith: prep HE packet	VAR	19-8042	0.50	67.50
02/05/20	3407 - 92 Ave NE, Tella: rev initial packet	VAR	20-8105	1.00	135.00
02/11/20	38xx 95 Ave NE, Smith:prep, attend hearing	VAR	19-8042	2.00	270.00
02/12/20	38xx 95 Ave NE, Smith: follow up matters	VAR	19-8042	0.50	67.50
02/21/20	3407 - 92 Ave NE, Tella: rev	VAR	20-8105	1.00	135.00
02/26/20	3407 - 92 Ave NE, Tella: rev and work on notices	VAR	20-8105	2.50	337.50
	<b>SUBTOTAL - VARIANCE</b>			<b>9.00</b>	<b>1215.00</b>
02/04/20	9001 NE 41 St, Price: HE packet	SDP	19-8074	1.00	135.00
02/11/20	9001 NE 41 St., Price: prep/attend hearing	SDP	19-8074	1.25	168.75
02/26/20	9001 NE 41 St., Price:rev HE decision; prep for Ecology	SDP	19-8074	1.00	135.00
	<b>SUBTOTAL - SHORELINE SUBSTANTIAL DEVELOPMENT</b>			<b>3.25</b>	<b>438.75</b>
02/03/20	4601 - 91 Ave NE: t/conf arch re pending	Pending		0.25	33.75
02/03/20	PC matters			0.50	67.50
02/11/20	Council mtg			2.50	337.50
02/12/20	T/conf re security issues/installations	Pending		0.25	33.75
02/12/20	4419 - 95 Ave NE, Rademaker:ongoing comm w/ prop owner & atty	Pending		1.00	135.00
02/28/20	4421 - 91 Ave NE, Foster: research & t/conf re pending shoreline project	Pending		0.50	67.50
02/28/20	9009 NE 42, Belfiore: t/conf re pending	Pending		0.25	33.75
02/29/20	Mtgs/consults with staff, public throughout month			2.00	270.00
	<b>SUBTOTAL - MISC</b>			<b>7.25</b>	<b>978.75</b>
	<b>TOTAL</b>			<b>22.50</b>	<b>3037.50</b>

STAFF REPORTS

1. Engineer Reports
  - A. Morningside Park Children's Play Area
  - B. 2019 NE 42<sup>nd</sup> Street/91<sup>st</sup> Ave NE Stormwater Upsizing and UGC Project
  - C. Stormwater Management Plan Update
2. Police Reports for November
3. Fire/EMS Reports
4. Commission minutes



# PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
3/04/20	Morningside Park Children's Play Area	Stacia Schroeder

## STATUS SUMMARY

The Morningside Park Children's Play Area is complete. I received the approved Affidavit of Prevailing Wages Paid from K-A General Construction on January 3, 2020, and shortly thereafter submitted the Notice of Completion. So far I have received all government signoffs needed to release retainage and the check is included in this month's consent calendar. This project is officially closed.

## PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Prepare Final Bid Documents	100	June 2018	Linda Osborn	
Bid Package	100	September 2018	Stacia Schroeder	Bids due 10/18 @ 10am
Present to Council	100	November 2018	Stacia Schroeder	Council Accepted Low Bid
Contract Documents/ Order Playground Equipment	100	December 2018	Stacia Schroeder/ Kal Brar	
Construction	99	September 2019	Stacia Schroeder/ Kal Brar	Working towards closeout

## BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
<b>March – April 2017</b> Landscape Architect Services – Schematic Design		\$10,616.10		
<b>July 2017 – July 2018</b> Landscape Architect Services – Bid Documents		\$36,003.21		
<b>April 2018</b> SEPA Report		\$2,380.00		

<b>May 2018</b> AESI Site Soils Report		\$3,163.27		
<b>Jan 2017 – Dec 2018</b> Town Engineer Plan Review/ Project Mngmt		\$15,781.25		
<b>Jan 2017 – Dec 2018</b> Town Building Official Plan Review		\$3,331.25		
<b>Jan 2017 – Dec 2018</b> Town Planner SEPA Review/ Process		\$540.00		<b>Total 2017-2018 Cost:</b> \$71,815.08
<b>January – Sept 2019</b> Nature Works – Town provided play equipment	\$45,573.00	\$45,573.00	Yes	Designer expected to be on-site in mid-September to inspect climber installation and address log tunnel roughness
K-A General Construction	\$163,704.06	\$176,632.96 \$ 8,411.10	Yes	1.) Includes Pay Est. No. 1-5 2.) Refer to Change Order No. 2 for additional information (\$21,340) 3.) Holding final retainage \$8,441.10
<b>Jan 2019 – Feb 2020</b> Town Engineer Inspection/ Project Mngmt	\$10,000.00	\$24,740.00	No	1.) Existing sidewalk shown in base map was off by ~3-ft which required field adjustments 2.) Contractor over-excavation in ramp area required a change to the structural wall detail 3.) Landscape plans – updates req'd for timber landing and stairs off east side of concrete sidewalk 4.) Slide platform layout was off by 1.5 ft horizontally ; Slide eastern slope was shown in plans as 1:1 vs 2:1 req'd for planting; design of rockery req'd to meet 2:1 slope and protect memorial tree south of slide; consultation with Steve Wilcox Re: guardrail design around slide platform
<b>Jan 2019 – Sept 2019</b> Town Building Official	\$0	\$1,255.29	Yes	
<b>Jan 2019 – Nov 2019</b> Osborn Group – LA Construction Support	\$5,724.00	\$5,852.56 \$8,381.57	No	Refer to Additional Services Request dated 7/11/19 for additional construction support and prepare revised planting plan to match (\$9,685.00) current site layout

Associated Permit Costs	\$0	\$9,658.35 -\$1,032.85 -\$1,589.00 -\$500.00 -\$1,250.00 -\$3,750.00	No	<b>Permit Fees – Already Counted</b> Bldg Official – Plan Review Bldg Official – Inspection Town Engineer – Review/ Insp Town Planner/ Engineer 100% Refundable Street Deposit
Soils Testing	\$0	\$3,577.20	No	Compaction Testing
PACE	\$0	\$939.00	No	1.) 7/10/19 Surveying As-built playground boundary, etc.
WE Electric	\$0	\$929.51 \$3,965.51 -\$117.50	No	Remove Generator Re-install Generator <b>Permit Fees</b>
Outwest Landscape	\$0	\$8,613.00		Work to begin Spring 2020 Contract \$8,613.00
Jimenez Maintenance	\$0	\$1,056.00		Additional Guardrail to slide
Miscellaneous Items	\$0	\$1,832.98		Digital Reprographics, Builder’s Exchange Plan Fees, 30cy mulch delivered, etc.
<b>Total:</b>	<b>\$224,752.06</b>	<b>\$293,188.68</b>		<b>TYP Budget 2019: \$260,000</b>

## RISK AND ISSUE HISTORY

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ISSUE	STATUS	COMMENT

## CONCLUSIONS/NEXT STEPS

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- 1.) This project is closed.



## PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
3/2/20	2019 NE 42 <sup>nd</sup> Street/ 91 <sup>st</sup> Ave NE Stormwater Upsizing & UGC Project	Stacia Schroeder

### STATUS SUMMARY

The 2019 NE 42<sup>nd</sup> Street/ 91<sup>st</sup> Ave NE Stormwater Upsizing & UGC Project is underway! Our design team returned comments to the City of Bellevue's engineer – Stantec on February 24, 2020. The Town's civil consultant, Gray & Osborn is on standby.

### PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
RFQ	100	October 2018	Stacia Schroeder	2 RFQ's rec'd 11/8 @ 10am
TYP Chooses Engineering Firm	100	November 2018	Evaluation Committee	Gray & Osborne – Roger Kuykendall
Scope of Work/ Design Proposal	100	December 2018	Stacia Schroeder	1 <sup>st</sup> Mtg set for 12/6/18 @ 9am
Town Review/ Approval	100	February 2019	Town Council	
Project Design	80	July 2020	Stacia Schroeder	60% mid-July 80% January 2020

### BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
Stormwater Design (2019)	\$30,000			CIP S-1: Design
UGC Design (2019)	\$40,000			CIP U-1: Design
Jan 2019 – Feb 2020 Town Engineer Project Management		\$11,531.25	Yes	
Jan 2019 – Feb 2020 Civil Engineering Consultant Gray & Osborne, Inc.		\$42,562.07	Yes	Contract Amt: \$42,600.00
Evergreen Concrete Cutting:	\$0	\$2,043.00	No	Coring Pavement to determine depth
<b>Total:</b>	<b>\$70,000</b>	<b>\$56,136.32</b>		

Construction (2020: Stormwater plus ½ Overlay)	\$585,000	\$0		CIP S-2: Construction (7/9/19) CIP ½T-2: Overlay
Construction (2020: UGC plus ½ Overlay)	\$585,000	\$0		CIP U-2: Construction (7/9/19) CIP ½T-2: Overlay

## RISK AND ISSUE HISTORY

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ISSUE	STATUS	DATE

## CONCLUSIONS/NEXT STEPS

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# PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
3/02/20	Stormwater Management Plan Update	Stacia Schroeder

## STATUS SUMMARY

PACE completed the 2019 SWMP draft update. As the Town Engineer, I completed my review on Friday, February 21<sup>st</sup>, 2020, and met with PACE the following Monday to discuss the findings. PACE is currently working towards the final draft and has committed to attend the April council meeting for a final presentation.

## PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
RFQ	100	October 2018	Stacia Schroeder	3 RFQ's rec'd 11/8 @ 10am
TYP Chooses Engineering Firm	100	November 2018	Evaluation Committee	Interviews set for 12/13
Scope of Work/ Design Proposal/ Town Review	100	December 2018/ January 2019	Stacia Schroeder/ SUAC/ Mayor Cahill	
Town Staff – Compile Drainage Information	100	February 2019	Town Engineer	
SWMP Staff Review	100	February 2020	Town Engineer	Returned comments to PACE 2/24/20
SWMP Final Update - PACE	85	April 2020	Town Engineer	

## BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
SWMP Update (2019)	\$80,000			
<b>Jan 2019 – Dec 2019</b> Town Engineer Project Management		\$14,656.25	No	Jan/ Feb 2019: Several hours spent researching permit records and gathering information for inclusion into new SWMP Sept 2019: begin draft review
<b>Jan 2019 – Dec 2019</b> Civil Engineering Consultant PACE Engineers, Inc.		\$54,354.25	Yes	Contract Amt: \$72,034.00
<b>Total</b>	<b>\$80,000</b>	<b>\$69,010.50</b>		

## RISK AND ISSUE HISTORY

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ISSUE	STATUS	DATE

## CONCLUSIONS/NEXT STEPS

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- 1.) PACE is scheduled to present their final report to the Town Council on April. 14, 2020.



# POLICE STAFF REPORT

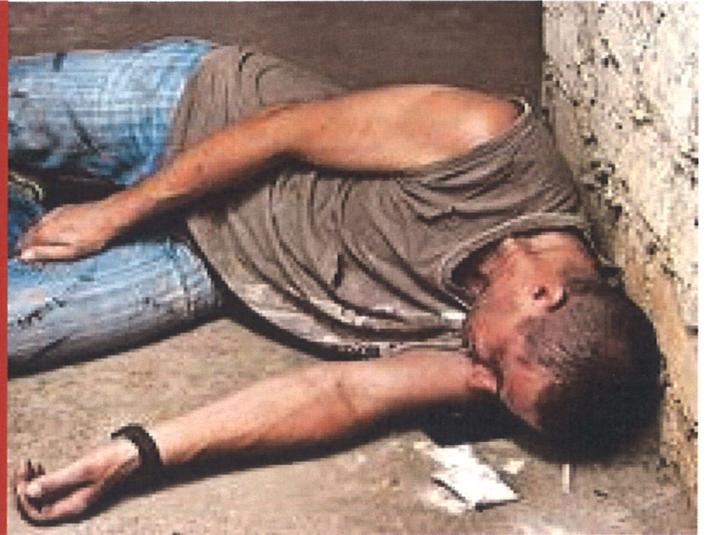
REPORT DATE		PREPARED BY
3/10/2020		Bonnie Ritter

## SUMMARY

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The monthly Police reports were not available at time of agenda packet printing. They will be emailed to the Council when available, and will also be made available at the March 10th meeting. The two following pages were supplied by Lt. Hanson for inclusion in the packet and will be part of the discussion at the meeting.

**Don't leave a friend to die from a drug overdose.**



In Washington State:

**If you seek medical help for someone having an overdose, neither of you can be charged for having or using a small amount of drugs.**

WA State RCW 69.50.315

**The Good Samaritan Overdose Law protects you!**

**CALL 911**

**\*The Good Samaritan Law does not apply to:**

- outstanding warrants
- controlled substances homicide
- probation or parole violations
- other crimes besides drug possession
- drug manufacture or delivery

In these cases, a judge can give you a shorter sentence.

[www.StopOverdose.org](http://www.StopOverdose.org)

## Fact sheet

### RCW 69.50.315

#### Medical assistance—Drug-related overdose—Prosecution for possession.

(1) A person acting in good faith who seeks medical assistance for someone experiencing a drug-related overdose shall not be charged or prosecuted for possession of a controlled substance pursuant to RCW [69.50.4013](#), or penalized under RCW [69.50.4014](#), if the evidence for the charge of possession of a controlled substance was obtained as a result of the person seeking medical assistance.

(2) A person who experiences a drug-related overdose and is in need of medical assistance shall not be charged or prosecuted for possession of a controlled substance pursuant to RCW [69.50.4013](#), or penalized under RCW [69.50.4014](#), if the evidence for the charge of possession of a controlled substance was obtained as a result of the overdose and the need for medical assistance.

(3) The protection in this section from prosecution for possession crimes under RCW [69.50.4013](#) shall not be grounds for suppression of evidence in other criminal charges.

#### Q. Under this law, could someone under age 21 be cited for alcohol possession if they call 911 due to a likely alcohol overdose at a party?

A. The 911 Good Samaritan Overdose law was [amended in 2013](#) to also apply to [alcohol poisoning](#). Even if you are under the age of 21, you cannot be charged with possession of alcohol as a minor if you call 911 to help someone suffering from alcohol poisoning. The victim of alcohol poisoning is also protected.

### RCW 10.79.040

#### Search without warrant unlawful—Penalty.

(1) It shall be unlawful for any police officer or other peace officer to enter and search any private dwelling house or place of residence without the authority of a search warrant issued upon a complaint as by law provided.

(2) Any police officer or other peace officer violating the provisions of this section is guilty of a gross misdemeanor.

#### Amendment IV:

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

#### Probable Cause:

n. sufficient reason based upon **known** facts to believe a crime has been/being committed or that certain property is connected with a crime. Probable cause **must** exist for a law enforcement officer to take action without a warrant

**For more resources, facts, help, and education on the opioid epidemic, please visit <https://stopoverdose.org/>**

**TOWN OF YARROW POINT  
PLANNING COMMISSION SPECIAL MEETING MINUTES  
March 2, 2020**

The following is a condensation of the proceedings and is not a verbatim transcript.

**CALL TO ORDER:**

Carl Hellings Planning Commission Chairman called the meeting to order at 7:06pm

**PRESENT:**

Chairman:	Carl Hellings
Commissioners:	Trevor Dash Chuck Hirsch Amy Pellegrini Jennifer Whittier
Staff:	Austen Wilcox – Town Deputy Clerk Mona Green – Town Planner
Guests:	Lee Sims – Resident Tom Peters – Resident Debbie Prudden – Resident Jon Roskill – Resident

**MINUTES:**

**MOTION:** Commissioner Pellegrini moved to approve the minutes of the January 23, 2020 special meeting as presented. Commissioner Dash seconded the motion.

**VOTE:** 5 For, 0 Against, 0 Abstain. Motion carried.

**MOTION:** Commissioner Hirsch moved to approve the minutes of the February 11, 2020 special meeting as presented. Commissioner Dash seconded the motion.

**VOTE:** 5 For, 0 Against, 0 Abstain. Motion carried.

**APPEARANCES:**

No comments.

**STAFF REPORTS:**

Town Planner Green gave a report of the February Council meeting noting the Planning Commission's presence at the meeting.

Ms. Green referenced an email that was forwarded to the Commission via email of a resident regarding a request to place a flagpole in their property setback area. The Planning Commission reviewed and recommends that the resident bring the issue up with the Town Council. Deputy Clerk Wilcox will forward this information to the resident.

Ms. Green discussed the outcome of a recently granted variance, #19-8042, along on 95<sup>th</sup> Ave NE by the Town's Hearing Examiner.

Chairman Hellings noted comments submitted by a resident in opposition of a tree code to the Commission.

**REGULAR BUSINESS:**

**PCAB 20-02 Private Property Tree Code – Continued Discussion**

Chairman Hellings shared an overview of the Planning Commission’s research of a private property tree code. The Commission reviewed their discussion with the Town Council at the February 11 Town Council meeting. The Council provided direction to the Planning Commission to continue their research on a tree code.

Public comment period opened at 7:29pm

Debbie Prudden resident at 3805 94<sup>th</sup> Ave NE thanked the Planning Commission for their research and efforts and also referenced comments she made at the February 11 Council meeting. Ms. Prudden stated that there should still be a way for residents to remove trees should there be a private property tree code enacted.

Jon Roskill resident at 9540 NE 42<sup>nd</sup> Pl referenced a comment made by another resident who had previously invited the Planning Commission to visit their lot to see the natural types of species that he has planted. Mr. Roskill recommends that the Planning Commission visit their property for example purposes.

