YARROW POINT
TOWN COUNCIL MEETING AGENDA
Tuesday, July 14, 2020
7:00 p.m. via conference call at:
206-485-3849 Conference ID: 262 309 726#

With the adoption of the Town's Proclamation of Local Emergency and issuance of the Governor's Stay-at-Home Proclamation and Open Public Meetings Guidance, Town Hall is closed to the public and Town Council meetings must be held by teleconference or online means. Accordingly, all Town Council regular and special meetings will be conducted by teleconference/online only. Members of the public may participate in those meetings by phone/online using the links and/or numbers above. However, no contemporaneous public comment will be accepted outside of the public hearing process.

PLEDGE OF ALLEGIANCE

CALL TO ORDER: Mayor Dicker Cahill

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

APPEARANCES:
Due to remote conferencing there will be no contemporaneous public comments at the Council meeting. If residents or the public have questions, concerns or comments surrounding the COVID-19 (Coronavirus) pandemic, other Town business or issues, or the Council agenda, they may submit comments via email or regular mail to *depclerk@yarrowpoint.gov* to be included in the record. Comments or questions submitted may be addressed at the next scheduled regular Council meeting.

The Mayor will present legalities of how public meetings must be held and what essential business can be discussed during the COVID-19 Pandemic, in accordance with State proclamations and guidelines.

1. 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.

2. MINUTES
A. Minutes of regular meeting of June 9, 2020

3. STAFF REPORTS

REGULAR BUSINESS:

4. AB 20-19 – CIP/TIP for 2021-2026
A. Public Hearing
B. Ordinance No. 703 – Ordinance Adopting CIP/TIP for 2021-2026

5. AB 20-20 – Authorization of Sales and Use Tax per HB 1406
A. Ordinance No. 704 – Authorizing Sales and Use Tax

6. **AB 20-21 – Approve Iron Creek Construction LLC change order for planting area and walkway work at Town entry**

7. **AB 20-22 - Approval of funds for design change order related to NE 42nd Street/ 91st Ave NE Stormwater and UGC Project.**

8. **AB 20-23 – Noise ordinance**

9. **AB 20-24 – Special vehicle length permits**

10. **Mayor's & Council Reports**
    Face Mask Distribution

11. **ADJOURNMENT**

Business of The Town Council
Town of Yarrow Point, WA

Consent Calendar

July 14, 2020

Consent Calendar	**Proposed Council Action:** Approve Consent Calendar

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 document are included in this section:

- Payment Approval Report and Payroll Report

With keeping this packet printing to a minimum, the consultants' invoices are not included in this packet, and are included on the Payment Approval Report. If anyone wants to see the actual consultant's invoice, please contact Austen, and he will email you a copy.

Recommended Action:

Move To: Approve the Consent Calendar as presented including the Payment Approval Report dated 06/03/2020 approving payments as shown totaling **$ 175,888.49,** plus payroll, benefits, and tax expenses of **$ 30,212.72** as shown on the attached payroll & benefits report for a total of **$ 206,101.21.**

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Banner Bank					
700	Banner Bank	Office Supplies	06/17/2020	123.11	
700	Banner Bank	ROW Maintenance Supplies	06/17/2020	279.75	
700	Banner Bank	AWS Storage, Adobe, Msft	06/17/2020	654.82	
700	Banner Bank	Cell phones	06/17/2020	283.72	
700	Banner Bank	Constant Contact	06/17/2020	49.51	15,310.94
	Total Banner Bank:			1,390.91	
Bruisers Tree Service					
1381	Bruisers Tree Service	clean up fallen waillow on 6-22	06/23/2020	795.00	6,900.00
	Total Bruisers Tree Service:			795.00	
CASELLE, INC.					
1300	CASELLE, INC.	Contract and Maint for July and August	06/01/2020	1,419.00	6,326.00
	Total CASELLE, INC.:			1,419.00	
CITY OF BELLEVUE -UTILITY					
7	CITY OF BELLEVUE -UTIL	Sewer and Water	06/16/2020	338.21	955.31
	Total CITY OF BELLEVUE -UTILITY:			338.21	
CITY OF CLYDE HILL					
10	CITY OF CLYDE HILL	Police Contract - 3rd Qtr.	06/12/2020	105,989.75	
10	CITY OF CLYDE HILL	Criminal Justice - 2nd Qtr.	06/12/2020	13,466.69	332,913.75
	Total CITY OF CLYDE HILL:			119,456.44	
Comcast					
301	Comcast	Internet Service	06/14/2020	238.01	1,621.22
	Total Comcast:			238.01	
Comcast Business- VoiceEdge					
1374	Comcast Business- VoiceE	Town Hall Phones	06/15/2020	245.17	1,469.65
	Total Comcast Business- VoiceEdge:			245.17	
CRYSTAL AND SIERRA SPRINGS					
1046	CRYSTAL AND SIERRA S	Town Hall Water Cooler	06/06/2020	54.83	305.25
	Total CRYSTAL AND SIERRA SPRINGS:			54.83	
DIGITAL REPROGRAPHICS					
256	DIGITAL REPROGRAPHIC	June Council Packet (234.14) and July 4th printing	06/30/2020	286.80	2,592.58
	Total DIGITAL REPROGRAPHICS:			286.80	
ELECTRONIC BUSINESS MACHINES, INC.					
303	ELECTRONIC BUSINESS	Copier Contract	07/01/2020	266.19	540.49
	Total ELECTRONIC BUSINESS MACHINES, INC.:			266.19	
Gaylynn Brien					
1151	Gaylynn Brien	Sales Tax reports	06/30/2020	50.00	300.00

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total Gaylynn Brien:				50.00	
Iron Creek Construction LLC					
1295	Iron Creek Construction LL	Change Order for 92nd Ave Curb	06/18/2020	4,772.50	61,744.00
Total Iron Creek Construction LLC:				4,772.50	
ISOutsource					
1301	ISOutsource	Monthly billing for June and July	06/03/2020	110.00	
1301	ISOutsource	iVSAT Remediation	06/30/2020	278.90	7,791.84
Total ISOutsource:				388.90	
KING COUNTY FINANCE					
600	KING COUNTY FINANCE	1st Qtr. 2% of Liquor Profits ands Liquor Excise Tax	05/28/2020	73.82	481.90
Total KING COUNTY FINANCE:				73.82	
King County Finance WRIA					
91	King County Finance WRIA	WRIA-based Watershed Planning by KC Dept Nat Res	06/08/2020	906.00	906.00
Total King County Finance WRIA:				906.00	
KING COUNTY SHERIFF'S OFFICE					
129	KING COUNTY SHERIFF'	Marine Patrol Services for 2020	06/23/2020	14,340.00	14,340.00
Total KING COUNTY SHERIFF'S OFFICE:				14,340.00	
KIRKLAND MUNICIPAL COURT					
111	KIRKLAND MUNICIPAL C	Court Costs	06/16/2020	376.57	613.96
Total KIRKLAND MUNICIPAL COURT:				376.57	
MONA H. GREEN					
219	MONA H. GREEN	Building Permits	06/30/2020	675.00	
219	MONA H. GREEN	Pre-applications	06/30/2020	540.00	
219	MONA H. GREEN	Shoreline Substantial Development	06/30/2020	67.50	
219	MONA H. GREEN	Shoreline Exemption	06/30/2020	135.00	
219	MONA H. GREEN	Mechanical Permits	06/30/2020	168.75	
219	MONA H. GREEN	Miscellaneous	06/30/2020	877.50	18,798.75
Total MONA H. GREEN:				2,463.75	
MUNICIPAL PERMIT SERVICE, LLC					
350	MUNICIPAL PERMIT SER	Code enforcement	06/30/2020	324.58	
350	MUNICIPAL PERMIT SER	Building Permit Inspections	06/30/2020	1,803.13	
350	MUNICIPAL PERMIT SER	Mechanical/Plumbing Permit Inspections	06/30/2020	320.56	
350	MUNICIPAL PERMIT SER	Demo permit inspections	06/30/2020	97.20	
350	MUNICIPAL PERMIT SER	Fence permit inspections	06/30/2020	96.63	
350	MUNICIPAL PERMIT SER	Plan review	06/30/2020	1,472.20	20,569.87
Total MUNICIPAL PERMIT SERVICE, LLC:				4,114.30	
Northern Waters					
304	Northern Waters	Replace valave and broken head - fountain	06/09/2020	254.18	722.43

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total Northern Waters:				254.18	
NORTHWEST CIVIL SOLUTIONS					
450	NORTHWEST CIVIL SOLU	Town Entry Project	06/30/2020	1,062.50	
450	NORTHWEST CIVIL SOLU	42nd St-91stAve Stormwater Upsizing and UGC Projec	06/30/2020	1,250.00	
450	NORTHWEST CIVIL SOLU	Update Comp Stormwater Plan	06/30/2020	31.25	
450	NORTHWEST CIVIL SOLU	Pre-applications	06/30/2020	593.75	
450	NORTHWEST CIVIL SOLU	Plan Review-Site Development	06/30/2020	468.75	
450	NORTHWEST CIVIL SOLU	Right of Way Permits	06/30/2020	343.75	
450	NORTHWEST CIVIL SOLU	General Administration	06/30/2020	1,312.50	33,906.25
Total NORTHWEST CIVIL SOLUTIONS:				5,062.50	
Ogden Murphy Wallace					
1390	Ogden Murphy Wallace	Clerk	06/11/2020	357.50	
1390	Ogden Murphy Wallace	Council	06/11/2020	552.50	
1390	Ogden Murphy Wallace	Land Use	06/11/2020	325.00	
1390	Ogden Murphy Wallace	Mayor/Executive	06/11/2020	1,755.00	22,167.40
Total Ogden Murphy Wallace:				2,990.00	
Pace Engineers, INC.					
1152	Pace Engineers, INC.	Stormwater Plan Update	06/30/2020	9,914.00	27,503.00
Total Pace Engineers, INC.:				9,914.00	
PUGET SOUND CLEAN AIR AGY					
109	PUGET SOUND CLEAN AI	Town Hall Service	06/25/2020	167.70	
109	PUGET SOUND CLEAN AI	Street Lights	06/25/2020	843.60	4,140.30
Total PUGET SOUND CLEAN AIR AGY:				1,011.30	
SEA-TAC SWEEPING SERVICE					
46	SEA-TAC SWEEPING SE	Street cleaning	06/29/2020	317.50	
46	SEA-TAC SWEEPING SE	Street cleaning	06/29/2020	317.50	3,810.00
Total SEA-TAC SWEEPING SERVICE:				635.00	
Smith, Jason and Cindy					
1445	Smith, Jason and Cindy	Street Deposit Refund	06/30/2020	3,750.00	3,750.00
Total Smith, Jason and Cindy:				3,750.00	
State Department of Transportation					
280	State Department of Trans	Gas for town truck	05/30/2020	98.08	
280	State Department of Trans	Gas for town truck	06/30/2020	94.52	659.94
Total State Department of Transportation:				192.60	
THE SEATTLE TIMES					
192	THE SEATTLE TIMES	Publications	06/30/2020	102.51	1,350.63
Total THE SEATTLE TIMES:				102.51	
Grand Totals:				175,888.49	

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments

Certification of the Consent Calendar as presented including the Payment Approval Report dated 07/08/2020 approving payments as shown totaling $175,888.49, plus payroll, tax, and benefit expenses of $30,212.72 as shown on the attached payroll & tax and benefits report for a grand total of $206,101.21.

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 Bonnie Ritter

Dated: July 14, 2020

Mayor Dicker Cahill: _____

Councilmember Steve Bush: _____

Councilmember Mary Elmore: _____

Councilmember Stephan Lagerholm: _____

Councilmember Carl Scandella: _____

Councilmember Andy Valaas: _____

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
06/30/2020	CDPT		0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fa	001-2200000	85.29-
06/30/2020	PC	06/30/2020	5633	Void			999-1010110	
06/30/2020	PC	06/30/2020	5634	Void			999-1010110	
06/30/2020	PC	06/30/2020	5635	Void			999-1010110	
06/30/2020	PC	06/30/2020	5636	Cahill, Richard	9030			
06/30/2020	PC	06/30/2020	5637	Benjamin Tobin	9043		999-1010110	488.71-
06/30/2020	PC	06/30/2020	5638	Schroeder, Ashley	9044		999-1010110	970.45-
06/30/2020	PC	06/30/2020	620201	Lovas, Istvan	9002		999-1010110	4,239.32-
06/30/2020	CDPT	06/19/2020	620201	Association of Washington Cities	9	Health and Dental Insurance Insu	001-2200000	825.21-
06/30/2020	CDPT	06/19/2020	620201	Association of Washington Cities	9	Health and Dental Insurance Hea	001-2200000	2,275.20-
06/30/2020	CDPT	06/19/2020	620201	Association of Washington Cities	9	Health and Dental Insurance Den	001-2200000	164.37-
06/30/2020	CDPT	06/19/2020	620201	Association of Washington Cities	9	Health and Dental Insurance Visi	001-2200000	36.06-
06/30/2020	PC	06/30/2020	620202	Wilcox, Austen	9037		999-1010110	3,434.12-
06/30/2020	CDPT	06/19/2020	620202	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	1,467.14-
06/30/2020	CDPT	06/19/2020	620202	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	2,388.30-
06/30/2020	PC	06/30/2020	620203	Ritter, Bonnie	9041		999-1010110	5,508.71-
06/30/2020	CDPT	06/19/2020	620203	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,427.02-
06/30/2020	CDPT	06/19/2020	620203	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,427.02-
06/30/2020	CDPT	06/19/2020	620203	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	333.75-
06/30/2020	CDPT	06/19/2020	620203	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	333.75-
06/30/2020	CDPT	06/19/2020	620203	Federal Tax	2	941 Taxes Federal Withholding T	001-2200000	4,322.03-
06/30/2020	CDPT	06/19/2020	620204	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compens	001-2200000	439.61-
06/30/2020	CDPT	06/19/2020	620205	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security P	001-2200000	46.03-
06/30/2020	CDPT	06/30/2020	8232018	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I	001-2200000	.62-
06/30/2020	CDPT	06/30/2020	8232018	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security P	001-2200000	.01-
Grand Totals:			24					30,212.72-

TOWN OF YARROW POINT
COUNCIL REGULAR MEETING (TELECONFERENCE) MINUTES
June 9, 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 Stacia Schroeder – Town Engineer Mona Green – Town Planner Steve Wilcox – Building Official
Guests:	

APPEARANCES:
None.

1. PUBLIC MEETING GUIDELINES
Mayor Cahill presented legalities of how public meetings must be held and what essential business can be discussed during the COVID-19 Pandemic, in accordance with State proclamations and guidelines.

2. CONSENT CALENDAR:
Mayor Cahill discussed individual line items on the Consent Calendar and addressed specific questions from Council.