Ray Sims resident at 9410 NE 40<sup>th</sup> St asked if the Town has considered the following aspects in a tree code:

- Inventory of trees
- Maintaining branches in ROW maintenance
- Definition of a significant tree
- Unsafe trees
- Hedges vs. trees

Ms. Green responded to Mr. Sims stating that the Town has a public property tree code and an inventory was done in 2017. If there is an issue with a tree in the ROW, contact Town Hall.

Tom Peters resident at 4652 95<sup>th</sup> Ave NE discussed view protection. Mr. Peters shared that mitigation trees could have adverse effects and diminish property values. He suggested grandfathering in current owners. Having trees spaced out due to replanting requirements isn’t natural to the environment as significant trees grow together.

Ronni McGlenn resident at 4000 95<sup>th</sup> Ave NE thanked the Planning Commission for their work researching a tree code.

Public comment period closed at 7:46pm

The Commission discussed the following:

- Mitigation trees including the question of requiring them to be native or allowing ornamentals.
- Public notice for tree removal

- The expectation of common courtesy on the location of replanting
- Enforcement procedures
- Compliance with state laws for species

The Commission prioritized a list of items to review.

The Commission agreed that they would like an arborist to comment and provide input on these issues.

MOTION: Commissioner Dash moved to adjourn the meeting at 8:50pm. Commissioner Whittier seconded the motion.

VOTE: 5 For, 0 Against, 0 Abstain. Motion carried.

APPROVED:

ATTEST:

\_\_\_\_\_  
Carl Hellings, Chairman

\_\_\_\_\_  
Austen Wilcox, Deputy Clerk

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<b>COVID-19 Discussion</b>	<b>Proposed Council Action: For discussion</b>
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**Presented by:** Mayor Cahill

**Exhibits:** King County Public Health Announcement from 3/5/2020

**Summary:**

Mayor Cahill will lead the discussion on COVID-19.

**Recommended Action:**

None – for discussion.

March 5, 2020 11:45 a.m.

Contacts:

Public Health – Seattle & King County Media Line: 206-477-9000

Email: [PHPIO@kingcounty.gov](mailto:PHPIO@kingcounty.gov)

## **COVID-19 update from Public Health – Seattle & King County**

### **Summary:**

This is a critical moment in the growing outbreak of COVID-19 in King County. All King County residents should follow Public Health recommendations. Together, we may potentially impact the spread of the disease in our community. Public Health – Seattle & King County announces today 20 additional confirmed cases of COVID-19 in King County residents. This brings the total number of confirmed cases to 51, including 10 deaths. While all residents can take steps now, people in high risk categories are urged to pay special attention to recommendations to avoid large gatherings of people.

### **Story:**

Local officials announced this week new recommendations to King County residents aimed at reducing their risk of exposure to COVID-19. We made these recommendations in consultation with CDC based on the best information we have currently to protect the public's health.

### **Public Health urges residents to follow these recommendations:**

- People at higher risk of severe illness should stay home and away from large groups of people as much as possible, including public places with lots of people and large gatherings where there will be close contact with others. People at higher risk include:
  - People 60 and older
  - People with underlying health conditions including heart disease, lung disease, or diabetes
  - People who have weakened immune systems
  - People who are pregnant
- Workplaces should enact measures that allow people who can work from home to do so. Taking these measures can help reduce the number of workers who come into contact with people with COVID-19 and help minimize absenteeism due to illness.
  - Some people need to be at work to provide essential services of great benefit to the community. They can also take steps in their workplaces to minimize risk.

- If you can feasibly avoid bringing large groups of people together, consider postponing events and gatherings.
- Public Health is not recommending closing schools at this time unless there has been a confirmed case in the school.
- All people should not go out when they are sick.
- Avoid visiting hospitals, long term care facilities, or nursing homes to the extent possible. If you need to go, limit your time there and keep six feet away from patients.
- More detail on these measures will be available at [www.kingcounty.gov/covid](http://www.kingcounty.gov/covid)

**Additional information about school recommendations:**

Public Health is not currently recommending that schools proactively close unless they have a confirmed case of COVID-19 in a staff member or student.

This guidance may have been confusing for some families and schools because schools bring together large groups of children. School closures have significant negative impacts on our community. We will be providing additional information to schools about how to stay open safely. The considerations we have taken in our decision not to currently recommend routine closure at schools include:

- Children are not known to get seriously ill from COVID-19
- Closing schools may not be effective because some children may congregate anyway, at other locations
- Many parents, such as healthcare workers, need to be at work. If these critical workers stay home with children it causes significant impacts on the healthcare system and other institutions that are essential for our community to function
- If schools close, some children might have to stay home with alternative caregivers, such as elders, who are more vulnerable
- We don't know how effective children are in spreading this disease

Some children and staff may be at higher risk for severe illness because of underlying health conditions or a weakened immune system. Public Health advises that those people consult with their healthcare provider to decide the best course of action.

Public Health also respects each individual school's decisions about closures, postponement of activities, or other social distancing measures – as each school knows the needs of their community best.

Public Health is continually assessing our decision not to require the widespread closure of schools. We are continually evaluating information as

it becomes available to better inform our decisions about proactive schools closure.

**Case update:**

COVID-19 test results have come back from a variety of laboratories confirming 20 new cases of COVID-19 in King County residents including one death in a case previously reported by Public Health. This new death was in a woman in her 90s, hospitalized at EvergreenHealth. She died on 3/3/20. With these 20 new results, the total number of cases in King County is 51. The total number of deaths is ten.

As more laboratory capacity for testing comes online, more tests and results will be reported. **We will no longer be routinely providing details about each case.**

**King County Novel Coronavirus Call Center:**

- If you are in King County and believe you were exposed to a confirmed case of COVID-19, or if you're a healthcare provider with questions about COVID-19, contact our novel coronavirus call center: 206-477-3977.
- The call center will be open daily from 8:00 AM to 7:00 PM PT.
- For general concerns and questions about COVID-19, please call the Washington State Novel Coronavirus Call Center at 800-525-0127.

**When to seek medical evaluation and advice:**

- If you have symptoms like cough, fever, or other respiratory problems, call your healthcare provider. Do not go to the emergency room. Emergency rooms need to be able to serve those with the most critical needs.
- If you are having a medical emergency, call 9-1-1.

**In addition to the recommendations listed above, the public can help:**

- 1) **Do not go to the emergency room unless essential.** Emergency rooms need to be able to serve those with the most critical needs. If you have symptoms like cough, fever, or other respiratory problems, contact your regular doctor first.
- 2) Stay home when sick.
- 3) Practice excellent personal hygiene habits, including handwashing, coughing into tissue or elbow, avoid touching eyes, nose, or mouth.
- 4) Stay away from people who are ill, especially if you are 60 and older or have underlying health conditions such as diabetes, heart disease, lung disease, or a weakened immune system, or if you are pregnant.

4) Stay informed. Information is changing frequently. Check and subscribe to Public Health's website ([www.kingcounty.gov/COVID](http://www.kingcounty.gov/COVID)) or blog ([www.publichealthinsider.com](http://www.publichealthinsider.com)).

Remember to take every day preventive action such as washing hands, and if you are sick stay home. During an outbreak with a new virus there is a lot of uncertainty. Our guidance and advice is subject to change as we learn more. We will continue to keep you updated.

*Providing effective and innovative health and disease prevention services for more than two million residents and visitors of King County, Public Health – Seattle & King County works for safer and healthier communities for everyone, every day. More at*

*[www.kingcounty.gov/health](http://www.kingcounty.gov/health)*

***Keep up with the latest Public Health news in King County by subscribing to the department's blog, [Public Health Insider](#).***

***[Facebook](#) | [Twitter](#) | [Instagram](#)***

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<b>Public Defender Contract</b>	<b>Proposed Council Action:</b> Authorize the Mayor to execute the contract
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**Presented by:** Town Attorney

**Exhibits:** Contract for Indigent Defense Services

**Summary:**

By law, the Town is required to provide indigent defense services. The Town originally entered into a contract with John Brice of O'Brien Law firm in June of 2015. That contract was then assigned to Ken Harmell at Stewart MacNicol's Harmell, Inc. P.S. in August of 2016. The contract was set to expire on December 31, 2019 but the parties agreed to extend it until March 31, 2020 so they would have adequate time to negotiate a new contract.

Attached is the proposed contract with a four-year term beginning March 31, 2020 and terminating December 31, 2023. The proposed compensation is per client, with an annual \$25 increase. This is below average for the larger cities (for example Renton and Everett are at \$450) but on par with Kirkland, which also contracts with Stewart MacNicol's Harmell.

**Recommended Action:**

Motion to direct the Mayor to execute the public defense contract with Stewart, MacNichols, Harnell, Inc. P.S. as presented.