Clerk-Treasurer Ritter noted that signatures can be done for the consent calendar payment approvals from the teleconference Council meetings the next time the Council has a State approved in-person Council meeting.

MOTION: Councilmember Valaas moved to approve the Consent Calendar including the Payment Approval Report dated 6/3/2020 approving payments as shown totaling $57,484.77,

plus payroll, benefits, and tax expenses of $29,216.22 as shown on the attached payroll and benefits reports for a grand total of $86,700.99. Councilmember Lagerholm seconded the motion.
VOTE: 5 For, 0 Against. Motion carried.

3. MINUTES

Minutes of regular meeting May 12, 2020
MOTION: Councilmember Valaas moved to approve the regular meeting minutes of May 12, 2020. Councilmember Elmore a seconded the motion.
VOTE: 4 For, 0 Against. Councilmember Elmore abstained. Motion carried.

4. STAFF REPORTS:

A. Police Report: Mayor Cahill provided a report of May police activity in place of Clyde Hill PD absence. He noted the following items:

- A longtime Yarrow Point resident passed away.
- Mayor will request Clyde Hill PD's participation for the next Council meeting.

B. Town Engineer Report:

2019 NE 42nd Street/91st Ave NE Stormwater Upsizing and UGC Project
Engineer Schroeder stated that notice went out to residents notifying them of the project's start and expected completion dates. The City of Bellevue's project will begin June 1 and is expected to last 6 weeks at which time the Town of Yarrow Point will complete a stormwater upsizing project on NE 42nd Street as well as an overhead to underground utility project for power, phone, and cable on both NE 42nd Street and 91st Avenue NE. The Town's project is expected to wrap up by October 2020.

Stormwater Management Plan Update
PACE completed the 2019 SWMP final update on April 14, 2020. The Town Engineer completed her review on April 29th, 2020. She met with PACE to discuss several areas of the report that still needed updating. PACE is currently working to revise the final draft per those comments and will provide a Council presentation for later in 2020.

Councilmember Valaas stated that he observed an unsightly job site in Clyde Hill created by a contractor performing a right of way use project. He informed Engineer Schroeder to monitor this particular contractor should they perform work in Yarrow Point.

REGULAR BUSINESS:

5. AB 20-16: Approval of Park Commission Recommendation for Utility Box Wrapping

The Town received a proposal from Traffic Wrapz, a company recommended by PSE, to wrap the three utility boxes on the west side shoulder of 92nd Ave NE as part the Town entry landscaping improvement project. The Town received permission in November 2019 from CenturyLink, the owner of the utility boxes, to wrap them. The Park Commission is currently working on a design that will be a natural-based graphic that blends into the environment. An example design is provided. Once chosen, the design will be sent to Traffic Wrapz who will

produce and install the wrap. Traffic Wrapz has previously visited the site to gather measurements for their proposal. Please note that our representative from Traffic Wrapz has waived the 60-day proposal expiration as noted on the bottom of pg. 5 of the proposal and will allow us to move forward when we are ready.

As an update on the concrete work (phase 1), Iron Creek Construction is slated to begin work the week of June 8. Park Commission Chairman McGlenn and Engineer Schroeder met on 6/1 and determined that the subgrade work and installation of the crushed rock pathway which previously fell under the required scope of the landscaper, would be best left to Iron Creek Construction as they are set up for flaggers and have the proper equipment. Iron Creek Construction will be performing this additional work at the same time they are out doing the concrete work. The additional cost will fall under the Engineer's contingency. The landscape provider will now only be responsible for installing the plants and the Park Commission has decided to hold off on the actual planting until fall. The landscaping company will supply a revised bid to install just the plantings and this will be included in the September Council agenda.

Engineer Schroeder addressed questions from Council regarding an amended scope of work for the landscaping portion. She will discuss specific detail items requested by Council with the contractor tomorrow morning, June 10.

Council discussed the proposal from Traffic Wrapz and asked staff to get more clarification on detail items. The discussion has been tabled until the July Council meeting.

6. <u>AB 20-17: CIP/TIP Plan – 2021-2026</u>

This Capital Improvement Plan represents the latest information available from the updated 2019 Stormwater Management Plan and is for discussion only.

Engineer Schroeder gave a presentation on specific projects listed and answered questions from Council.

7. <u>AB 20-18: Mayor Pro Tem</u>

According to RCW 35.27.160, the Mayor shall preside over all meetings of the Council at which he or she is present. A Mayor Pro Tem may be chosen by the Council for a specified period of time, not to exceed six months, to act as the Mayor in the absence of the Mayor.

<u>MOTION:</u> Councilmember Valaas moved to appoint Councilmember Scandella to serve as the Mayor Pro Tem for the next six months – July 1, 2020 through December 31, 2020. Councilmember Elmore seconded the motion.
<u>VOTE:</u> 4 For, 0 Against. Councilmember Scandella abstained. Motion carried.

7. <u>MAYOR AND COUNCIL REPORTS:</u>

<u>Mayor Cahill</u>

- Real Estate Excise Tax is ahead for this year. There is a lag on the 2nd and 3rd quarters due to volume.
- Sales tax is ahead of schedule.
- Fiscally, the Town is strong for the first 5-months of the year.

- There were two recent organized demonstrations in Yarrow Point relating to Black Lives Matter. The demonstrations and rallies were conducted in a peaceful manner.
- Mayor and Council discussed a potential proclamation for Black Lives Matter. Mayor will draft a proclamation for Council consideration.
- Cancellation of the Points 4th of July Celebration events. Mayor Cahill will request that neighboring jurisdictions include this information in their community outreach. Yarrow Point will put a sign out two weeks prior to the 4th of July notifying the community of the cancelled events.
- Mayor Cahill discussed the possibility of the Town hiring a private security company for increased security. He shared that he has received phone calls from some concerned residents due to the recent protests in surrounding cities.
- The Flock license plate reader cameras were installed. The Mayor gave an overview of the management of the system and how public records requests would be handled on a case-by-case basis. Alerts will be sent automatically to Clyde Hill PD.

Councilmembers shared individual viewpoints and opinions as citizens regarding the George Floyd incident, Black Lives Matter, and related rallies and demonstrations.

8. ADJOURNMENT:

MOTION: Councilmember Bush moved to adjourn the meeting at 8:52 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

Staff Reports
July 14, 2020

STAFF REPORTS

1. Engineer Reports

   A. 2019 NE 42nd Street/91st Ave NE Stormwater Upsizing and UGC Project

   B. Stormwater Management Plan Update

2. Police Reports for June

3. Town Entry Utility Box Wrap Update

4. Clerk-Treasurer Report on 6-month Financials

5. Fire/EMS Reports

6. Commission Minutes
   June 23, 2020 Park Board

Town of Yarrow Point

July 14, 2020

PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
7/14/20	2019 NE 42nd Street/ 91st Ave NE Stormwater Upsizing & UGC Project	Stacia Schroeder

STATUS SUMMARY

The 2019 NE 42nd Street/ 91st Ave NE Stormwater Upsizing & UGC Project is underway! KarVel Construction began installing the new ductile iron water main on June 22nd. The City of Bellevue informed us however, that their Contractor needs to finish up an unrelated job between July 6 and July 24, and will return to our site on July 27th. Completion of the water main project is expected at the end of August.

In the meantime, Town staff received a final PSE power design on May 27th, 2020. These drawings were reviewed by our civil engineer Gray & Osborne and forwarded to Comcast and CenturyLink. Gray & Osborne anticipates having the final package (civil plans and project manual) ready to bid by the end of July. Assuming everything goes well the Town will have bids in hand by the end of September 2020.

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	1st Mtg set for 12/6/18 @ 9am
Town Review/ Approval	100	February 2019	Town Council	
Project Design	90	July 2020	Stacia Schroeder	90% January 2020 then on HOLD

BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
Stormwater Design (2019) UGC Design (2019)	$30,000 $40,000			CIP S-1: Design CIP U-1: Design
Jan 2019 – June 2020 Town Engineer Project Management		$13,312.50	Yes	
Jan 2019 – June 2020 Civil Engineering Consultant		$42,562.07	Yes	Contract Amt: $42,600.00; Design Change Order No. 1: $9,700.00

Gray & Osborne, Inc.				
Evergreen Concrete Cutting:	$0	$2,043.00	No	Coring Pavement to determine depth
Total:	**$70,000**	**$55,874.57**		
Construction (2021: Stormwater plus ½ Overlay)	$585,000	$0		CIP S-2: Construction (7/14/20) CIP ½T-2: Overlay
Construction (2021: UGC plus ½ Overlay)	$585,000	$0		CIP U-2: Construction (7/14/20) CIP ½T-2: Overlay

RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS

Town of Yarrow Point

July 14, 2020

PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
7/14/20	Stormwater Management Plan Update	Stacia Schroeder

STATUS SUMMARY

PACE completed the stormwater management plan update on June 10, 2020. A link to the entire document was sent to the Town Council that same day. PACE's final invoice is included in this project status report and the project is closed.

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 April 2020	Town Engineer	Returned comments to PACE 2/24/20 and 4/29/2020
SWMP Final Update - PACE	100	June 2020	Town Engineer	

BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
SWMP Update (2019)	$80,000			
Jan 2019 –June 2020 Town Engineer Project Management		$18,687.50	No	Jan/ Feb 2019: Several hours spent researching permit records and gathering information for inclusion into new SWMP Feb 2020 and April 2020 final draft review
Jan 2019 – June 2020 Civil Engineering Consultant PACE Engineers, Inc.		$81,106.75	No	Contract Amt: $72,034.00; Expecting to exceed budget by ~15-20%; CB's in system inventory exceeded proposal amount and including these structures in the final report causing an increase in cost.
Total	**$80,000**	**$99,794.25**		

RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS

Final staff report. Project closed 7/14/20.

Town of Yarrow Point
ACTIVITY REPORT

	2020 June	2020 May	2020 YTD
CRIMES AGAINST PERSONS			
Assault	0	0	0
Domestic Violence/Disturbance	2	0	4
Harassment	0	0	3
Order violation	1	0	1
Rape/sex offenses	0	0	0
Robbery	0	0	0
Other *(APS, CPS, civil, extortion, custodial interference, abuse)*	2	0	2
PROPERTY CRIMES			
Burglary	0	1	3
Fraud	1	7	8
MV Prowl	0	0	4
MV Theft	0	0	0
Theft	0	1	5
Other *(malicious mischief, arson, prowler, trespass, illegal dumping)*	0	1	2
ARRESTS			
Drug/alcohol	0	1	1
Warrants	0	0	1
Other	1	0	5
TRAFFIC ACTIVITY			
Citations	0	2	5
Infractions	7	2	21
Warnings	10	5	45
Traffic accidents	0	0	2
Traffic stops	12	7	52
OTHER			
Alarms	3	2	16
Complaints			
~Animal	1	0	1
~Fireworks	0	0	0
~Noise	0	0	0
~Parking	2	7	22
~Soliciting	0	0	1
Deaths	0	1	1
QA	4	1	15
Drug/alcohol	0	0	0
PUBLIC SERVICES			
Other Public Services *(officer on-view, follow up, walk through, community policing, fire assist, contacts, citizen assist, welfare/area check, order service, 911 hang ups)*	35	35	133

Town of Yarrow Point
June 2020

2020-1925	06-21-20	3400 BLK 92nd Ave NE	Civil	Swai
Officer dispatched to an ongoing civil dispute between neighbors. Parties were separated and gave conflicting stories to the officer. No crime. Parties advised to remain on their respective properties. Report for information/documentation purposes.				
2020-1928	06-21-20	9000 BLK NE 34th St	DV	Fernandez
Officer dispatched to a report of a physical DV. Upon arrival, it was determined that the suspect had physically assaulted the victim. Victim declined aid. Parties were separated, and the suspect was arrested and transported to Kirkland Jail. Case forwarded to prosecutor.				
2020-1936	06-21-20	9000 BLK NE 34th St	DV	Fernandez
Officer dispatched to a report of a physical DV that had occurred last week. Victim provided a statement and suspect information. Case forwarded to prosecutor for charges through investigation for assault.				
2020-1951	06-23-20	9000 BLK NE 24th St	Order Violation	Cobrea
Officers dispatched to a report of a no-contact order violation. Suspect was on scene and had changed the locks to prevent the victim from accessing the property. Suspect was advised they cannot be on the property per the court order; they handed the new keys to the officers (who gave the keys to the victim) then left peacefully. Case forwarded to prosecutor for review of charges.				

Issued Ticket Report Summary
Yarrow Point
6/1/2020 through 6
/30/2020

Citations - Non-Traffic	***1***	***Location***
ASSAULT 4TH DEGREE	*1*	*9000 BLK NE 34th St*

Citations - Traffic	***0***	***Location***

Infractions - Traffic	***7***	***Location***
SPEED 1-5 MPH OVER LIMIT (40 OR UNDER)	*1*	8900 BLK POINTS DR
SPEED 11-15 MPH OVER LIMIT (40 OR UNDER)	*3*	8900 BLK POINTS DR (2)
		9000 BLK POINTS DR
SPEED 16-20 MPH OVER LIMIT (40 OR UNDER)	*2*	8900 BLK POINTS DR
		9000 BLK POINTS DR
SPEED 21-25 MPH OVER LIMIT (40 OR UNDER)	*1*	8900 BLK POINTS DR

Infractions - Parking	***0***	***Location***

PROJECT STATUS REPORT

TOWN OF YARROW POINT

REPORT DATE	PROJECT NAME	PREPARED BY
July 7, 2020	Town Entry Landscaping Project – Utility Box Wrapping (Phase 3)	Deputy Clerk, Austen Wilcox

STATUS SUMMARY

PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Permission received from Century Link to wrap their 3 utility boxes at Town entry ROW.	100%	Completed	Deputy Clerk	Permission granted by CenturyLink authority on November 27, 2019.
Received proposal from Traffic Wrapz.	100%	Completed	Deputy Clerk	Proposal received on March 6, 2020 for $6,379.91.
Proposal from Traffic Wrapz presented to Council including example graphic design from Park Board.	50%	In review	Deputy Clerk	Council requested staff to gather further information on warranty and vandalism related questions. Answers are below.
Park Board graphic design creation.	50%	Spring of 2021	Park Board Member Krista Fleming	The Park Board is working on a natural-based graphic design that will feature an image that blends into the environment. At the latest (June) Park Board meeting, the members decided to hold off on the actual wrapping until spring of 2021 after the new plantings begin to mature.
Proposal from Traffic Wrapz presented to Council for approval.	0%	Spring of 2021	Deputy Clerk	The Town may need to request a new proposal next year due to the extent of time since the initial proposal was received. When the Park Board is ready, staff will put on the agenda a future Traffic Wrapz proposal (likely spring of 2021) for Council review/approval.