## CONTRACT FOR INDIGENT DEFENSE SERVICES

WHEREAS, the Town of Yarrow Point, Washington, (hereinafter Town) provides indigent defense services to individuals who have been certified for representation in criminal charges before the Kirkland Municipal Court (hereinafter Municipal Court); and

WHEREAS, the Town entered into a contract with John Price of O'Brien Law Firm, d/b/a O'Brien, Barton & Hopkins, PLLP, on June 22, 2015 to perform services for indigent defense clients under contract with the Town; and

WHEREAS, the Town executed an assignment of the Contract (Assignment Contract) with Ken Harmell of Stewart MacNicols Harmell, Inc. P.S., (Attorney) on August 1, 2016; and

WHEREAS, the Assignment Contract was set to expire on December 31, 2019; and

WHEREAS, the Town executed a contract extension agreement with the Attorney on December 31, 2019 to ensure adequate time to negotiate a new contract in good faith; and

WHEREAS, the Town has received reports indicating that the Attorney has provided exemplary services as the Town's Public Defender; and

WHEREAS, the Town desires to enter into this revised agreement (Agreement) with the Attorney. to perform services for indigent defense clients pursuant to this Agreement.

NOW THEREFORE, in consideration of the mutual benefits to be derived and the promises contained herein, the Town, and Stewart, MacNicols, Harmell, Inc. P.S., and the individual Attorneys who perform services under this Contract, have entered into this Agreement.

1. Scope of Services. Standards and Warranty. The Attorney will provide indigent defense services in accordance with the standards adopted by the Town in Resolution No. 325 as the same now exist or are hereafter amended.

1.1 The Attorney warrants that he and every Attorney and/or intern employed by the Attorney to perform services under this contract, has read and is fully familiar with the provisions of the Washington Supreme Court order as it has been amended from time to time and the standards adopted by the Town in Resolution No. 325 (hereinafter "Standards"). Compliance with the Standards goes to the essence of this Agreement. The Attorney, and every Attorney and/or intern performing services under this Agreement, shall certify compliance quarterly with the Municipal Court on the form established for that purpose by court rule. A copy of each and every such certification shall be provided to the City contemporaneously with filing with the Municipal Court. The Attorney, and every Attorney and/or intern performing services under this Agreement, warrants that he/she shall conform to the case load limitations not only with respect to services performed under this Agreement but also with respect to the Attorney's practice as a whole, including other

contracts for public defense and/or private practice. The Attorney further warrants that his proposal, reflected in Section 2, Compensation, reflects all infrastructure, support, administrative services and systems necessary to comply with the Standards.

1.2 The Attorney shall be available to defendants to ensure that defendants are provided with effective assistance of counsel. Defendant access to the Attorney prior to court hearings is paramount. The Attorney shall endeavor to confer with defendants about cases prior to court hearings. Defendants shall be provided access to the Attorney by means of a toll free local call from a Town telephone made available by the Attorney. The Attorney shall respond to defendant inquiries within a reasonable time to ensure the effective assistance of counsel, whether such inquiries are received by letter, telephone, email or otherwise.

1.3 The Attorney shall maintain a case reporting and case management information system and shall submit quarterly reports to the Town, which shall be a condition of payment pursuant to Section 2, Compensation. The reports shall include the following information:

1.3.1 The number of cases to which the Attorney was appointed, and the time spent on each case.

1.3.2 The names of defendants to which the Attorney was appointed and the case numbers.

1.3.3 The date of the appointment.

1.3.4 The charges filed against the defendant.

1.3.5 The disposition of the cases assigned, indicating the number of cases dismissed, the number of cases in which chargers were reduced, the number of cases tried, and the number of cases disposed by plea.

1.3.6 The number of cases in which a motion was brought with the court as well as cases in which a motion was filed with the prosecutor and a reduced sentence or dismissal was negotiated.

1.3.7 The number of cases in which an investigator was utilized.

1.3.8 The number of cases which were set for trial, including cases in which the defendant failed to appear.

1.3.9 The average number of cases handled per full time Attorneys equivalent.

1.3.10 The percentage of the Attorney's practice spent on civil or non-criminal matters.

2. Compensation. The Town shall pay to the Attorney for services rendered under this Contract pursuant to the following schedule:

2020: \$325.00 per client; \$250.00 per month for arraignment calendars  
2021: \$350.00 per client; \$250.00 per month for arraignment calendars  
2022: \$375.00 per client; \$250.00 per month for arraignment calendars  
2023: \$400.00 per client; \$250.00 per month for arraignment calendars

2.1 Based upon case counts maintained by the Attorney and reviewed by the City, current estimates for annual case counts for all indigent cases filed by the City is approximately 20 cases per year. As provided in the Standards, the case counts include the Attorney's appearance at all arraignment calendars and status conferences. The terms "case" and "credit" shall be defined in accordance with the Washington State Supreme Court rule and Washington Office of Public Defense guidelines. Status conferences and arraignment calendars shall be counted at 0.17 case per hour in accordance with guidance from the Washington State Office of Public Defense. The Town has elected an unweighted case count.

2.2 Except as expressly provided in Section 2.3, the cost of all infrastructure, administrative support and systems as well as standard overhead services necessary to comply with the established standards is included in the base payment provided in Section 2.1 above.

2.3 The City shall pay for the following case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:

2.3.1 Discovery shall be provided in accordance with law and court rule by the Town Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain copies of the court file, the transcript and original charging documents.

2.3.2 Non-routine case expenses requested by the Attorney and preauthorized by order of the Municipal Court. Unless the services are performed by Contractor's staff or subcontractors, non-routine expenses include, but are not limited to:

- (i) medical and psychiatric evaluations;
- (ii) expert witness fees and expenses;
- (iii) interpreters for languages not commonly spoken in the City or interpreters for services other than Attorneys/client communication;
- (iv) polygraph, forensic and other scientific tests;
- (v) computerized legal research;
- (vi) investigation expenses; and
- (vii) any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.

2.3.3 Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses.

2.3.4 The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or former client's appellate, post-conviction relief or habeas corpus the Attorney's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial.

2.3.5 The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. The Attorney is limited to no more than two copies.

2.3.6 Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75.

2.3.7 The cost for the service of a subpoena.

3. Term. The term of this Agreement shall be from March 31, 2020 through December 31, 2023, unless sooner terminated as provided in this Agreement. This Agreement shall be terminated as follows:

3.1 This Agreement may be terminated for cause for violation of any material term. "Material term" shall include any violation indicating a failure to provide representation in accordance with the rules of the court and the ethical obligations established by the Washington State Bar Association, a violation of the Standards of the provisions of Section 7 relating to insurance, conviction of a criminal charge, and/or a finding that the license of the Attorney, or any Attorneys providing service under this agreement, has been suspended or revoked. Any violation of the other provisions of this Contract shall be subject to cure. Written notice of contract violation shall be provided to the Attorney who shall have ten (10) business days to correct the violation. Failure to correct the violation will give rise to termination for cause at the City's discretion. In lieu of terminating this contract, the City may agree in writing to alternative corrective measures.

3.2 The parties may agree in writing to terminate this Agreement at any time. Unless otherwise agreed to in writing, termination or expiration of this contract does not affect any existing obligation or liability of either party.

4. Obligations survive Termination. In the event of termination of this Agreement, the following obligations shall survive and continue:

4.1 Representation. The compensation established in this Agreement compensates the Attorney for services relating to each and every assigned case. Therefore, in the event this Agreement is terminated, the Attorney will continue to represent clients on assigned cases until a case is concluded at trial or with a plea.

4.2 The provisions of Sections 1 and 6, as well as this Section 4 survive termination as to the Attorney. The Town shall remain bound by the provisions of Section 2 with respect to additional costs incurred with respect to cases concluded after the termination of this Agreement.

5. Nondiscrimination. Neither the Attorney nor any person acting on behalf of the Attorney, shall, by reason of race, creed, color, national origin, sex, sexual orientation, honorably discharged doctrine or military status, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service animal by a person with a disability, discriminate against any person who is qualified and available to perform the work to which the employment relates, or in the provision of services under this Agreement.

6. Indemnification. The Attorney agrees to hold harmless, and indemnify the Town, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including attorney's fees or awards, and including claims by the Attorney's own employees to which the Attorney might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Attorney, his officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Attorney's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

7. Insurance. The Attorney shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Attorney, or the agents, representatives, employees, or subcontractors of the Attorney.

7.1 The Attorney shall obtain insurance of the types described below:

7.1.1 Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Town shall be named as an insured under the Attorney's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

7.1.2 Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

7.1.3 Professional Liability insurance appropriate to the Attorney's profession. This policy shall not contain an exclusion for ineffective assistance of counsel claim, loss or liability.

7.2 The Attorney shall maintain the following insurance limits:

7.2.1 Commercial General Liability insurance shall be written with limits no less than \$ 1,000,000 each occurrence and \$2,000,000 general aggregate.