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS

At the June Council meeting, Council discussed the proposal from Traffic Wrapz to wrap the three CenturyLink-owned utility boxes. After discussion, Council requested staff to seek further clarity from TrafficWrapz regarding questions they had.

June Park Board Meeting Update:

At the June Park Board meeting, the Park Board decided to push the actual wrapping of the utility boxes off until spring of 2021. They would like to have the plantings mature some in this area prior to the creation of the natural-based graphic in order to get the best representation of it

We will plan to revisit this project next year. In the meantime, here is follow up to the questions at the June Council meeting answered from Traffic Wrapz.

- **Graffiti damage:** The wrap is designed to be cleaned with normal cleaners to remove graffiti. The wrap is chemical resistant.
- **What happens if it gets scratched?** The wrap is made out of a "scratch resistant" material but knife cuts, or similar, will go through it.
- **Warranty?** 1-year warranty on workmanship, 5 years fade / UV protectant depending on climate zone. (This does not include vandalism.)
- **How often to replace the wrap?** The life of the wrap is actually longer than the 5-7-year fade/UV warranty. We have installations that have been out there for that almost that long that are showing no signs of fading or failing seams. I think that it would probably look great for up to 10 years or until someone decides to change the art. We can replace full panels (sides) if they are damaged. No need to replace the full wrap if it is not necessary. We can also replace sections of a side if you want to go that way. The only watch out if only sections are replaced is that there would be a seam around the replacement piece. That would be hard to notice from a distance. We keep all art on file if there is vandalism or a car knocks down the cabinet. So, there are no additional charges for art and design. We just print the damaged parts again.

TRAFFICWRAPZ
municipal beautification graphics and graffiti protection laminates

West Palm Beach, Florida • Los Angeles, California • Buffalo, New York • Seattle, Washington

TrafficWrapz Headquarters
515 North Flagler Drive Suite P300
West Palm Beach, Florida 33401

RECEIVED
MAR 06 2020
TOWN OF YARROW POINT
Clerk's Office

March 6, 2020

Yarrow Point,

We are pleased to have the opportunity to provide a proposal for your current project. We have offices or production facilities in West Palm Beach Florida, Seattle Washington, Los Angeles California and Buffalo New York. Our TrafficWrapz branded products were developed specifically for city and municipal industrial applications. Our patent-pending, exclusive products and techniques exceed industry standards by implementing our own exclusive certification protocol that involves testing, safety protocols, continuous education and training focused on beatification applications. We partner with cities, companies large and small, across North America to bring their ideas to life since 1995.

We have been trusted to bring creativity and ideas to organizations for many years and are looking forward in earning your trust. From a small project to large, we manage everything within our organization. We have a staff including: project specialists, designers, production specialists, artist implementation specialists and logistics. This insures our high quality standards from concept to execution are met.

We have worked with municipalities across North America implementing complicated projects from 1 item to thousands. In fact, many of the leading traffic cabinet manufacturers only trust our products and company to install on their equipment across North America. This gives us the ability to manage the entire process from concept to production to installation for thousands of custom applications or just one.

If you have not seen our video of our products in action, paste the below link in your browser.

Trafficwrapz.com/videos

Our experience and dedicated staff stands by our clients and our reputation as a company. Additional information and a proposal are included. We are looking forward in personally serving your organization and your community.

Sincerely,

Daniel Gittere
Executive Vice President

Herb Kiekenapp will also be personally managing your project.
Feel free to contact Herb at:
1.855.55WRAPZ Ext 201
Herb@trafficwrapz.com

Why Trafficwrapz?

Experience, creativity, technologically advanced, detailed and exclusively focused on city beautification: We are not a sign shop that does wraps. We are a city beautification company that engineered products to beautify and protect city equipment and objects. We are endorsed by the largest traffic and utility companies in the nation for our quality, safety standards, longevity of product and guaranteed it will not infringe on your equipment's operation.

The idea and the application of a graffiti proof / easy to clean durable product was founded by our team, and it's patent pending. We spent years developing the technology, techniques and process. Our team has exclusive partnerships with DuPont™ and co-developed this technology. Our technology and application is the only product that has been tested and listed for use on traffic and utility cabinets in the world.

The film:

It's advanced and Boeing, NASA, and many other organizations use variations of this technology. It's even used to protect the new fleet of Good Year blimps. We created the only true conformable graffiti and chemical resistant film in the world.

Protect your masterpieces from:

Acid Etching
Epoxy paint
Markers
UV / Fading
Dirt
Environmental contaminates
Chemicals
Stickers / adhesives

Other features:

Self Cleaning
Chemical / natural cleaners compatible
Luster finish to reduce headlight glare

Don't be fooled:

We provide all technical specifications and warranties in writing. Make sure you ask all companies for technical bulletins, product information, and warranties. Verify certification to touch and wrap electrical equipment by manufacturers and have a safety protocol on installations on intersections. Ask for printed product samples and test the materials (Use MEK, epoxy paint, oil markers and graffiti cleaners on the samples). Look at the print quality.

Just because a company wrapped an object, does not make them qualified to wrap a sophisticated piece of city infrastructure. Ask for references and photos. Concentrate on seams, corners and rivets. Everything looks good from a distance; many cities do not take a closer look.

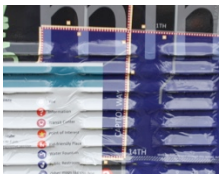
What to watch out for:
(Real examples from Olympia WA and Fort Lauderdale FL)

Rivet issues

Lack of coverage

Bad installations

Pixelated graphics


Graphics failing

Here is what to expect from us:

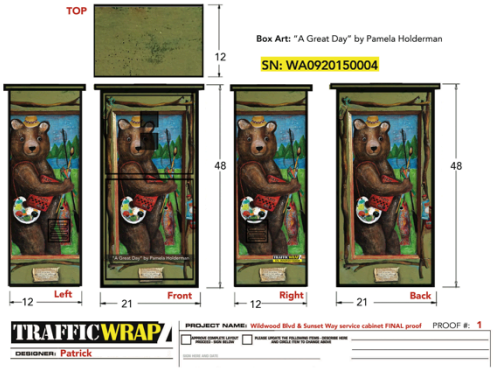
Professional project management, experienced designers, High-resolution printing, and a dedicated and trained team

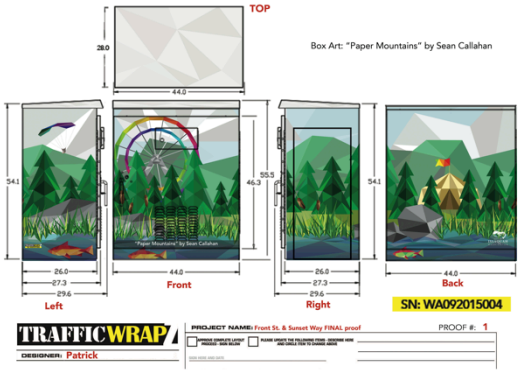
What to expect for proofing:

We've worked with the Historical society to scan / get old photography to place on historical locations. Many times it's hard to imagine what it will look like, so we show them before we install the product through a 3D visualization or a proof. We've also worked with local art schools to help bring art programs alive.

3D Proof (additional charge)

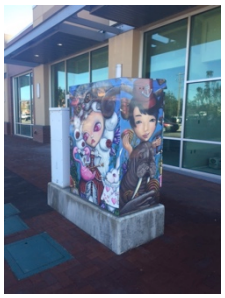
Art Proofs (included in proposal)





Examples of projects

Small or large, customized or creative, our team is ready. TrafficWrapz ONLY focuses and does beatification projects. In installing on traffic cabinets and electrical fixtures.



Coverage specifications:
-Cabinet will be covered on all 4 sides, including door lips, doorframes, and doors. There is also an option to include the top of the cabinet.
-Accesses to cabinets are not required, but do allow us to do a better coverage on the door opening edges.
-Will be cut / designed / installed to the specific cabinet type (NEMA, M Series, etc)

Material specifications:
-Certified High definition / high quality graphic base material (Specific material may vary upon application)
-Certified TW 360hd DuPont™ Tedlar exclusive protective finish with Anti-graffiti, graffiti proof & chemical resistant films
-Multi layered exclusive film (wrap) designed for traffic cabinets. Multi layered exclusive film, with enhanced features protecting your investment such as:
-UV Protected / fade resistant, 5-7 year rated protective coating
-Acid rain / environmental toxin resistant
-Will not degrade in ocean communities (High salt levels in environment / air)
-Rated for anti-Graffiti protection (exclusive engineered films allows easy non-toxic removal of graffiti)
-Rated / tested to use typical cabinet cleaners (including Methyl ethyl ketone) and new natural cleaners
-High Definition graphics / art reproduction
-Material / process reviewed by major cabinet manufacturer
-Every-day scratch resistant (Not form severe objects such as a knife or blunt object)

Warranties:
1 year warranty on workmanship, 5 years fade / UV protectant depending on climate zone

**Although our materials are built to last (Up to 2x vinyl decal), certain exclusions apply. Please refer to product information sheet for detailed information.*

Did you know?

- Our products are not typical vinyl material or claimed graffiti-proof products found at sign manufacturers and wrap shops. Normal vinyl degrades faster when exposed to sun and typical UV protective laminates may fail in this type of application. Our excusive protective film TW 360hd are true anti-graffiti / graffiti proof and chemical resistant films and will not be damaged when your city uses typical cleaning products on it. You can even use our own Soy based biodegradable natural cleaner.

- We developed our own installation procedures that use NO flammable cleaners and preparation cleaners. This meets requirements when operating on electrical equipment.

- We work on beautification projects around the nation

Our proposal:

Our proposal includes everything listed to complete your project and there are no hidden charges. There are additional preparations below you may have to prepare for. Our proposal listed below includes set up design time, accesses to our image catalog, project management, our exclusive product, basic cleaning preparation and installation. We will manage the project with your team. If the boxes are smaller that what you provided, your quote will be reduced. If we are provided incorrect information on size, specifications and art requirements, we may have to provide a new estimate.

Preparation prior to install:
If cabinets have rust or paint chips, the areas should be lightly sanded and primed 2 weeks prior to installation. To insure a successful install, landscaping such as bushes and shrubs should be trimmed away from the cabinet. Other surface imperfections from nature such as heavy moss, algae and soil buildup should also be cleaned at least 3 days prior installation.

Cabinet Executions:

		IN INCHES			Main Structure		Top of Structure				
Manufacture	**Model**	**H**	**W**	**D**	**Film**	**Install & Prep**	**Film**	**Install & Prep**	**Art / Setup**	**Site Visit**	**Total**
Yarrow Point											
	Cab 1	54	43	28	$1,093.50	$607.50	$180.60	$100.33	$ 200.00	$ 35.00	$2,216.93
	Cab 2	48	36	14	$910.80	$386.00	$75.60	$42.00	$ 200.00	$ 35.00	$1,649.40
	Cab 3 & Extra	64	22	9	$812.60	$451.44	$42.08	$23.38	$ 160.00	$ 35.00	$1,524.49
Other Charges											**$5,390.83**
	Prevailing wage administration				YES						
	Admin & Prevailing wage paperwork										$450.00
	Sales Tax				10%						$539.08
TOTAL											**$989.08**

Total	**$6,379.91**

Terms:
50% upon acceptance, 50% upon completion

SIGNATURE & APPROVAL TO PROCEED

Estimate Approval: _____ _____
Signature Date

Print Name: _____
Fax back to: 561-282-6075

Proposal expiration:
60 days from proposal package date

Proposal does not include:
Permits, local licenses and administration fee's
Sales Tax: *Local sales tax will be added if a proper tax-exempt certificate is not presented*

Town of Yarrow Point, Washington

STAFF REPORT

TO: Mayor and Town Council

FROM: Clerk-Treasurer Bonnie Ritter

RE: Financials for period ending 6/30/2020

I have included for your reference the financial statement at the fund level showing actual expenditures and revenues compared to the budget.

Our largest revenue sources are the taxes reflected in the General Fund 001 and the real estate excise taxes in Funds 301 and 304. Here is a comparison of where the property taxes, local sales & use tax, and REET are through six months:

	2020	**2019**
Property Taxes	$ 318,822	$ 329,512
Local Sales & Use	$ 136,705	$ 116,100
Real Estate Excise	$ 234,736	$ 203,246

I feel that we are very fortunate as a Town, to be going through such a trying time without drastic impacts on our budget. I participate in conference calls with City Administrators and Managers and their loss of business taxes and other revenues have created devastating impacts on their budgets.

If anyone has questions, please contact me before the meeting so I can get answers for you.

Stay safe!

Account Number	Account Title	2020 Period Actual	06/2020 Current year Actual	2020 Current year Budget	Remaining	Percentage
GENERAL FUND #001						
	GENERAL FUND #001 Revenue Total:	668,677.76	668,677.76	1,209,114	540,436.24	55%
	GENERAL FUND #001 Expenditure Total:	519,694.86	519,694.86	1,120,200	600,505.14	46%
	Net Total GENERAL FUND #001:	148,982.90	148,982.90	88,914	60,068.90-	168%
WETHERILL NAT PRES. FUND #023						
	WETHERILL NAT PRES. FUND #023 Revenue Total:	4,102.48	4,102.48	45,600	41,497.52	9%
	WETHERILL NAT PRES. FUND #023 Expenditure Total:	1,139.39	1,139.39	46,000	44,860.61	2%
	Net Total WETHERILL NAT PRES. FUND #023:	2,963.09	2,963.09	400-	3,363.09-	-741%
STREET FUND #101						
	STREET FUND #101 Revenue Total:	75,758.46	75,758.46	136,000	60,241.54	56%
	STREET FUND #101 Expenditure Total:	93,006.05	93,006.05	330,036	237,029.95	28%
	Net Total STREET FUND #101:	17,247.59-	17,247.59-	194,036-	176,788.41-	9%
COMMUNITY DEVELOPMNT FUND #104						
	COMMUNITY DEVELOPMNT FUND #104 Revenue Total:	111,427.02	111,427.02	205,000	93,572.98	54%
	COMMUNITY DEVELOPMNT FUND #104 Expenditure Total:	106,644.51	106,644.51	251,650	145,005.49	42%
	Net Total COMMUNITY DEVELOPMNT FUND #104:	4,782.51	4,782.51	46,650-	51,432.51-	-10%
BOND REDEMPTION FUND #211						
	BOND REDEMPTION FUND #211 Revenue Total:	80,284.60	80,284.60	80,000	284.60-	100%
	BOND REDEMPTION FUND #211 Expenditure Total:	42,803.57	42,803.57	85,607	42,803.43	50%
	Net Total BOND REDEMPTION FUND #211:	37,481.03	37,481.03	5,607-	43,088.03-	-668%

Account Number	Account Title	2020 Period Actual	06/2020 Current year Actual	2020 Current year Budget	Remaining	Percentage
CAPITAL IMPROVEMNT I FUND #301						
	CAPITAL IMPROVEMNT I FUND #301 Revenue Total:	119,861.24	119,861.24	208,000	88,138.76	58%
	CAPITAL IMPROVEMNT I FUND #301 Expenditure Total:	500,000.00	500,000.00	500,000	.00	100%
	Net Total CAPITAL IMPROVEMNT I FUND #301:	380,138.76-	380,138.76-	292,000-	88,138.76	130%
CAPITAL IMPROVMNT IV FUND #304						
	CAPITAL IMPROVMNT IV FUND #304 Revenue Total:	119,717.48	119,717.48	208,000	88,282.52	58%
	CAPITAL IMPROVMNT IV FUND #304 Expenditure Total:	500,000.00	500,000.00	500,000	.00	100%
	Net Total CAPITAL IMPROVMNT IV FUND #304:	380,282.52-	380,282.52-	292,000-	88,282.52	130%
CURRENT YEAR CAPITAL FUND #311						
	CURRENT YEAR CAPITAL FUND #311 Revenue Total:	401,734.11	401,734.11	400,000	1,734.11-	100%
	CURRENT YEAR CAPITAL FUND #311 Expenditure Total:	482.03	482.03	475,000	474,517.97	.00
	Net Total CURRENT YEAR CAPITAL FUND #311:	401,252.08	401,252.08	75,000-	476,252.08-	-535%
STORMWATER FUND #401						
	STORMWATER FUND #401 Revenue Total:	550,920.67	550,920.67	578,338	27,417.33	95%
	STORMWATER FUND #401 Expenditure Total:	56,923.73	56,923.73	638,460	581,536.27	9%
	Net Total STORMWATER FUND #401:	493,996.94	493,996.94	60,122-	554,118.94-	-822%
STREET PERFORM BOND FUND #622						
	STREET PERFORM BOND FUND #622 Revenue Total:	19,471.71	19,471.71	30,000	10,528.29	65%
	STREET PERFORM BOND FUND #622 Expenditure Total:	3,750.00	3,750.00	10,000	6,250.00	38%

Account Number	Account Title	2020 Period Actual	06/2020 Current year Actual	2020 Current year Budget	Remaining	Percentage
	Net Total STREET PERFORM BOND FUND #622:	15,721.71	15,721.71	20,000	4,278.29	79%
AGENCY REMITTANCE FUND #631						
	AGENCY REMITTANCE FUND #631 Revenue Total:	2,122.94	2,122.94	2,770	647.06	77%
	AGENCY REMITTANCE FUND #631 Expenditure Total:	.00	.00	2,520	2,520.00	.00
	Net Total AGENCY REMITTANCE FUND #631:	2,122.94	2,122.94	250	1,872.94-	849%
MISCELLANEOUS INCOME FUND #650						
	MISCELLANEOUS INCOME FUND #650 Revenue Total:	17.26	17.26	80	62.74	22%
	MISCELLANEOUS INCOME FUND #650 Expenditure Total:	.00	.00	.00	.00	.00
	Net Total MISCELLANEOUS INCOME FUND #650:	17.26	17.26	80	62.74	22%
WETHERILL ENDOWMENT FUND #701						
	WETHERILL ENDOWMENT FUND #701 Revenue Total:	253.27	253.27	.00	253.27-	.00
	WETHERILL ENDOWMENT FUND #701 Expenditure Total:	.00	.00	800	800.00	.00
	Net Total WETHERILL ENDOWMENT FUND #701:	253.27	253.27	800-	1,053.27-	-32%
	Net Grand Totals:	329,904.86	329,904.86	857,371-	1,187,275.86-	-38%

TOWN OF YARROW POINT
PARK BOARD REGULAR (TELECONFERENCE) MEETING MINUTES
June 23, 2020
7:00pm

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

CALL TO ORDER:

Park Board Chairman John McGlenn called the meeting to order at 7:04pm

IN ATTENDANCE:

Chairperson:	John McGlenn
Members:	Kathy Smith Doug Waddell – Excused absence Carolyn Whittlesey Trevor Dash – Excused absence Krista Fleming
Staff:	Austen Wilcox - Deputy Clerk
Guests:	

APPEARENCES

Paul and Sara Schmidt residents at 9220 NE Points Drive discussed an issue on site with the Park Board regarding the trimming of arborvitae relating to the entry project that has caused a privacy issue for them. Park Board Chairman John McGlenn responded that Mayor Cahill is working with Mr. and Mrs. Schmidt to resolve the issue.

REGULAR BUSINESS:

PB AB 20-04 Plantings for Town Entry Project

The Park Board met on site at the Town entry to discuss future plantings as part of phase 2 of the project.

The following items were discussed:

- Condition of a nearby tree that has ivy growing on it.
- Irrigation for plantings and the possibility of utilizing WSDOT's irrigation system: Deputy Clerk Wilcox informed the Park Board that Mayor Cahill instructed him not to contact WSDOT with this request. He suggested to the Park Board that they ask the Mayor directly if they wish to pursue this.

DRAFT

- The maintenance and trimming of plantings and who will be responsible.

- Identification of property lines between Town ROW and adjoining private properties: Deputy Clerk Wilcox will talk with the Town Engineer to help the Park Board identify the exact boundaries.

PB AB 20-05 Utility Box Wrap Design
The Park Board decided to push the wrapping phase off until next spring. They would like the new plantings to mature first before creating the graphic, a type that will blend into the environment.

OTHER REPORTS:

ADJOURNMENT:
Park Board Chairman John McGlenn adjourned the meeting at 7:47pm.

APPROVED: ATTEST:

_____ _____
John McGlenn, Park Board Chairman Austen Wilcox, Deputy Clerk

Business of The Town Council
Town of Yarrow Point, WA

Agenda Bill 20-19
July 14, 2020

Capital Improvement Plan/Transportation Improvement Plan 2021-2026	**Proposed Council Action:** Ordinance No. 703 for adoption.

Presented by: Town Engineer Stacia Schroeder

Exhibits: Capital Improvement Plan (2021-2026)
2020 SWMP CIP Recommendations
2020 SWMP CIP Map
Capital Improvement Plan Funds Exhibit
Ordinance No. 703

Summary:
The Town Engineer prepared an annual Capital Improvement Plan (CIP) for public comment and Council consideration which includes projected transportation, stormwater, and underground conversion projects. This year's CIP covers the period 2021-2026.

State law requires municipalities to annually prepare and adopt a six-year Transportation Improvement Program (TIP). The adopted program is to be submitted to the State Department of Transportation and the Puget Sound Regional Council. The Town Council must hold a public hearing on the matter and ultimately adopt a plan documented through an ordinance. The transportation section of the Capital Improvement Plan serves to meet this requirement.

Recommended Action:
1. Hold Public Hearing
2. Adopt Ordinance No. 703: An Ordinance of the Town of Yarrow Point, Washington Adopting a New Six-Year Capital Improvement Plan for 2021 through 2026.

YARROW POINT
CAPITAL IMPROVEMENT PLAN (2021 - 2026)
TRANSPORTATION IMPROVEMENT PLAN (2021 - 2026)

DATE SUBMITTED: 07/xx/20

Approved by: Yarrow Point Town Council
Date: July x, 2020
Ordinance Number: xxx

NO.	YEAR	STREET / LOCATION	FROM	TO	(mi)	PROJECT SCOPE	CONDITION	BUDGET	SOURCE
I. TRANSPORTATION IMPROVEMENT PROJECTS									
T - 1	2021	91st Ave NE NE 42nd Street	NE 42nd St 92nd Ave NE	92nd Ave NE Road End Beach	0.15 0.15	2" Grind and Overlay in conjunction with stormwater project (To be completed after Stormwater (S-1) and UGC project (U-1))	3.5	$220,000.00	REET Heavy Truck Fee
T - 2	2021	NE 37th Street	92nd Ave NE	West to Lake	0.14	2" Grind and Overlay - Design/ Bid/ Construct/ Close Out	3.5	$160,000.00	REET Heavy Truck Fee
T - 3	2022	NE 36th Street	91st Ave NE	92nd Ave NE	0.05	2" Grind and Overlay (To be completed after Stormwater (S-2 & 3) project)	3.5	$85,000.00	REET Heavy Truck Fee
T - 4	2023	NE 34th Street	92nd Ave NE	West to Lake	0.16	2" Grind and Overlay - Design/ Bid/ Construct/ Close Out	3.5	$160,000.00	REET Heavy Truck Fee
T - 5	2024	94th Ave NE	92nd Ave NE	NE 40th Street	0.30	So. 1/2: 2" Grind and Overlay; No. 1/2: Full Depth Reconstruction (To be completed after Stormwater (S-4 & 5) and UGC project (U-2 & 3))	3.5	$260,000.00	REET Heavy Truck Fee
T - 6	2026	92nd Ave NE	NE 38th Street	NE 42nd Street	0.2	2" Grind and Overlay (To be completed after Stormwater (S-6 & 7) project)	3.5	$150,000.00	REET Heavy Truck Fee
II. STORM WATER PROJECTS									
S - 1	2021	NE 42nd Street	92nd Ave NE	Road End Beach	0.15	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (Upsize 850LF of 12" diam. pipe to 24" diam.)		$475,000.00	REET SW Utility
S - 2	2021	NE 36th Street	91st Ave NE	92nd Ave NE	0.05	Final Engineering Design (Upsize 250LF NE 36th St CIP #1)		$25,000.00	REET SW Utility
S - 3	2022	NE 36th Street	91st Ave NE	92nd Ave NE	0.05	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (Install 250LF 12" NE 36th St CIP #1)		$184,000.00	REET SW Utility
S - 4	2023	94th Ave NE (CIP #2)	92nd Ave NE	NE 40th St	0.16	Final Engineering Design (815LF)		$30,000.00	REET SW Utility
S - 5	2024	94th Ave NE (CIP #2)	92nd Ave NE	NE 40th St	0.16	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (Upsize 690LF of 8" diam. pipe to 15" diam.)		$300,000.00	REET SW Utility
S - 6	2025	92nd Ave NE	NE 38th Street	NE 42nd Street	0.2 0.2	Final Engineering Design (1,050 LF new storm system)		$35,000.00	REET Heavy Truck Fee
S - 7	2026	92nd Ave NE	NE 38th Street	NE 42nd Street	0.09	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (1,050 LF new storm system)		$468,000.00	REET Heavy Truck Fee
III. UNDERGROUND CONVERSION PROJECTS									
U - 1	2021	91st Ave NE NE 42nd Street	NE 42nd St 92nd Ave NE	92nd Ave NE Road End Beach	0.15 0.15	Construction: 800LF single-phase/ 705LF three-phase w/ no street lights Bid/ Manage/ Construct/ Close Out		$475,000.00	REET
U - 2	2023	94th Ave NE	92nd Ave NE	NE 40th Street	0.30	Final Design		$35,000.00	REET
U - 3	2024	94th Ave NE	92nd Ave NE	NE 40th Street	0.30	Construction: 690LF single-phase w/ no street lights Bid/ Manage/ Construct/ Close Out		$250,000.00	REET
IV. OTHER PROJECTS									
O - 1									

1 = excellent (new/recent overlay within past 5-10 yr. +-)
2 = good (older overlay, no obvious damage)
3 = fair (some cracks)
4 = fair-poor (several cracks, some alligators/settlement)
5 = poor (several cracks, alligators, settlement/potholes)

1) The above budget figures shown are in 2020 dollars and are to be considered preliminary probable project costs only. More precise budget figures will need to be determined once the final scope of each project is defined, which will require more extensive research, survey, and scope definition prior to the particular year's budgeting.

2) The projects identified above are preliminary in scope. Projects may be added to or deleted from this list.

CHAPTER 5
CAPITAL IMPROVEMENT PLAN

5.1 METHODOLOGY

The 2019 Town of Yarrow Point Capital Improvement Plan (CIP) is an essential tool used to organize and prioritize vital storm drainage system improvements. Each basin recommendation made in Chapter 3 was included in the CIP. Each project was then prioritized into categories based on the following criteria: potential flooding, construction impacts, and the effect that completion of the project would have on the rest of the system. All project costs are in 2020 dollars and the unit prices attempt to take into account sales tax on materials. Table 5-1 shows the prioritization of all projects.

5.2 PROJECT RECOMMENDATIONS

The recommended capital improvements for the 2019 Plan are limited to correcting existing conveyance problems and future conveyance problems based on developed conditions, as well as replacing substandard drainage structures. The recommended capital improvements are listed and prioritized in Table 5-1. All projects that are required to convey existing and proposed flows have been sized to convey the 25-year flow (industry standard) unless noted.

Figure 5-1 Capital Improvement Projects is an insert which shows the locations of the projects. Detailed cost estimates are located in Appendix B.

Table 5-1: Recommended Capital Improvement Projects

Construction Projects

Project ID	CIP #	General Description	Estimated Cost[1]	Priority Level
G-1 D-1	1[2]	This project consists of approximately 250 LF of new 12" Pipe between G-12 and D-2 that will divert flows to Basin D. Also includes outfall upgrades at the discharge point of Basin D, as well as replacing or repairing 6 damaged catch basins in Basin D.	$184,000	High
J-2	2	Replaces approximately 690 linear feet of existing 8" pipe with larger 15" diameter pipe between structures J-37 and J-46 plus pipe downstream of J-46 to the tee connection to fully contain flows from developed conditions.	$290,000	Medium-High

Construction Projects

Project ID	CIP #	General Description	Estimated Cost[1]	Priority Level
H-2	3	Install approximately 400 feet of thickened edge while abandoning 400 linear feet of existing perforated pipe between structures H-3 and H-10 and routing water to the existing 12" line on the east side of 91st Ave. NE	$121,000	Medium-High
H-1	4	Replaces approximately 525 linear feet of existing pipe damaged by major root intrusion between structures H-17 and H-22.	$224,000	Medium-High
G-2	5	Upsize between G-32 and G-60 fully contain flows from existing and developed conditions. 1,050 linear feet of new 18" pipe.	$468,000	Medium High
J-1	6	Replaces approximately 550 linear feet of existing pipe with larger 15" diameter pipe between structures J-21 and J-57 to fully contain flows from developed conditions.	$185,000	Medium
G-3	7	Replaces approximately 420 linear feet of existing pipe with 12" diameter pipe between structures G-53 and G-56 to fully contain flows from existing and developed conditions.	$167,000	Medium
G-4	8	Replaces approximately 50 linear feet of existing pipe with 12" diameter pipe between structures G-29 and Tee-5 in NE 37th St. and the pipe downstream of G-30 to fully contain flows from existing and developed conditions.	$35,000	Low
G-6	9	Replace 420 linear feet of pipe between G-6 and G-11 with 12" pipe to fully contain flows from existing and developed conditions.	$160,000	Low
G-5	10	Replace broken 18 linear feet of 8" pipe between G-33 and G-36 in NE 38th St. and reinstall catch basin over 92nd trunk line to reduce clogging potential	$28,000	Low
G-7	11	Replace CMP pipe between G-48 and G-49 in 94th Ave. NE	$13,000	Low
Construction Projects Total			**$1,876,000**	

[1]All costs are in 2020 dollars

[2]Required to contain the 100-year storm event in NE 42nd St.