7.2.2 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall contain no exclusion for loss or liability relating to a claim of ineffective assistance of counsel.

7.3 The insurance policies are to contain, or be endorsed to contain, the following provisions for Commercial General Liability insurance:

7.3.1 The Attorney's insurance coverage shall be primary insurance as respect to the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be excess of the Attorney's insurance and shall not contribute with it, and

7.3.2 The Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Town.

7.4 Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII

7.5 The Attorney shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Attorney before commencement of the work.

8. Work Performed by the Attorney. In addition to compliance with the Standards, in the performance of work under this Agreement, the Attorney shall comply with all federal, state and municipal laws, ordinances, rules and regulations which are applicable to the Attorney's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

9. Work Performed at Attorney's Risk. The Attorney shall be responsible for the safety of its employees, agents, and subcontractors in the performance of work hereunder, and shall take all protections reasonably necessary for that purpose. All work shall be done at the Attorney's own risk, and the Attorney shall be responsible for any loss or damage to materials, tools, or other articles used or held in connection with the work. The Attorney shall also pay its employees all wages, salaries and benefits required by law and provide for taxes, withholding and all other employment related charges, taxes or fees in accordance with law and IRS regulations.

10. Personal Services. No Subcontracting or Assignment. This Agreement has been entered into in consideration of the Attorney's particular skills, qualifications, experience, and ability to meet the Standards incorporated in this Agreement. Therefore, the Attorney has personally signed this Agreement below to indicate that he is bound by its terms. This Agreement shall not be subcontracted without the express written consent of the Town and refusal to subcontract may be

withheld at the Town's sole discretion. Any assignment of this Agreement by the Attorney without the express written consent of the Town shall be void.

11. Modification. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the Town and the Attorney.

12. Entire Agreement. The written provisions in terms of this Agreement, together with any exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Town, and such statement(s) shall not be effective or construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

13. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in the Agreement or such other address as may be hereinafter specified in writing:

TO CITY:

Town of Yarrow Point  
Attn: Dicker Cahill, Mayor  
4030 95<sup>th</sup> Ave NE  
Yarrow Point, WA 98004

TO ATTORNEYS:

Stewart, MacNicols, Harmell, Inc. P.S.  
Attn.: Ken Harmell, Managing Partner  
655 W. Smith St., Suite 210  
Kent, WA 98032

14. Nonwaiver of Breach. The failure of the Town to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of such covenants, agreements, or options, and the same shall be and remain in full force and effect.

15. Resolutions of Disputes. Governing Law. Should any dispute, misunderstanding or conflict arise as to the terms or conditions contained in this Agreement, the matter shall be referred to the Mayor, whose decision shall be final, provided, however, that any complaint regarding any violation of the Standards or which relate to any manner whatsoever to trial strategy or an ongoing case, shall be referred to the Judge of the Municipal Court or to the Washington State Bar Association as appropriate. Nothing herein shall be construed to obligate, require or permit the Town, its officers, agents, or employees to inquire into any privileged communication between the Attorneys and any indigent defendant. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for reasonable attorneys' fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the rules of the Washington Supreme Court as applicable. Venue for an action arising out of this Agreement shall be in King County Superior Court.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF YARROW POINT

STEWART, MACNICOLS HARMELL, INC. P.S

\_\_\_\_\_  
Print Name: Dicker Cahill  
Title: Mayor

\_\_\_\_\_  
Print Name:

Attest

\_\_\_\_\_  
Bonnie Ritter, Town Clerk-Treasurer

Approved as to form:

\_\_\_\_\_  
Scott Missall, Town Attorney

**EXHIBIT A**

The undersigned Attorneys hereby personally warrants and certifies that as a condition of their performance of this Agreement on behalf of Stewart, MacNicol, Harmell, Inc. P.S., they will commit to providing the services under this Agreement in accordance with the Standards set forth in sections 1, 6 and 7, and that the Attorneys' personal warranty of that performance shall survive the Agreement in accordance with Section 4 of this Agreement.

ATTORNEY: \_\_\_\_\_  
Print Name

**Update on License Plate Reader Camera Project**

**Proposed Council Action: Discuss and approve direction for Final Action**

**Presented by:** Town Attorney

**Exhibits:** See Page 3.

**Summary:**

Many cities and towns reliably and effectively use license plate reader cameras (LPRCs) to enhance public safety. The Mayor has been researching this project for several months, and, with the Town Attorney, believes the final outlines of the project are ready for Council review, identification of final issues, and preparation of final documents for adoption.

The Town Attorney has drafted a policies and procedures proposal for Council review and assembled a number of background documents listed on page 3 and attached to provide information and address previous issues and questions.

In short form, the LPRC project would do the following:

- Install and operate 2 automated cameras at 92<sup>nd</sup> and 33<sup>rd</sup> for a period of the project's 2-year test at a cost of \$8,500.
- The LPRCs primary use is the automatic delivery to CHPD if a plate number matches any license plate BOLO (be on the lookout for) entered into the ACCESS system. In such event, CHPD will investigate.
- Capture license plate numbers and transfer them to a secure data bank for up to 30 days.
- If there is an investigation that requires LPR data within the 30 day rolling period, the CHPD would download and evaluate the information, determine whether it is needed/useful in consultation with the County prosecutors (or other requesting law enforcement agencies), and if so, retain the data for such use. If the data is not needed for prosecution of investigation purposes after evaluation, it is again reliably deleted.
- If there is no request for the LPR data within a rolling 30-day period, the data is reliably deleted and is "gone".
- At the end of the 2-year test period, the Mayor, Town Administration and Council would have the opportunity to decide the merits of the program and whether to continue the program in the future.

The principal issue to be determined if the project is authorized to move forward tonight is to meet with CHPD and ensure their willingness to handle the Yarrow Point LPRC system as part of their police contract with the Town. It is expected

the answer would be yes, leaving only the details of the relationship to be fixed and incorporated into the Yarrow Point LPR Policy.

**Recommended Action:**

Council should approve the LPRC project for further implementation, including a determination of CHPD participation, issues, and costs, and address other issues identified tonight, and return to the Council's April meeting for final decision.

**Town of Yarrow Point**  
**LPR Test System Project**

**Council Packet Attachments**

**March 10, 2020**

**Attachment 1: Policy for Initiation of LPR System [2098339]**

**Attachment 2: Flock Safety Purchase Order [pdf]**

**Attachment 3: FAQ for LPR Test System Project [2098510]**

**Attachment 4: What's it Like to be a Flock Customer [pdf]**

# **Town of Yarrow Point**

## **License Plate Reader and Camera Policy**

### **Overview, Scope, and Purpose**

License Plate Reader (LPR) systems provide automated detection of license plates. Two LPR cameras will be used in Yarrow Point to notify the Clyde Hill Police Department (CHPD) of stolen or wanted vehicles or license plates and locate missing persons. LPR systems may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

### **Administration of LPR Equipment, Maintenance and Data**

The town of Yarrow Point shall maintain the authority to designate who may access LPR data. After initial installation, all maintenance and management of LPR equipment and data shall be handled by Yarrow Point Mayor in consultation with CHPD.

### **Authorized Use of LPR Data**

The Yarrow Point Mayor in consultation with CHPD shall designate CHPD qualified personnel to access LPR data. Authorized users are limited to qualified CHPD designees who access and review LPR data when there is a report of criminal activity or to view or download it when there is an investigatory purpose. Neither Town nor CHPD shall use, or allow others to use, the database records for any unauthorized purposes. Use of LPR data is restricted to the purposes outlined below.

- A. Access to the Yarrow Point LPR data shall only be for legitimate law enforcement business.
- B. No member of the CHPD or Town shall access LPR data without first completing CPHD approved training.
- C. If possible, the CPHD officer should verify an LPR response through the Central Computerized Enforcement Service System (ACCESS) before taking enforcement action that is based solely upon an LPR alert.

### **LPR Camera Locations**

Yarrow Point will use two LPR cameras at the following locations. Camera 1 will be placed to capture license plates of northbound vehicles entering the Town at 92nd Avenue NE. Camera 2

will be placed at NE 33rd Street to capture license plates of westbound vehicles entering the Town. See Fig. 1 below.

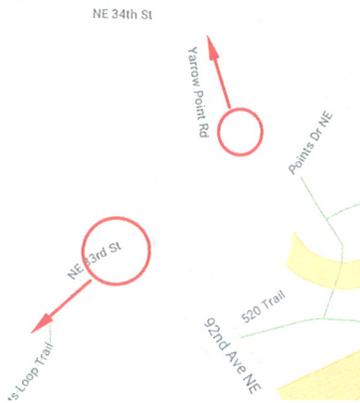


Fig. 1: Map of the location of the LPR cameras 1 and 2.

LPR cameras are motion-activated and will capture images of license plates and part of the surrounding scene (e.g., the car and road). The LPR system converts the image to the alphanumeric license plate and uploads this information and the image to a secure Amazon cloud services database designated by the Mayor and CPHD and operated by \_\_\_\_\_.