Programmatic Projects

Project ID	CIP#	General Description	Estimated Cost[1]	Priority Level
PP-1	12	Adopt current Department of Ecology Stormwater Management Manual for Western Washington. Includes review of Municipal Code for conflicts and includes production of a stormwater addendum of the manual specific to the Town. Develop a map for the Town to identify parcels which meet direct discharge requirements.	$30,000	High
PP-2	13	Inventory all existing private flow control facilities and create a database using GIS to ensure regular maintenance is performed.	$30,000	Medium
PP-3	14	Update Town of Yarrow Point 2010 Standard Plans and Notes	$25,000	Medium
PP-4	15	Create Policies and Procedures for the Stormwater Operations and Maintenance Program. See Section 6.2	$25,000	Medium
PP-5	16	Annual Cleaning and Video Inspection Program (6-Year Cycle)	$30,000	Medium
	Programmatic Projects Total		**$140,000**	
	[1]All costs are in 2020 dollars			

5.3 OTHER RECOMMENDATIONS

The following additional recommendations are suggested to the Town of Yarrow Point:

- The Town should verify that easements exist for outfalls to Lake Washington located on private property (Basins A, B, C, D, E, F, and H/I). If traditional easements do not exist, it is that possible prescriptive easements may. If easements were not previously granted, the Town should attempt to obtain them from the property owners. Additionally, the town should determine if all outfalls to Lake Washington extend to the ordinary high-water line as this is a requirement for the Ecology direct discharge exemption (see Section 2.3.3).
- Results of the field survey and evaluation (see Appendix C, separately bound as Volume 2 – System Inventory) indicate multiple drainage structures in the inventory have large amounts of debris buildup in their sumps and other drainage structures have other identified problems (some structures have significant cracking and are deficient), the majority of these being inoperable lids. The majority of structures located on private property are not included in the inventory. The Town of Yarrow Point Public Works Department should investigate these problem structures and, at the very least, remove sediment buildup in sumps and pipes.
- Volume 2 of this document should be periodically updated as capital improvement projects and other development projects involving the public storm drainage system are completed.
- A centrally managed drainage complaint database should be created and maintained by the Town to aid in developing future projects and correctly prioritizing Town needs.
- The Town should consider implementing a public education program to make residents aware of the negative effects of stormwater pollution. As stated in the Ecology Phase II Permit coverage exemption letter, implementation of stormwater Best Management Practices and public education will maximize the likelihood that Ecology will not bring the Town back under Phase II coverage in the future.
- The Town should consider adopting the current Department of Ecology's Stormwater Management Manual for Western Washington. While the is not an Ecology Phase II Permit Municipality, we feel that by adopting the most current standards will maximize the likelihood that Ecology will not bring the Town back under Phase II coverage in the future. In addition, we believe the Town, its receiving waters, and its residents benefit from using the best and most recent practices and technologies.
- The Town should consider updating the standard plans and notes. This will ensure that construction projects within the Town, both public and private, are using construction methods and practices that are currently the industry standard.

Yarrow Point
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TOWN OF YARROW POINT

CAPTIAL IMPROVEMENT PROJECTS

FIGURE 5-1

PACE
An Engineering Services Company
11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f.425.827.5043

Capital Improvement Plan Funds

PRIMARY FUNDING: REET
0.5% of Property Tax
(~$220,000/ YR)

TIP – STREET PROJECTS

FUNDING:
1.) HEAVY TRUCK FEE ~$100,000/ YR
2.) Motor Vehicle Fuel Tax ~$20,000/YR

- 40% Maintenance (~$40,000 min)
  - Istvan Salary
  - Pagodas
  - Street Repairs
  - Restriping
- 60% Improvement Projects (~$60,000 min)
  - Overlays and Striping

STORMWATER PROJECTS

FUNDING: STORMWATER UTILITY FEE
FIXED 419 LOTS * $153.60/YR ~$64,000/ YR

- 40% Maintenance (~$25,600 min)
  - Video Existing Lines
  - Cleaning sediment and debris in CB's
  - Repairs
- 60% Improvement Projects (~$38,400 min)
  - Stormwater CIPs outlined in Comp Plan

FUNDING: KC Flood Control District
Fixed: $12,000/ YR

UNDERGROUND CONVERSION PROJECTS

- 100% Design and Construction (Budget $1.3 million)
  - 91st Ave NE, NE 42nd Street, etc

TOWN OF YARROW POINT
ORDINANCE NO. 703

AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON ADOPTING A CAPITAL IMPROVEMENT PLAN AND TRANSPORTATION IMPROVEMENT PLAN FOR 2021-2026, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the six-year capital improvement plan (CIP) and transportation improvement plan (TIP) are elements of the comprehensive plan; and

WHEREAS, pursuant to RCW 35A.63.073, amendments to the comprehensive plan require the Town Council to notice and hold a public hearing to solicit and receive public comment regarding the proposed CIP and TIP; and

WHEREAS, the Town Council duly noted and held a public hearing on July 14, 2020 to solicit and receive public comment; and

WHEREAS, upon hearing public testimony and recommendations of the Town Engineer, the Town Council finds it to be in the public's interest to adopt the CIP and TIP as presented.

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF YARROW POINT, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1: The Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP) is hereby adopted in the form set forth in Attachment A, incorporated by this reference as fully as if herein set forth.

Section 2: This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

Passed by the Town Council this 14th day of July, 2020.

APPROVED:

_____
Dicker Cahill, Mayor

_____
ATTEST: Bonnie Ritter, Clerk-Treasurer

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
Scott Missall

SUMMARY OF ORDINANCE NO. 703

of the Town of Yarrow Point, Washington

On the 14th day of July, 2020, the Town Council of the Town of Yarrow Point, passed Ordinance No.703. A summary of the content of said ordinance, consisting of the title, provides as follows:

> AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON ADOPTING A CAPITAL IMPROVEMENT PLAN AND TRANSPORTATION IMPORVEMENT PLAN FOR 2021-2026, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.
>
> The full text of this Ordinance will be mailed upon request.
>
> DATED this ___ day of July, 2020.

_____

BONNIE RITTER, CLERK-TREASURER

Business of The Town Council
Town of Yarrow Point, WA

Agenda Bill 20-20
July 14, 2020

Authorization of Sales and Use Tax for Affordable Housing per HB 1406	**Proposed Council Action:** Adopt Ordinance No. 704 to authorize a sales and use tax for affordable housing in accordance with Substitute House Bill 1406

Presented by: Mayor Cahill

Exhibits: Resolution No. 347 of November 2019, declaring intent
AWC's publication on implementing HB 1406
Ordinance No. 704 authorizing sales and use tax in per HB 1406

Background.
During the 2019 Legislative Session, Washington Legislators passed HB 1406. This legislation provides for a small portion of the sales and use tax that the State collects to be provided to county or city governments for use on affordable housing-related expenditures. This did not constitute a new tax on top of existing sales and use tax, but that it simply dedicated a portion of the pre-existing sales and use tax from the State and provided it to local authorities.

As a result of HB 1406's passage, Yarrow Point Town Council approved Resolution No. 347 (attached) in November of 2019 indicating that they would utilize the option of having a portion of the sales and use tax collected by the State distributed to Yarrow Point for use on affordable housing-related expenditures. The intent was to dedicate this funding stream to ARCH and was expressed in the resolution. The intent was that this would become a new, dedicated funding source for Trust Fund allocations to ARCH. Had the Town not undertaken this action, the option of redistribution of said monies would have been, instead, provided to King County, who would then have full autonomy on where to allocate said monies.

In order to complete the process of establishing this new dedicated funding source for affordable housing-related expenditures, the Town is required to pass an Ordinance that puts the tax, the processes involved with the tax, and the background regarding the tax into Town Code. The Town Attorney has drafted the attached Ordinance that is now before the Council for consideration.

Council Action:
Consideration and adoption of Ordinance No. 704, creating Yarrow Point Municipal Code Chapter 3.30 regarding the collection of sales and use tax for the purpose of affordable housing-related expenditures, a necessary and routine matter authorized for consideration under Governor Proclamation 20-28.

TOWN OF YARROW POINT
RESOLUTION NO. 347

A RESOLUTION OF THE TOWN OF YARROW POINT, WASHINGTON DECLARING THE INTENT OF THE TOWN COUNCIL TO ADOPT LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE AND SUPPORTIVE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), AND OTHER MATTERS RELATED THEREFO

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved, and the Governor signed, Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB1406"); and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing, (and) for the operations and maintenance costs of affordable or supportive housing, for cities of 100,000 or less; or, if eligible, for providing rental assistance to tenants; and

WHEREAS, the tax will be credited against state sales taxes collected within the Town and, therefore, will not result in higher sales and use taxes within the Town and will represent an additional source of funding to address housing needs in the Town; and

WHEREAS, the tax must be used to assist persons whose income is at or below sixty percent of the Town median income; and

WHEREAS, the Town has supported the funding of affordable housing in this area through participation in ARCH projects with other local governments, and has determined that imposing the sales and use tax to address this need for affordable housing will benefit its citizens; and

WHEREAS, this resolution constitutes the resolution of intent required by SHB 1406; and

WHEREAS, the Town Council now desires to declare its intent to impose a local sales and use tax as authorized by SHB 1406 as set forth herein;

NOW, THEREFORE BE IT RESOLVED by the Town Council of the Town of Yarrow Point as follows:

Section 1. Resolution of Intent. The Town Council declares its intent to adopt legislation to authorize the maximum capacity of the sales and use tax authorized by SHB 1406 within one year of the effective date of SHB 1406, or by July 28, 2020.

Section 2. Further Authority; Ratification. All Town officials, their agents, and representatives are hereby authorized and directed to undertake all action necessary or desirable from time to time to carry out the terms of, and complete the actions contemplated by, this resolution. All acts taken pursuant to the authority of this resolution but prior to its effective date are hereby ratified.

Section 3. Effective Date. This resolution shall take effect immediately upon its passage and adoption.

Adopted by the Town Council of the Town of Yarrow Point this 12th day of November, 2019.

Bonnie Ritter
ATTEST: Bonnie Ritter, Clerk-Treasurer

Mayor Dicker Cahill

Implementing HB 1406

2020

Don't miss out on up to 20 years of shared revenue for affordable housing

In the 2019 legislative session, the state approved a local revenue sharing program for local governments by providing up to a 0.0146% local sales and use tax credited against the state sales tax for housing investments, available in increments of 0.0073%, depending on the imposition of other local taxes and whether your county also takes advantage. The tax credit is in place for up to 20 years and can be used for acquiring, rehabilitating, or constructing affordable housing; operations and maintenance of new affordable or supportive housing facilities; and, for smaller cities, rental assistance. The funding must be spent on projects that serve persons whose income is at or below sixty percent of the median income of the city imposing the tax. Cities can also issue bonds to finance the authorized projects.

This local sales tax authority is a credit against the state sales tax, so it does not increase the sales tax for the consumer. There are tight timelines that must be met to access this funding source – the first is January 28, 2020 to pass a resolution of intent. The tax ordinance must then be adopted by July 28, 2020 to qualify for a credit.

The following information is intended to assist your city in evaluating its options and timelines. It is not intended as legal advice. Check with your city's legal counsel and/or bond counsel for specific questions on project uses and deadlines for implementation.

Eligibility to receive shared revenues

- The state is splitting the shared resources between cities and counties. However, cities can receive both shares if they have adopted a "qualifying local tax" by July 28, 2020. Qualifying taxes are detailed below. Cities who are levying a "qualifying local tax" by July 28, 2019, the effective date of the new law, will receive both shares immediately once they impose the new sales tax credit.
- If a city does not implement a qualifying local tax by the deadline, they can still participate in the program if they meet the other deadlines but will be eligible for a lower credit rate.
- A city can adopt the sales tax credit before designating how the funds will be used once collected.

Deadlines to participate:

- Resolution to levy tax credit: July 28, 2019 – January 28, 2020
- Ordinance to levy the tax credit: By July 28, 2020
- Adopt "qualifying local tax" (optional): By July 28, 2020

Qualifying local taxes

The following are considered "qualifying local taxes" and, if levied, give the city access to both shares of the tax credit (i.e. 0.0146% rate instead of the single share rate of 0.0073%):

- Affordable housing levy (property tax) under RCW 84.52.105
- Sales and use tax for housing and related services under RCW 82.14.530. The city must have adopted at least half of the authorized maximum rate of 0.001%.
- Sales tax for chemical dependency and mental health (optional .1 MIDD) under RCW 82.14.460
- Levy (property tax) authorized under RCW 84.55.050, if used solely for affordable housing

Think of the "qualifying local tax" as a multiplier or "doubler." It gives the city access to double the tax credit even when the county chooses to participate in the program.

Timing considerations

HB 1406 makes a distinction about whether a county or a city adopts the tax first. For cities, the amount you are eligible to receive will not change in either event. But for counties, if they adopt the tax before their cities, they will potentially be eligible to receive more revenue over the course of the twenty years of revenue sharing. Because of this, many cities are working with their counties to sequence their ordinances in order to maximize housing resources into the region.

Contact:

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Shannon McClelland
Legislative & Policy Analyst
shannonm@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

11/22/19

AWC ASSOCIATION OF WASHINGTON CITIES

Six steps to affordable housing revenue

1 Is your city interested in accessing additional funding to support affordable housing for the next 20 years?

- **Yes** → Step 2
- **No** → No action required.
- **Maybe. What can we spend the money on?** → All projects must serve households with incomes at or below 60% of the area median income of the city imposing the tax. Is the city's population more than 100,000?
  - **Yes** →
    - Acquiring, rehabing, or constructing affordable housing. Includes new units within an existing structure or supportive housing facilities under RCW 71.24.385. Consider bonding, land acquisition, direct capital investment down payment assistance, and rehabilitation of single-family homes owned by individuals who meet the 60% area median income qualification.

      OR
    - Funding the operations and maintenance costs of new units of affordable or supportive housing.
  - **No** → All of the options for cities over 100,000, plus rental assistance to tenants.

2 Does your city levy a "qualifying local tax"?

- **What's a "qualifying local tax"?**
  1. Affordable housing levy (RCW 84.52.105)

     OR
  2. Sales and use tax for housing and related services (RCW 82.14.530). Must impose at lease half of the authorized rate.

     OR
  3. Sales tax for chemical dependency and mental health services or therapeutic courts (RCW 82.14.460).

     OR
  4. Levy (property tax) under RCW 84.55.050, if used solely for affordable housing.
- **Yes** → Step 3
- **No** → Can your city adopt a "qualifying local tax" by July 28, 2020, including ballot measure?
  - **Yes** → Step 3
  - **No** → Your city is still eligible to participate in the program. Go to Step 3 to continue.

3 The law requires a resolution of intent to impose the tax credit. Can your city **adopt a resolution of intent** between July 28, 2019 and January 28, 2020?

- **Yes** → Step 4
- **No** → Unfortunately, your city is no longer eligible to participate in the program.

4 Great! Next, your city must **adopt an ordinance** by July 28, 2020 to levy the maximum tax under **HB 1406**. Did you or will you?

- **Yes** → Step 5
- **No** → Unfortunately, your city is no longer eligible to participate in the program.

5 Great! Now let's find out what your maximum tax rate is. Did your city instate a "**qualifying local tax**" by the deadline – July 28, 2020? A "qualifying local tax" is not required but can increase your tax credit.

- **Yes** → Step 6
- **No** → Did your county levy its share of the tax credit?
  - **Yes** → Your tax credit rate is 0.0073% starting on the date the tax credit is levied. (See **Important Dates**.)
  - **No** → If the county declared they will not levy the tax or have not adopted a resolution of intent by February 1, 2020, your city's tax rate will be 0.0146%. (See **Important Dates**.)

6 Was your city levying the "qualifying local tax" before you instated the tax credit under **HB 1406**?

- **Yes** → Your tax credit rate is 0.0146% starting on the date the tax credit is levied. (See **Important Dates**.)
- **No** → Until July 1, 2020, your tax credit rate is 0.0073% starting on the date the tax credit is levied. (See **Important Dates**.) After July 1, 2020, your tax credit rate is 0.0146%.

Important dates:

- Resolution to levy tax credit: July 28, 2019 – January 28, 2020
- Ordinance to levy the tax credit: By July 28, 2020
- Adopt "qualifying local tax" (optional): By July 28, 2020
- See also **Additional timelines to keep in mind** on the back

AWC ASSOCIATION OF WASHINGTON CITIES

Tax credit rate examples

Max tax credit rate under HB 1406	City with qualifying local tax	City without qualifying local tax	City doesn't levy a tax credit, county does participate	County doesn't participate, city participates but doesn't have a qualifying tax.*
City	0.0146%	0.0073%	0.0%	July 2020: 0.0%
County	0.0%	0.0073%	0.0146%	0.0%

**We believe that this was an error in bill drafting. Please let us know if you are in this situation. We can work to address it in future legislative sessions.*

Eligible uses of the funds:

1. Projects must serve those at or below 60% of the area median income of the city imposing the tax.
2. Acquiring, rehabilitating, or constructing affordable housing, which may include new units of affordable housing within an existing structure or facilities providing supportive housing services. In addition to investing in traditional subsidized housing projects, this authority could potentially be used to provide for land acquisition, down payment assistance, and home repair so long as recipients meet the income guidelines.
3. Funding the operations and maintenance costs of new units of affordable or supportive housing.
4. For cities with a population at or under 100,000, the funds can also be used for rental assistance to tenants.

Additional timelines to keep in mind:

1. Department of Revenue (DOR) requires 30-days-notice of adoption of sales tax credits. The credit will then take effect on the first day of the month following the 30-day period.
2. If your city is adopting a "qualifying local tax", DOR requires 75-days-notice of adoption of sales tax increases. Local sales tax increases may only take effect on the first day of the first, second, or third quarter – not the fourth (April 1, July 1, or October 1).
3. If your city is adopting a "qualifying local tax" remember to factor in the ballot measure process into the timeline, as these must be approved by the voters.
4. If you are intending to bond the revenues for a project under this authority, check with your legal counsel and bond counsel about other deadlines that may apply to your city.

Frequently asked questions:

1. **This program sounds very familiar. Didn't a local option, affordable housing sales tax law pass a few years ago?** Yes, but the new law has important differences. The Legislature passed HB 2263 in 2015 that authorized cities and towns to levy up to a 0.1% sales tax for affordable housing—but, importantly, only after voter approval. This sales tax levy is considered a "qualifying local tax" under HB 1406. Another important distinction is that the affordable housing sales tax from 2015 is an additional tax on the consumer, and not a credit on an existing state-imposed tax.
2. **Do we have to levy a "qualifying local tax" to participate?** No. Your city is still eligible to participate in the program, but your tax credit rate will depend on whether the county participates in the program. See *Tax credit rate examples* chart to the left.
3. **Do we only have access to the program if the county declines to participate?** No. A city can participate, and receive funds, even if the county participates. Unfortunately, if your city does not impose a "qualifying local tax" by the deadline and your county declines to participate, then you will not have access to funds after the first year, due to a drafting error in the bill. We don't anticipate this scenario to occur, but please let us know if you find yourself in that situation. We will work with the Legislature to address it if this proves problematic. In all cases you must meet the program deadlines to participate. See *Deadlines to participate*.
4. **Does it make a difference at all if our county participates?** Only if you have not adopted a "qualifying local tax." If you have adopted a "qualifying local tax" you can access the higher credit rate regardless of county participation. If you don't have a "qualifying local tax" then you can only access the higher rate if the county does not participate.
5. **How is "rental assistance" defined? Does that include rent vouchers?** The term "rental assistance" is not defined in the chapter 82.14 RCW; however, both federal and state housing programs use the term "rental assistance" to mean providing rent, security deposits, or utility payment assistance to tenants.
6. **Can we pool our revenue with another entity? Can we issue bonds or use the money to repay bonds?** Yes! Cities can enter into an interlocal agreement with other local governments or a public housing authority to pool tax receipts, pledge tax collections to bonds, allocating collected taxes to authorized affordable housing expenditures, or other agreements authorized under chapter 39.34 RCW. Cities may also use the tax credit revenue to issue or repay bonds in order to carry out the projects authorized under the new law.
7. **Is the amount of tax credit we receive limited only by the amount of sales tax collected per year?** No. The maximum amount will be based on state fiscal year 2019 sales.
8. **Does the tax credit program expire?** Yes, the tax expires 20 years after the date on which the tax is first levied.

Contact:

Carl Schroeder
Government Relations Advocate
carls@awcnet.org

Shannon McClelland
Legislative & Policy Analyst
shannonm@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

11/22/19

AWC ASSOCIATION OF WASHINGTON CITIES

TOWN OF YARROW POINT, WASHINGTON
ORDINANCE NO. 704

AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, ADOPTING LEGISLATION TO AUTHORIZE A SALES AND USE TAX FOR AFFORDABLE HOUSING IN ACCORDANCE WITH SUBSTITUTE HOUSE BILL 1406 (CHAPTER 338, LAWS OF 2019), AND OTHER MATTERS RELATED THERETO; ADDING A NEW CHAPTER 3.30 TO TITLE 3 OF THE YARROW POINT MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in the 2019 Regular Session, the Washington State Legislature approved Substitute House Bill 1406 (Chapter 338, Laws of 2019) ("SHB1406") and codified as RCW 82.14.540; and

WHEREAS, SHB 1406 authorizes the governing body of a city or county to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing; and

WHEREAS, the tax will be credited against sales and use taxes collected within the Town of Yarrow Point (the "Town") by the State of Washington and, therefore, will not result in higher sales and use taxes within the Town and will represent an additional source of funding to address housing needs in the Town; and

WHEREAS, revenue received from the sales and use tax must be used to assist persons whose income is at or below 60% of King County's median income; and

WHEREAS, the Town has determined that there is a demand and need for affordable housing and that imposing the sales and use tax to address this need will benefit its citizens; and

WHEREAS, in order for a city or county to impose the sales and use tax permitted by SHB 1406, within six months of the effective date of SHB 1406, or by January 28, 2020, the governing body must have adopted a resolution of intent to authorize the maximum capacity of the tax, and within twelve months of the effective date of SHB 1406, or by July 29, 2020, must adopt legislation authorizing the maximum capacity of the tax; and

WHEREAS, on November 12, 2019, the Town Council adopted Resolution No. 347 declaring its intent to adopt legislation to authorize the maximum sales and use tax as authorized by SHB 1406; and

WHEREAS, SHB 1406 allows cities and counites to enter into interlocal agreement with one or more other counties, cities, or housing authorities to pool the sales and use tax receipts and allocate the proceeds of the taxes levied under SHB 1406; and

WHEREAS, the Town is a member Town of and a party to the interlocal agreement establishing A Regional Coalition of Housing ("ARCH"), a joint board established for the purpose of pooling revenue for investment in housing; and

WHEREAS, the interlocal agreement establishing ARCH authorizes the City of Bellevue (as the administering agency for ARCH) to establish and maintain a centralized Housing Trust Fund Account for the purpose of administering the contributions of ARCH members for affordable housing projects and programs; and

WHEREAS, the Town Council desires to allocate the sales and use tax receipts authorized by SHB 1406 to ARCH, to be pooled with other sources of revenue in accordance with terms of the exiting interlocal agreement, for administration through the ARCH Housing Trust Fund Account, with contributions to be released only when directed by the Town; and

WHEREAS, this ordinance constitutes the legislation required to authorize a sales and use tax in the maximum amount in accordance with SHB 1406; and

WHEREAS, the Town Council now desires to impose a local sales and use tax as authorized by SHB 1406, as set forth herein, and to adopt a new Chapter 3.30 to Title 3 of the Yarrow Point Municipal Code to adopt and impose said sales and use tax;

NOW, THEREFORE BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF YARROW POINT ORDAINS AS FOLLOWS:

Section 1. Findings. The Town Council hereby adopts the forgoing recitals as findings in support of this Ordinance.

Section 2. Adoption. A new Chapter 3.30 of the Yarrow Point Municipal Code, entitled "Sales and Use Tax for Affordable Housing," is hereby adopted to read as follows:

Chapter 3.30 Affordable Housing Sales Tax Credit

Sections:

3.30.010 Purpose.
3.30.020 Definitions.
3.30.030 Imposition of Sales and Use Tax for Affordable Housing.
3.30.040 Reporting.
3.30.050 Expiration.

3.30.10 Purpose.

The purpose of this chapter is to impose a local sales and use tax for the acquisition, construction or rehabilitation of affordable housing or facilities providing supportive housing as authorized by RCW 82.14.540.

3.30.020 Definitions.

A. "Participating town" is a town that imposes a sales and use tax in accordance with the terms of RCW 82.14.540.

B. "Taxable event" means any retail sale, or any use, upon which a state tax is imposed pursuant to chapter 82.08 or 82.12 RCW, as they now exist or may hereafter be amended. However, the term does not include a retail sale taxable pursuant to RCW 82.08.150, as now or hereafter amended.

3.30.030 Imposition of Sales and Use Tax for Affordable Housing.

A. Imposition. The Town of Yarrow Point is a Participating town. Pursuant to RCW 82.14.540, there is authorized, fixed and imposed a sales and use tax on every Taxable event. The tax shall be imposed upon and collected from those persons from whom the state sales or use tax is collected pursuant to Chapters 82.08 and 82.12 RCW.

B. Rate. The rate of the tax imposed by Chapter 3.30 YPMC shall be the maximum rate permitted cities under RCW 82.14.540.

C. Deduction. The tax imposed under this chapter must be deducted from the amount of tax otherwise required to be collected or paid to the Department of Revenue under Chapters 82.08 or 82.12 RCW.

3.30.040 Reporting.

The Clerk-Treasurer or designee shall report on the collection and use of the revenue from the tax imposed by this chapter annually, the Department of Commerce.

3.30.050 Expiration

The tax imposed by this chapter expires 20 years after the date on which the tax is first imposed.

Section 3. Use of Tax Receipts; Pooling Sales and Use Tax Receipts**.** Revenue received by the Town from the sales and use tax authorized in Section 2 of this Ordinance shall be used for the purposes authorized in RCW 82.14.540(6), including acquiring, rehabilitating and/or constructing affordable housing, providing supportive housing services, and funding the operations and maintenance costs of new units of affordable or supportive housing.

Sales and use tax receipts received by the Town as authorized by RCW 82.14.540 are hereby authorized to be remitted to ARCH in accordance with terms of the existing ARCH interlocal agreement, for administration through the ARCH Housing Trust Fund Account, with contributions to be released only when directed by the Mayor who is authorized to execute such documents as necessary to carry out the terms of this Section.

Section 4. The Clerk-Treasurer is authorized to provide any necessary notice to the Department of Revenue to effectuate the tax enacted by this ordinance and to execute, for and on

behalf of the Town of Yarrow Point, any necessary agreement with the Department of Revenue for the collection and administration of the tax enacted by this ordinance.

Section 5. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

Section 6. Corrections. The Town Clerk-Treasurer and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Effective Date and Publication. The summary of this ordinance consisting of its title shall be published in the official newspaper of the Town. This ordinance shall take effect five (5) days after the date of publication and shall apply to all final plat applications submitted after the effective date. Any final plat application submitted prior to the effective date shall follow the regulations that were in place at the time of submittal.

PASSED by the Council of the Town of Yarrow Point this 14th day of July, 2020.

APPROVED

_____
Mayor Dicker Cahill

ATTEST / AUTHENTICATED

_____
Clerk-Treasurer Bonnie Ritter

APPROVED AS TO FORM:

_____
SCOTT MISSALL, TOWN ATTORNEY
OGDEN MURPHY WALLACE, PLLC

Business of The Town Council
Town of Yarrow Point, WA

Agenda Bill 20-21
July 14, 2020

Approval of funds for planting area preparation and walkway at Town entry.	**Proposed Council Action:** Approve Iron Creek Construction LLC change order for planting area and walkway work at Town entry. Accept final project and close out

Presented by: Town Engineer Stacia Schroeder

Exhibits: *Iron Creek Construction LLC Change Order No. 1, $4,772.50

Summary:
At the May Council meeting, the Town Council approved Phase 1- Concrete work & pedestrian safety improvements for the Town Entry Project. The project was completed in mid-June by Iron Creek Construction.

During the course of construction, it came to the staff's attention that Iron Creek Construction was also the best candidate to also do a portion of the Phase 2 work. More specifically, Iron Creek was asked to excavate and prep the planter strips and excavate and install the gravel walkway area. Their change order was $4,772.50 and staff accepted this estimate and ultimately finalized construction.

We will close out the Town Entry Project - Phase 1 (total cost $22,522.50) with your approval of this change order and acceptance of the project.

Recommended Action:
1.) Approve Iron Creek Construction LLC Change Order No. 1 for the amount of $4,772.50 for planter strip and walkway improvements at the Town entry.
2.) Accept the final project.