### Administration of LPR Data

All installation and maintenance of LPR equipment, and LPR data retention and access, shall be managed by CPHD in consultation with the Mayor. They shall assign qualified personnel within CPHD to administer the day-to-day use of LPR data.

### LPR Data Collection and Retention

Data collected from LPR cameras in the Town shall be stored for thirty days on a rolling basis, except that which is downloaded and provided to CHPD. Because such information will only be provided for law enforcement investigatory purposes and may contain confidential ACCESS information, it is not open to public review. Public Records Act requests for such data will be handled by the Town and CHPD. LPR data may be used and shared with prosecutors and others only as permitted or required by law.

All data not being used in active investigations shall be purged from the Town's LPR-created databases after thirty days. Data not given to CHPD shall be automatically purged after the normal thirty-day retention period.

## **Accountability and Safeguards**

All LPR data that is saved for use pursuant to this policy shall be closely safeguarded and protected by both procedural and technological means. CPHD will observe the following safeguards regarding access to and use of stored data:

- A. All non-law-enforcement requests for access to stored LPR data shall be referred to Yarrow Point and processed according to this policy.
- B. All LPR data provided to CHPD shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- C. Persons approved to access LPR data under this policy permitted to access the data only for legitimate law enforcement purposes and in accordance with the requirements of this policy.
- D. LPR data may be released to other authorized and verified law enforcement officials and agencies by CPHD at any time for legitimate law enforcement purposes.

The town of Yarrow Point will not access the data except to provide it to the CHPD or to comply with subpoenas. Retention and deletion of LPR data shall be handled automatically.

**FLOCK GROUP INC.**

PO Box 207576

Dallas, TX 75320-7576

**SAAS SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the SaaS Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “Terms and Conditions” located at <https://www.flocksafety.com/legal/terms-and-conditions> (the “**SaaS Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The SaaS Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Customer: Town of Yarrow Point  
Address: 4030 95th Ave NE.  
Yarrow Point, WA. 98004

Contact: Austen Wilcox  
Phone: 425-454-6994  
E-Mail: [depclerk@yarrowpointwa.gov](mailto:depclerk@yarrowpointwa.gov)

Usage Fees: \$4000 per year (the “Payment Period”)  
Number of Cameras: 2

Initial Term: 25 months  
Renewal Term: 24 months

Installation Fee (one-time) \$0  
Pole Fee (one-time) \$500

Billing Contact:  
(if different  
than above)

Expected Payment Method: Check

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the SaaS Terms located at <https://www.flocksafety.com/legal/terms-and-conditions>.**

The Parties have executed this Agreement as of the dates set forth below.

**Flock Group Inc**  
*Michelle Cloninger*  
By: \_\_\_\_\_  
Name: Michelle Cloninger  
Title: Head of Sales

**Customer Name:**  
*Dicker Cahill*  
By: \_\_\_\_\_  
Name: Austen Wilcox  
Title: Deputy Clerk

**Flock Group Inc.**

**Order Form  
Town of Yarrow Point, WA  
1094550991**

Date: 10/16/2019

Date: 10/17/2019

**EXHIBIT A**

**Statement of Work**

Installation Services includes the following:

- Installation of Flock Cameras
- Installation of Flock signage
- Installation of 14' Flock Camera poles as needed

**Flock Group Inc.**

**Order Form  
Town of Yarrow Point, WA  
1094550991**

# Signature Certificate

Document Ref.: S8TUG-WW6VP-MKE9K-HHU7S

Document signed by:

	<p><b>Michelle Cloninger</b> Verified E-mail: michelle@flocksafety.com</p>	<p><i>Michelle Cloninger</i></p> 
	<p><b>Dicker Cahill</b> Verified E-mail: mayor@yarrowpointwa.gov</p>	<p><i>Dicker Cahill</i></p> 

Document completed by all parties on:

21 Oct 2019 17:53:05 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.



# Town of Yarrow Point

## FAQ for LPR Test System Project

### Council Packet Attachments

March 10, 2020

**Who owns the LPR Data? We the Town of Yarrow Point would be the only owners of the data.**

The Town of Yarrow Point, because it is the owner of the two cameras that generate the data and decides how it will be used.

**How long is the LPR data retained in the storage system?**

All LPR data is held for 30 days on a rolling basis . If it is not used or identified as having an evidentiary purpose within that timeframe, it is deleted. If it identified for such a purpose within that time period, it should be downloaded and preserved.

**If the LPR System identifies a stolen vehicle, where does that notification go?**

All such notifications will be automatically provided through the Flock web portal to CHPD. As protected CJIS information, CHPD is the only entity allowed to receive this information.

**How is access to the LPR system controlled, and who has login capability to review data.? For investigative purposes, we could authorize Clyde Hill Police to review activity.**

The Town, in conjunction with CHPD, will control the system. Login credentials will be created for approved administrators who can then invite others into the system on a temporary or permanent basis. Approved administrators will be jointly assigned by the Mayor and CHPD.

**How does the system determine what and when to collect data?**

The LPR cameras are motion activated and will primarily focus on license plates. However, it may also capture other objects during the day, and sometimes at night depending on ambient lighting.

**Does Flock have a recommended PR plan to pre-announce the deployment of LPR systems?**

Flock does have some material for that and will provide it. In addition, the fact of the Council's public review and action on this will provide public knowledge, and the Town can provide more notice as initial installation and the program go on.

# flock safety

## What it's Like to be a Flock Safety Customer

LAST UPDATED: JULY 2019

Flock Safety serves all types of communities - HOAs, civic associations, safety-conscious neighborhoods who come together without any type of association, even hotels with guests turning over each night. Our team understands that every community is unique, so we aim to address your specific needs while taking up as little of your time as possible.

### Protect your community with 5 easy steps



#### 1. Setup Billing

The initial year's payment will be withdrawn at this time.



#### 2. Determining Camera(s) Placement

Our standard installation includes an 8ft black pole.



#### 3. Install Flock Camera(s)

Flock partners with experienced technicians all over the country.



#### 4. Validate Flock Camera(s)

Flock cameras need sunlight to charge & cellular connectivity to upload your footage to the cloud.



#### 5. Get Footage Access

Now that your camera(s) has/have been installed and validated for success, you can now see your footage in the Admin Portal.

**I'VE PROTECTED MY COMMUNITY WITH FLOCK. NOW WHAT?**  
Our team is always around to help, so don't be shy in reaching out.

MORE AT [FLOCKSAFETY.COM](https://www.flocksafety.com)

<b>Town entrance improvement project bids</b>	<b>Proposed Council Action:</b> Accept Revised bid from Out West Landscape & Irrigation, Inc
-----------------------------------------------	----------------------------------------------------------------------------------------------

**Presented by:** Deputy Clerk

**Exhibits:** Bids  
Landscape plans

**Summary:**

The Park Commission has been working with JGM Landscape Architects since February 2019 to design landscaping improvements to the east side shoulder of 92<sup>nd</sup> Ave NE near the town entry wall. At the Park Commission's latest meeting on January 28, they finalized their plans.

Town staff then bid the project out using the MRSC Small Work Roster on January 29. The Town received the following bids:

- Out West Landscape & Irrigation, Inc - \$81,950.00 (Initial bid)
- Kirkland Land Care & Irrigation - \$31,381.00

Due to the bids coming in over budget, staff discussed alternatives with Park Commission John McGlenn where project phasing was then decided. The Town previously worked with Out West Landscape & Irrigation, Inc, who did the landscaping portion for the Town playground project with successful results. A representative from Out West also met with Park Commission Chairman John McGlenn on site and has discussed the project staff to become familiarized. Out West Landscape rebid the project for just the landscaping portion (Phase 1) which is the recommended action for approving.

- **Out West Landscape & Irrigation, Inc - \$12,485.00 (Revised bid)**

Phase 2 will include the concrete work, a portion the Town has since rebid. Phase 3 includes wrapping the three utility boxes in the ROW owned by Century Link, an action approved by Century Link, with a graphic to blend in with the environment and landscaping improvements. The Town is currently working with Traffic Wrapz, a company recommended to us by PSE, who is familiar working with jurisdictions to wrap utility boxes to request a bid.

**Recommended Action:**

Approve revised bid from Out West Landscape & Irrigation, Inc for the amount of \$12,485.00 as presented.





OUTWEST-01

SBREITHAUPT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wheat & Associates Insurance, Inc. PO Box 3548 Spokane, WA 99220		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (509) 922-2937 FAX (A/C, No): (509) 922-4103 E-MAIL ADDRESS:	
<b>INSURED</b> Out West Landscape & Irrigation, Inc. PO Box 1556 Monroe, WA 98272		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Ohio Casualty Ins Co      NAIC # 10937 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	



**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS53480476	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Emp Ben.	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAO53480476	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO53480476	4/1/2019	4/1/2020	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			BKS53480476	4/1/2019	4/1/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment Floater			BKS53480476	4/1/2019	4/1/2020	Rented EQ	90,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance - All operations of the named insured.

**CERTIFICATE HOLDER**      **CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 





**JGM**  
 LANDSCAPE ARCHITECTS  
 INCORPORATED P.S.  
 LANDSCAPE ARCHITECTURE  
 URBAN DESIGN  
 SITE PLANNING  
 PARKS AND  
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 12610 NE 104TH ST.  
 KIRKLAND WA 98033  
 PH: 425-854-1573  
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 E: jgm@jgm-arc.com

Yarrow Point Entry  
 Drive Improvements  
 Yarrow Point, WA

REVISIONS/DRAWING ISSUES:

Drawn By: CL  
 Checked By: CL



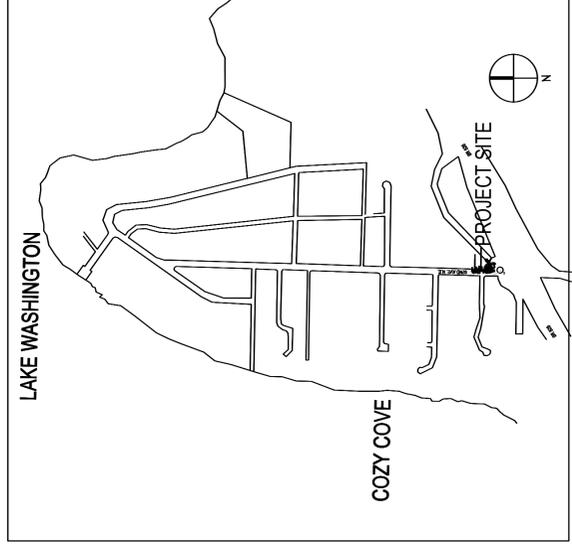
STATE OF  
 WASHINGTON  
 REGISTERED  
 LANDSCAPE ARCHITECT  
*Lewis A. King*  
 CERTIFICATE NO. 442

DATE: 2-5-2020  
 LAST UPDATE:  
 CAD FILE:

DRAWING TITLE  
 COVER SHEET

SHEET NUMBER  
 CS10

# YARROW POINT ENTRY DRIVE IMPROVEMENTS YARROW POINT, WA

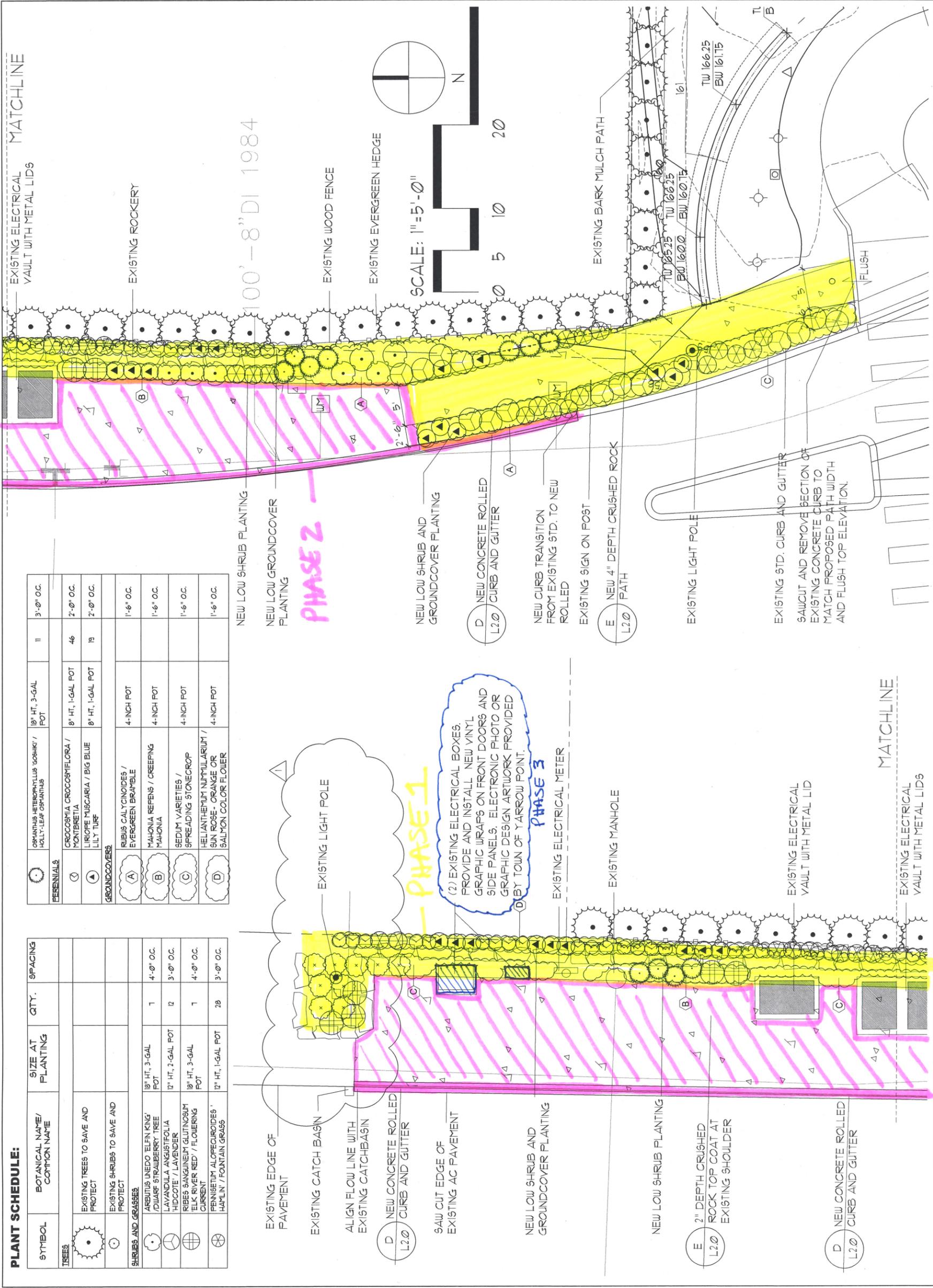


YARROW POINT VICINITY MAP

**PLANT SCHEDULE:**

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE AT PLANTING	QTY.	SPACING
<b>TREES</b>				
	EXISTING TREES TO SAVE AND PROTECT			
	EXISTING SHRUBS TO SAVE AND PROTECT			
<b>SHRUBS AND GRASSES</b>				
	ARJUNUS INEDO 'ELFIN KING' / DWARF STRAWBERRY TREE	18" HT, 3-GAL POT	1	4'-0" O.C.
	LAVANDULA ANGUSTIFOLIA / LAVENDER	12" HT, 2-GAL POT	12	3'-0" O.C.
	RIESES SANGUINEUM 'GLUTINOSUM' / ELK RIVER RED / FLOWERING CURRANT	18" HT, 3-GAL POT	1	4'-0" O.C.
	FENISBETUM ALOPECUROIDES 'HAYLIN' / FOUNTAIN GRASS	12" HT, 1-GAL POT	28	3'-0" O.C.

	ORNITHALUS HETEROPHYLLUS 'GOSHKI' / HOLLY-LEAF ORNITHALUS	18" HT, 3-GAL POT	11	3'-0" O.C.
	CROCOSMIA CROCOSYFLOREA / MONTEBETIA	8" HT, 1-GAL POT	46	2'-0" O.C.
	LIRIOPE MUSCARIA / BIG BLUE LILY TURF	8" HT, 1-GAL POT	19	2'-0" O.C.
<b>GROUNDCOVERS</b>				
	RIBUS CALYCAINOIDES / EVERGREEN BRAMBLE	4-INCH POT		1'-6" O.C.
	MAHONIA REPENS / CREEPING MAHONIA	4-INCH POT		1'-6" O.C.
	BEDJUM VARIETIES / SPREADING STONECROP	4-INCH POT		1'-6" O.C.
	HELIANTHEMUM NUMMULARIUM / SUN ROSE - ORANGE OR SALMON COLOR FLOWER	4-INCH POT		1'-6" O.C.



EXISTING ELECTRICAL VAULT WITH METAL LIDS

EXISTING ROCKERY

100'-8" DI 1984

EXISTING WOOD FENCE

EXISTING EVERGREEN HEDGE

SCALE: 1" = 5' - 0"



20

10

5

EXISTING BARK MULCH PATH

EXISTING LIGHT POLE

EXISTING 5" CURB AND GUTTER SAUCUT AND REMOVE SECTION OF EXISTING CONCRETE CURB TO MATCH PROPOSED PATH WIDTH AND FLUSH TOP ELEVATION.