Iron Creek Construction LLC

Lic. # IRONCCC874MN
22525 SE 64th Pl Suite 2228 Issaquah, WA 98027
Phone: (425) 557-5927 Fax: (425) 557-3605

CONTRACT PROPOSAL

Client:	Town of Yarrow Point	Project No:	20-06
Contact:	Stacia Schroeder	Date:	June 8, 2020
E-Mail:	sschroeder@yarrowpointwa.gov	Phone:	206-276-8922

We hereby submit specifications and estimates for: **Change Order - Additional Excavation**

Scope of Work:	**Price:**
Labor, Equipment, & Materials to complete following: Additional excavation and grading for gravel trail extension, excavation of planting areas as shown on drawings to depth of 8", place 3-way topsoil (6-inch depth) and mulch (2"depth) in future planting locations. Move signage, bring to grade utility boxes with in planting location and other appurtenances associated with planting area excavation and soil placement.	$4,772.50
Subtotal	**$ 4,772.50**
Tax (10%)	**$ -**
Total	**$ 4,772.50**

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Four Thousand Seven Hundred Seventy Two & 50/100's **Total Dollars $ 4,772.50**

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration of derivation from above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Final payment is due within 10 calendar days of project completion. If final payment has not yet been received within 30 calendar days of project completion contractor reserves the right to pursue legal action.

Authorized

Signature: _____

Note: This proposal may be withdrawn by Iron Creek Construction LLC if not accepted within 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____
Contractor

Signature: _____
Owner

20-003
part #2

Iron Creek Construction LLC

22525 SE 64th Pl Suite 2228
Issaquah, WA 98027
Phone # 425-557-5927 Fax # 425-557-3605

Invoice

Bill To
Town of Yarrow Point 4030 95th AVE NE Yarrow Point, WA 98004

Date	Invoice #
6/18/2020	286
Project	
92nd AVE Curb	

P.O. No.	Terms
	Due on receipt

Description	Quantity	Rate	Amount
Change Order Work for 92nd AVE Curb Additional excavation, topsoil and mulch placement	1	4,772.50	4,772.50

Subtotal	$4,772.50
Sales Tax (10.0%)	$0.00
Total	$4,772.50
Payments/Credits	$0.00
Balance Due	$4,772.50

SLS 6/22/20

Business of The Town Council

Town of Yarrow Point, WA

Agenda Bill 20-22

July 14, 2020

Approval of funds for design change order related to NE 42nd Street/ 91st Ave NE Stormwater and UGC Project.	**Proposed Council Action:** Approve Gray & Osborne, Inc. Change Order No. 1 for design work related to the NE 42nd St/ 91st Ave NE Stormwater and UGC Project.

Presented by: Town Engineer Stacia Schroeder

Exhibits: Original Contract w/ Gray & Osborne, Inc. (Dated: 3/11/19; $42,600.00)
Gray & Osborne, Inc. Design Change Order No. 1, $9,700.00
Exhibits A & B

Summary:

On March 11, 2019, the Town of Yarrow Point entered into a contract with Gray & Osborne, Inc. to prepare a civil design package (plans and specifications) for the stormwater and utility underground conversion project on NE 42nd Street and 91st Ave NE. In January 2020, after reaching 90% design drawings, the civil engineer was placed on hold while the City of Bellevue prepared and bid their water improvement plan and Puget Sound Energy updated their underground power design from 2016.

Since January 2020, G &O has performed work outside their original scope to accommodate design changes from the City of Bellevue, Puget Sound Energy, Comcast, and Town Staff.

Recommended Action:

1.) Approve Gray & Osborne Change Order No. 1 for the amount of $9,700.00 for additional civil design work related to the NE 42nd Street/ 91st Ave NE Stormwater and Underground Conversion Project.

RECEIVED
MAR 08 2019
TOWN OF YARROW POINT
Clerk's Office

PROPOSAL AND CONTRACT

FOR

PROFESSIONAL ENGINEERING SERVICES

TOWN OF YARROW POINT

WASHINGTON

MARCH 2019

G&O Job. No. 20186.80

GRAY & OSBORNE, INC.
CONSULTING ENGINEERS

CONTRACT FOR

PROFESSIONAL ENGINEERING SERVICES

THIS Contract, entered into this 11th day of March 2019, between the TOWN OF YARROW POINT, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

WITNESSETH THAT, the Agency now finds that it is in need for the engagement of professional engineering services. The purpose of this Contract is to define the scope of work to be performed, the conditions under which it shall be performed, and method of payment for professional engineering services authorized by the Agency.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the 2019 NE 42nd Street/91st Avenue NE Stormwater Upsizing and UGC Project, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

Upon execution of this Contract, and authorization of the Agency to proceed, the Engineer shall provide engineering services more fully described in Exhibit "A." The Engineer shall provide and direct qualified personnel to perform the services required of and from it pursuant to the express terms of this Contract. The Engineer shall exercise the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature and will perform the services to the reasonable satisfaction of the Agency.

The Engineer may employ competent professionals to assist in the completion of the work as described as scope of work and budget herein.

The information secured by Engineer in its performance of the services shall be made available to the Agency and the Engineer for the use and development of the Agency's projects.

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

Provide full information as to the Agency's requirements for the Project.

Assist the Engineer by making available all information in its possession pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the Project. Absent specific written direction to the contrary, the Engineer shall be entitled to rely upon the completeness and accuracy of such documentation unless that document would not be deemed complete or accurate by a reasonably professional engineer.

Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer; provided, however, this examination is not expected to be performed by engineers or construction professionals, and the Agency is entitled to rely on Engineer's expertise.

ARTICLE 4

COMPENSATION

It is mutually agreed that the Agency will compensate the Engineer for services furnished based on the cost reimbursement method.

The total cost of these services shall not exceed the amount shown in Exhibit "B" without further written authorization by the Agency.

Total compensation is based on the following:

(a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.

(b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.

2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead. The Engineer will obtain the Agency's prior written approval before employing such expertise.

Payment of compensation shall be upon submittal to the Agency of a bill by the Engineer at approximate monthly intervals for services rendered during the preceding time period.

The Agency may withhold payments otherwise due hereunder in the event of Engineer's failure to perform the services as required by this Contract, or for defective Services or not remedied, fines or penalties assessed, or damages incurred by the Agency caused or contributed to by the acts or omissions of Engineer.

The cost records and accounts pertaining to this Contract are to be kept available for inspection by representatives of the Agency for a period of three (3) years after final payment. In the event any audit or inspection identifies any discrepancy in the financial records, the Engineer shall provide clarification and/or make adjustments accordingly.

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

The Engineer shall comply with Agency requests for documents which are the result of public records requests made under the Public Records Act. The Agency hereby acknowledges that gathering, copying and transmitting documents requested in this manner is Additional Work and agrees to compensate the Engineer accordingly.

ARTICLE 7

MAJOR REVISIONS

If, after the design has been approved by the Agency, and the Engineer has proceeded with the final design, and has performed work in processing same and the Agency authorizes new or substantially alters the design, the Agency will pay the Engineer a just and equitable compensation as mutually agreed upon by the Agency and the Engineer, or if an agreement cannot be reached within thirty (30) days, the parties shall attempt to agree on equitable compensation through mediation pursuant to Article 12.

ARTICLE 8

COST ESTIMATE

The Agency is herewith advised that the Engineer has no control over the cost of labor, material, and equipment, including the contractors' and suppliers' methods of producing and delivering such goods and services; or over the methods and styles of competitive bidding or market conditions; and, accordingly, the Engineer's cost estimates are made and furnished on the basis of its experience and qualifications and represent only its best judgment as a design professional and within its familiarity with the construction industry, and, as such, the Engineer cannot and does not warrant, in any other manner or style, the accuracy of the cost estimates, nor that the estimates will or will not vary significantly with bids received by or construction costs realized by the Agency.

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

The Engineer shall furnish and maintain a central office, work space and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established operating engineering practice.

ARTICLE 10

OWNERSHIP OF PLANS

All reports, designs, drawings and specifications prepared by the Engineer, as provided under this Contract shall be and do become the property of the Agency upon payment to the Engineer of its compensation as set forth in this Contract. To the extent that any such materials do not qualify as a work made for hire under applicable law, and to the extent that such materials include or constitute trade secret, copyrightable or other protectable intellectual property, Engineer hereby assigns all right, title and interest of Engineer in such materials (including all related intellectual property rights) to the Agency upon payment of Engineer's compensation as set forth in this Contract. Reuse of any of the instruments of services of the Engineer by the Agency on extensions of this project or on any other project without the written permission of the Engineer shall be at the Agency's risk and the Agency agrees to defend, indemnify and hold harmless the Engineer from all claims, damages and expenses including attorney's fees arising out of such unauthorized reuse of the Engineer's instruments of service by the Agency or by others acting at the direction of the Agency.

ARTICLE 11

SEVERABILITY

If any provision of this Contract is held invalid, the remainder of this Contract shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, either party may contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting

the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

The Engineer shall not assign nor transfer any interest in this Contract without the prior written consent of the Agency.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Engineer agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R.60-300.5(a)11; and 41 C.F.R. 60-741.5(a)6; if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 741.5(a). These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, excepting bona fide employees. For breach or violation of this warranty, the Agency shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 16

SAFETY

The duty and/or Services furnished hereunder by the Engineer, does not include a review of the adequacy of any contractor's safety measures in, on, or near a project construction site. The contractor alone shall have the responsibility and liability thereof, and shall be insured accordingly. Neither the activities of the Engineer, nor the presence of the Engineer's employees at a site, shall relieve the contractor of their obligations, duties, and responsibilities with any health or safety precaution required to ensure the safety of the jobsite.

ARTICLE 17

INDEMNITY AGREEMENT

The Engineer shall hold the Agency harmless from, and shall indemnify the Agency against, any and all claims, demands, actions or liabilities caused by or occurring by reason of any negligent act or omission of the Engineer, its agents, employees or subcontractors, arising out of or in connection with the performance of this Contract.

In those cases where damages have been caused by the concurrent negligence of the Agency and Engineer, its agents, employees or subcontractors the Engineer shall be required to indemnify the Agency for that portion of the damages caused by the negligence of the Engineer, its agents, employees or subcontractors.

The Engineer has no duty to indemnify the Agency where damages were caused by the sole negligence of the Agency.

Respecting claims asserted against the Agency by an employee of Engineer, this indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for employees of indemnitor under worker's compensation acts, disability benefit acts or other employee benefit acts; provided further that Engineer waives any worker's compensation immunity under Title 51 of the Revised Code of Washington with respect to such claims of Engineer's employees against the Agency. BOTH PARTIES ACKNOWLEDGE THAT THIS WAIVER WAS MUTUALLY NEGOTIATED.

ARTICLE 18

INSURANCE

A. <u>Public Liability</u>

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the

Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Bodily Injury & Property Damage:	$1,000,000 each person $1,000,000 each occurrence $1,000,000 each aggregate

AUTOMOBILE LIABILITY

Bodily Injury:	$1,000,000 each person $1,000,000 each occurrence
Property Damage:	$1,000,000 single limit

The Agency shall be named as an additional insured as respects this Contract. In conjunction therewith, the Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract. Each certificate shall disclose each applicable deductible and/or self-insured retention and shall contain a statement of the insurer's obligation to notify Agency at least thirty (30) days prior to cancellation, except for non-payment which shall be ten (10) days prior to cancellation. Any policy that provides the insurance required shall be endorsed to be primary to and noncontributory with any insurance maintained by the Agency. Any deductible amount or self-insured retention is the sole responsibility of Engineer.

B. Professional Liability

The Engineer shall provide Professional Errors and Omissions Liability Insurance which shall provide coverage for any negligent professional acts, errors or omissions for which the Engineer is legally responsible, with limits of not less than:

PROFESSIONAL ERRORS AND	$1,000,000 each occurrence
OMISSIONS LIABILITY	$1,000,000 aggregate

The Engineer shall furnish a certificate of such insurance to the Agency at the time of execution of this Contract. Engineer shall maintain Professional Errors and Omissions Liability Insurance for six years after termination of this Agreement.

ARTICLE 19

STATUS OF ENGINEER

The Engineer is an independent contractor operating for its own account, and is in no way and to no extent an employee or agent of the Agency. The Engineer shall have the sole judgment of the means, mode or manner of the actual performance of this Contract. The Engineer, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing this Contract.

ARTICLE 20

CERTIFICATION OF ENGINEER

Attached hereto is Exhibit "D" Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

This Contract shall be governed as to validity, interpretation, construction and effect, and in all other respects, by the laws of the State of Washington. Jurisdiction of any suit or action arising out of or in connection with this Contract shall be in the State of Washington, and the venue thereof be in the same County as the Agency.

ARTICLE 22

NOTICES

In every case where, under any of the provisions of this Contract or in the opinion of either the Agency or the Engineer or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the Mayor, if given by the Engineer, or to the President, Secretary, or receptionist or other person manning the front desk of the Engineer personally, if given by the Agency; or (2) mail the same or a copy thereof by registered or certified mail, postage prepaid, addressed to the other party at such address as may have theretofore been designated in writing by such party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the Agency for the purpose of mailing such notices shall be as follows:

TOWN OF YARROW POINT
4030 95th Avenue NE
Yarrow Point, Washington 98004

and the address of the Engineer shall be as follows:

GRAY & OSBORNE, INC.
1130 Rainier Avenue South
Suite 300
Seattle, Washington 98144

ARTICLE 23

ATTORNEY'S FEES

The parties agree that in the event a civil action is instituted by either party to enforce any of the terms and conditions of this Contract, or to obtain damages or other redress for any breach hereof, the substantially prevailing party shall be entitled to recover from the other party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year written below.

ENGINEER: Gray & Osborne, Inc.	**AGENCY: Town of Yarrow Point**
By: _____ (Signature)	By: _____ (Signature)
Name/Title: Michael B. Johnson, P.E., President	Name/Title: MAYOR (Print)
Date: 3/7/19	Date: 3/11/19

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

SCOPE OF WORK

TOWN OF YARROW POINT
NE 42ND STREET/91ST AVENUE NE STORMWATER UPSIZING AND UGC PROJECT

This exhibit and the attached Exhibit B describe a scope of work and fee proposal for completing engineering design services for the Town of Yarrow Point's NE 42nd Street/91st Avenue NE Stormwater Upsizing and Utility Conversion Project (Project). This Project will complete the upsizing of storm drain pipe on NE 42nd Street that is identified for replacement in the Town's 2008 Comprehensive Stormwater Management Plan (CSWMP). The Town has already replaced the lower 150 feet of pipe, including the outfall. The Town desires to have Gray & Osborne, Inc. (Engineer) prepare plans, specifications, and cost estimates to publicly bid and construct storm drainage improvements on NE 42nd Street (approximately 850 linear feet), and convert the overhead utilities to underground on NE 42nd Street (approximately 900 linear feet) and 91st Avenue NE (approximately 880 linear feet). The Town and/or utility companies have completed several predesign work items including topographical survey (PACE, 2016), preliminary design (PSE, CenturyLink, Comcast), and drain pipe sizing (CSWMP, 2008).