MATCHLINE

EXISTING ELECTRICAL VAULT WITH METAL LIDS

**JGM LANDSCAPE ARCHITECTS**  
 INCORPORATED P.S.  
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 URBAN DESIGN  
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Yarrow Point Entry  
 Drive Improvements  
 Yarrow Point, WA

REVISIONS/DRAWING ISSUES:  
 2-12-2020

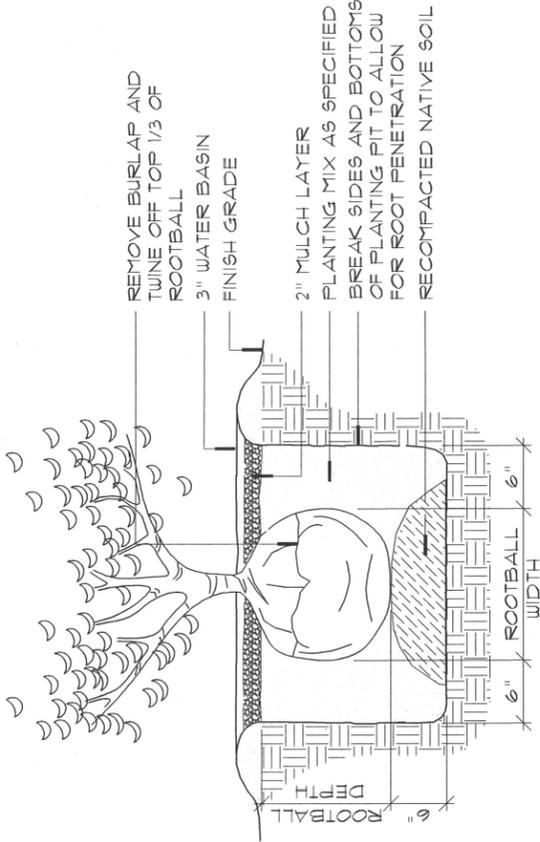
Drawn By: CL  
 Checked By: CL

STATE OF WASHINGTON  
 LANDSCAPE ARCHITECT  
 Craig A. Blair  
 LICENSE NO. 44

DATE: 2-5-2020  
 LAST UPDATE:  
 CAD FILE:

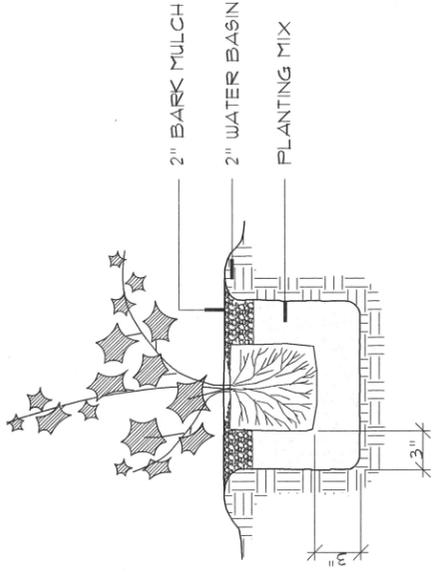
DRAWING TITLE  
 PLANTING PLAN

SHEET NUMBER  
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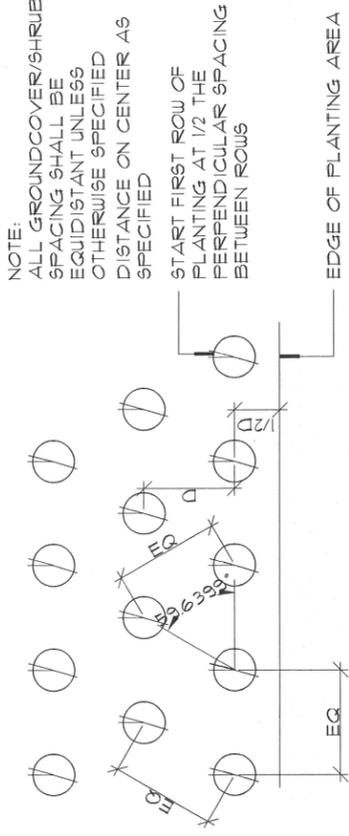
**A** TYPICAL SHRUB PLANTING DETAIL

NOT TO SCALE SHRUB-1



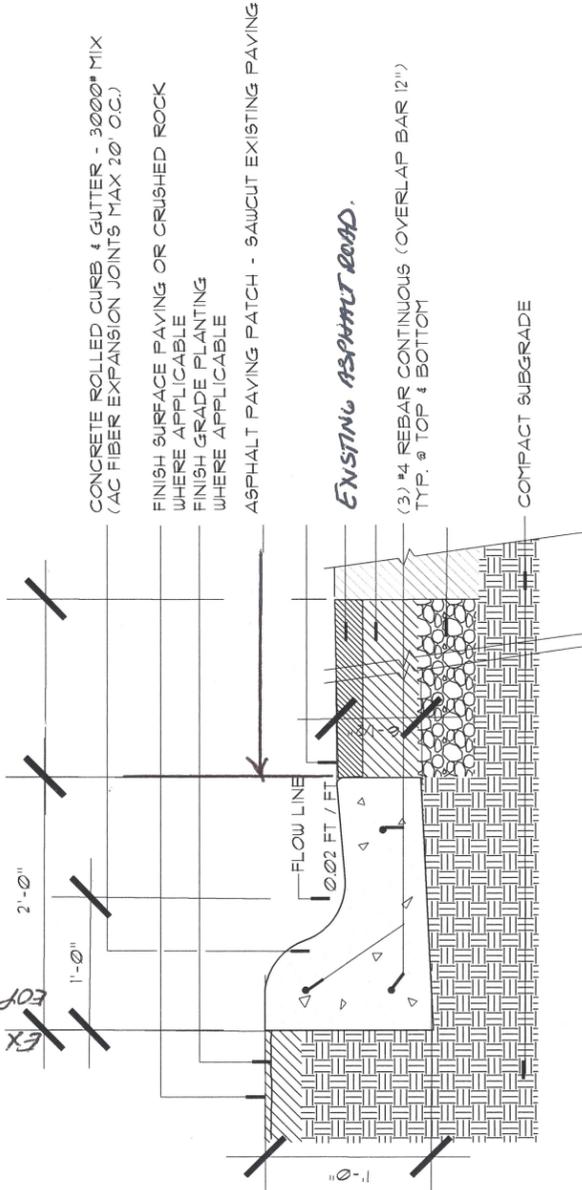
**B** GROUNDCOVER PLANTING

NOT TO SCALE GRNDCLR1



**C** TRIANGULAR PLANT SPACING

NOT TO SCALE TRI-SPACE

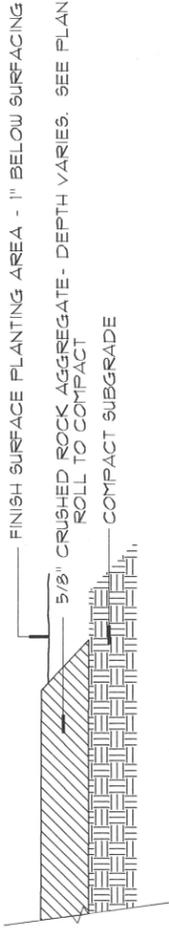


**D** TYPICAL ROLLED CURB AND GUTTER W/ AC PATCH

NOT TO SCALE RCURB-GUTR

**PLANTING NOTES AND SEQUENCE:**

1. ALL NEW PLANTINGS SHALL BE IRRIGATED FOR THE ESTABLISHMENT PERIOD WITH TOWN OF YARROW POINT WATER TRUCK. NO TRENCHING ALLOWED WITHIN CRITICAL ROOT ZONE OF EXISTING TREES.
2. ALL NEW PLANTING AREA SUBGRADES, EXCEPT THOSE WITHIN THE CRITICAL ROOT ZONE OF ALL EXISTING TREES, SHALL BE TILLED TO A DEPTH OF 12" AND ALL LARGE ROCKS, STICKS, ROOTS AND DEBRIS SHALL BE REMOVED FROM THE TILLED AREA.
3. ALL NEW PLANTING AREAS, EXCEPT THOSE WITHIN THE CRITICAL ROOT ZONE OF ALL EXISTING TREES, SHALL RECEIVE MINIMUM 2" OF COMPOST SOIL AMENDMENT TILLED INTO THE TOP 6" OF IMPORTED SANDY LOAM SOIL. ALL AREAS SHALL RECEIVE MIN. 2" OF FINE GRADE ORGANIC BARK MULCH COVER.
4. STAKE OR MARK PLANT LOCATIONS AS INDICATED ON THIS PLAN. AVOID ALL CONFLICTS WITH UTILITY LOCATIONS AND ADJUST PLANT LOCATIONS AS REQUIRED.
5. INSTALL PLANTS AS DETAILED. APPLY SUFFICIENT WATER FOR ESTABLISHMENT OF HEALTHY PLANT GROWTH.



**E** CRUSHED ROCK SURFACING

*EXISTING ASPHALT ROAD.*