SCOPE OF WORK

The Engineer will provide utility coordination and prepare plans, specifications, and engineering cost estimates (PS&E) for the Town to advertise, bid, award, and construct the Project. The Town desires to bid the Project in October 2019, with construction planned for 2020. The Engineer will utilize existing utility design information, topographical survey, peak flow calculations, pipe video inspection, and other items already completed as part of the predesign work to assist with the design effort. Based on our understanding, the Engineer will provide the following engineering design services as described to provide the related work.

Project Management and Quality Assurance/Quality Control

A. Provide overall project management and oversight.

B. Provide overall project management and oversight of Engineer resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

C. Oversee three in-house QA/QC meetings during the course of the Project. The meetings will include senior project staff and selected team members. The meetings serve to include constructability review, risk management

assessment, and identification and pursuit of critical-path items, and other design criteria as well as schedule, budget, and deliverables.

D. Ensure incorporation of relevant recommendations and suggestions into the final design resulting from QA/QC reviews.

Survey and Mapping

Supplement existing survey information, as needed to support the design, to accommodate missing information and/or changes since the original survey was completed in 2016.

E. Establish vertical and horizontal control for survey and mapping at a scale of 1″ = 20′ horizontal and 1″ = 5′ vertical. Datum will be per Town of Yarrow Point standards/requirements. Provide (set or establish) a minimum of three survey control points for vertical and horizontal control within the project area.

F. Perform topographical survey, as needed, to supplement existing topographical data including establishing surface grades, pavement edges, utilities (visually obvious and/or painted surfaces during site survey), utility structures, hydrants, valves, major grade breaks, and any other pertinent physical features found in the project area deemed necessary to adequately map the project site.

G. Append new survey data with existing, and map the project site to show pertinent topographical and utility features along the project corridors.

If additional survey is required, the Town will be responsible for marking, or causing underground utility marks to be made prior to survey. Otherwise, the Engineer shall be able to rely on the completeness and accuracy of the existing survey information provided by the Town.

Utility Coordination

Coordinate with all affected utilities during the course of project design, including engaging field personnel, to assist with completion of stormwater and overhead utility relocation design. It is assumed that four meetings with utility companies will be required to complete the design.

H. Request available utility record drawings, as-built drawings, mapping, etc., of sufficient detail to understand the type, size, and extent of utilities in the area.

I. Contact overhead utilities (power, phone, cable) to acquire utility project design information such as standard notes and details, separation

requirements, joint trench cross section, conduit schedules, and junction box/vault locations.

J. Contact underground utilities (gas, water, sewer) to acquire utility project design information such as locations of mains (abandoned and active), services, details, and standard notes. It is anticipated that relocation of the existing natural gas main on 42nd Street NE west of NE 91st Avenue may be required.

K. Incorporate existing utility information into the construction documents.

L. Incorporate new underground utility design information into the construction documents. It is assumed each utility company will provide utility relocation design plans and details for inclusion into the Engineer's contract plans and specifications, and that they will review and approve the locations of all utility facilities as shown on the contract plans. The Town also desires to have an irrigation system designed and installed on 42nd Street NE at the intersection with NE 92nd Avenue.

It is assumed that during construction, the Town's general contractor will be responsible for excavating and backfilling the joint utility trench and other underground utility structures. We further assume each utility company will provide their respective conduits, vaults, handholes, pedestals, and other utility appurtenances, and the Town's general contractor will install them in the trench per the plans. In addition, the Town would like to install two 4-inch-diameter empty conduits in the joint utility trench.

It is also assumed the Town will coordinate with individual property owners regarding private work required to complete the installation of underground services from the public right-of-way to private homes, including work required to restore disturbed areas on private property or to modify homes to meet current electrical standards.

Preliminary Design

Prepare preliminary plans, specifications, and engineering cost estimates for use in reviews by the Town and utilities.

M. Incorporate utility as-built information, survey data, and other available and relevant information into the development of a base map.

N. Superimpose the proposed horizontal alignment and vertical profile onto the base map.

O. Prepare preliminary construction plans in a Town-approved format including title sheet, legend, location and vicinity maps, survey control, plan and profile sheets, pavement restoration and overlay plans, driveway and site restoration plans, and special notes and details.

It is assumed the road profiles will remain unchanged, and that road widening or the installation of curbs, gutters, sidewalks, etc., will not be included.

It is assumed roadway subgrade repairs are not necessary and roadway restoration will include a 2-inch deep planing/grinding of existing asphalt pavement and a subsequent pavement overlay.

P. Prepare draft specifications in WSDOT format referencing the 2018 Standard Specifications and Amendments thereto. Specifications are to include Town-approved proposal, contract, and bonding documents.

Q. Calculate preliminary bid quantities and prepare a preliminary construction cost estimate.

R. Conduct a QA/QC meeting, concentrating on major items to include project schedule, budget, utilities, constructability, and agency coordination.

S. Meet with the Town and utilities to present and review the preliminary plans and specifications.

T. Incorporate relevant review comments from the Town and QA/QC meeting into layouts and drawings.

Final Design

Prepare final plans, specifications, and engineering cost estimates for use as bid documents suitable for bidding, award, and construction of the Project.

U. Prepare final construction plans in the Town-approved format including plan and profile sheets and special details. The final design will be the result of Town and utility review and direction. Restoration plans will only include restoration of areas located within the public rights-of-way of NE 42nd Street and 91st Avenue NE.

V. Prepare final specifications in WSDOT format including proposal, contract, and bonding documents.

W. Calculate final quantities and prepare the final construction cost estimate.

X. Conduct a final QA/QC meeting, concentrating on items such as construction schedule, construction budget, and project constructability.

Y. Meet with the Town and utilities to present and review final plans and specifications.

Z. Revise the plans and specifications to reflect relevant review comments.

AA. Prepare the final plans and specifications for public bidding.

Bid Assistance

Assist the Town during the bid phase.

BB. Answer bid inquiries.

CC. Prepare and distribute any bid addenda as may be required.

DD. Review bids and bidder's qualifications.

EE. Prepare a letter of recommendation for award.

DELIVERABLES

At the conclusion of the design effort and during the course of the Project as applicable, the Engineer will deliver to the Town and utilities the following documents:

One electronic set of the preliminary plans (AutoCAD/Civil 3D and PDF)
One electronic set of preliminary project specifications (PDF)
One electronic set of the final plans (AutoCAD/Civil 3D and PDF)
One electronic set of final project specifications (PDF)
Four paper sets of project specifications and full-size construction drawings

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work, including contingencies, salaries, overhead, direct non-salary costs, and net fee, will not be exceeded without prior written authorization of the Town. The budget amount assumes that the design project will be complete by December 2019.

PROJECT ASSUMPTIONS REGARDING TOWN RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions and those stated Town responsibilities provided elsewhere in this scope as required for the design of the Project. Changes in these assumptions and

responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. The Town will perform the required duties necessary to advertise and solicit bids for the Project.

2. All work will be performed on land owned by the Town or land for which the Town has easement rights; therefore, no work is included for identifying needed easements or property acquisitions, and no work is included for preparing legal descriptions, property map exhibits, or temporary or permanent easements. Any work associated with negotiating and acquiring easements from affected property owners will be conducted by the Town.

3. Access onto all necessary private and public properties will be made available by the Town.

4. The Town will process SEPA for the Project, including determination, advertisement, and publication of required SEPA documentation. Other than SEPA, the Project does not require any additional environmental review. A Town right-of-way use permit is required, but application will be made by the Town.

5. The Town will provide overall coordination and approval of the product deliverables, including timely review of all submittals.

6. The Town will facilitate any public meetings, and arrange for location(s) to convene such workshops and meetings, and pay any costs, if any, for the rental of such location(s).

7. Geotechnical exploration or investigation is not included in the scope of work. It is assumed that soils in the area are sufficient for typical utility and pavement construction. Pavement restoration work is assumed to include only asphalt planing/grinding and overlay.

8. It is assumed that the downstream conveyance system has adequate capacity and also that the drain pipe sizes have been predetermined from prior analyses; therefore, a downstream analysis or hydrologic/hydraulic analysis is not required. It is assumed that the information contained in the 2008 Town of Yarrow Point Comprehensive Stormwater Management Plan is sufficient and correct for design purposes. Further, it is assumed that design or sizing of additional storm drainage treatment or flow control facilities is not required.

9. Funding for this Project, at this time, has been designated from local funds.

EXHIBIT B

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

Town of Yarrow Point - NE 42nd Street/91st Avenue NE Stormwater Upsizing and UGC Project

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	8					
2 Survey and Mapping		4		4	16	16
3 Utility Coordination	4	12	20	16		
4 Preliminary Design	4	24	56	40		
5 Final Design	4	12	24	20		
6 Bid Assistance		6	6	2		
Project Meetings	12	12	4			
Quality Assurance/Quality Control	4	4	4	4	2	
Hour Estimate:	36	74	114	86	18	16
Fully Burdened Billing Rate Range:*	$119 to $190	$113 to $145	$103 to $129	$48 to $126	$113 to $145	$166 to $213
Estimated Fully Burdened Billing Rate:*	$155	$145	$110	$95	$130	$180
Fully Burdened Labor Cost:	$5,580	$10,730	$12,540	$8,170	$2,340	$2,880

Total Fully Burdened Labor Cost:	$	42,240
Direct Non-Salary Cost:		
Mileage & Expenses (mileage @ current IRS rate)	$	200
Printing	$	160
TOTAL ESTIMATED COST:	**$**	**42,600**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT "C"

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2019**

Employee Classification	Fully Burdened Billing Rates		
AutoCAD/GIS Technician/Engineering Intern	$ 48.00	to	$126.00
Electrical Engineer	$113.00	to	$190.00
Structural Engineer	$106.00	to	$167.00
Environmental Technician/Specialist	$ 81.00	to	$116.00
Engineer-In-Training	$ 81.00	to	$126.00
Civil Engineer	$103.00	to	$129.00
Project Engineer	$113.00	to	$145.00
Project Manager	$119.00	to	$190.00
Principal-in-Charge	$129.00	to	$190.00
Resident Engineer	$122.00	to	$167.00
Field Inspector	$ 81.00	to	$142.00
Field Survey (2 Person)***	$166.00	to	$213.00
Field Survey (3 Person)***	$258.00	to	$293.00
Professional Land Surveyor	$113.00	to	$145.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is $0.58 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

***Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than $150.

EXHIBIT "D"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and

D. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Michael B. Johnson, P.E., President
Gray & Osborne, Inc.

3/7/19
Date

The Agency may confirm the Engineer's suspension or debarment status on General Services Administration Excluded Parties List System website: www.epls.gov.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/25/2019

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).

PRODUCER
Hall & Company
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Allison Barga
PHONE (A/C, No, Ext): 360-626-2007 FAX (A/C, No): 360-626-2007
E-MAIL ADDRESS: abarga@hallandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Travelers Casualty and Surety Company	19038
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 4
Gray & Osborne Inc
1130 Rainier Avenue South, Suite 300
Seattle WA 98144

COVERAGES **CERTIFICATE NUMBER:** 1024771867 **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	X COMMERCIAL GENERAL LIABILITY			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X OCP/XCU/BFPD						MED EXP (Any one person)	$ 10,000
	X Separation Insds						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			52UECJS3276	9/10/2018	9/10/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			52SBADU7303	9/10/2018	9/10/2019	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			52SBADU7303	9/10/2018	9/10/2019	PER STATUTE X OTH-ER	WA Stop Gap
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2018	9/10/2019	$1,000,000 Per Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Job #20186.80
The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER

Town of Yarrow Point
4030 95th Ave NE
Yarrow Point WA 98004

CANCELLATION

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
Ashley R. Tyrrel

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. **Financial Responsibility Laws**

   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. **Legal Action Against Us**

   No person or organization has a right under this Coverage Form:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. **Representations**

   a. **When You Accept This Policy**

      By accepting this policy, you agree:

      (1) The statements in the Declarations are accurate and complete;

      (2) Those statements are based upon representations you made to us; and

      (3) We have issued this policy in reliance upon your representations.

   b. **Unintentional Failure To Disclose Hazards**

      If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. **Other Insurance**

   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

   b. **Excess Insurance**

      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

      (1) **Your Work**

      That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

      (2) **Premises Rented To You**

      That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

      (3) **Tenant Liability**

      That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

      (4) **Aircraft, Auto Or Watercraft**

      If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

      (5) **Property Damage To Borrowed Equipment Or Use Of Elevators**

      If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.

B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

EXHIBIT A

SCOPE OF WORK

TOWN OF YARROW POINT
NE 42ND STREET/91ST AVENUE NE STORMWATER AND UGC PROJECT
DESIGN SUPPLEMENT

Gray & Osborne, Inc. is contracted to complete the design for replacing the storm drainage system on NE 42nd Street and undergrounding the overhead utilities on NE 42nd Street and 91st Avenue NE. The current schedule is to bid this project in mid-July. Prior to the start of construction for this project, the City of Bellevue Utilities Department is scheduled to replace the existing AC water main within the project limits. The original design contract assumed the storm drainage and UGC project would be bid in October 2019 with construction in early 2020.

Gray & Osborne is requesting additional payment to compensate for design delays, revisions, and additional utility coordination efforts as described herein. After achieving 60 percent design of the project, it was discovered that the maps obtained from the Town did not accurately locate the existing water utilities. Due to these inaccuracies, the City of Bellevue was required to perform exploratory "potholing" to determine the actual locations of their existing facilities to design the replacement for the AC water main. This in turn required additional redesign by PSE for the new underground utilities to avoid the new water main. As such, the design completion and bidding for the project have been delayed approximately 10 months.

Exhibit B identifies the hours utilized for the extra design and coordination effort, plus an estimation of hours to complete the design once the City of Bellevue AC main replacement project is complete and the respective utilities complete their revisions to the joint utility trench design.

EXHIBIT B

ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

Town of Yarrow Point - NE 42nd Street/91st Avenue NE Stormwater and UGC Project Design Supplement

Tasks	Principal/Project Manager Hours	Project Engineer Hours
1 Project Management	4	
2 Utilty Coordination	4	12
3 Plan Revisions	4	40
Hour Estimate:	12	52
Fully Burdened Billing Rate Range:*	$112 to $177	$99 to $177
Estimated Fully Burdened Billing Rate:*	$155	$150
Fully Burdened Labor Cost:	$1,860	$7,800

Total Fully Burdened Labor Cost:	$	9,660
Direct Non-Salary Cost:		
Printing	$	40
TOTAL ESTIMATED COST:	**$**	**9,700**

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

Business of The Town Council
Town of Yarrow Point, WA

Agenda Bill 20-23
July 14, 2020

Noise Ordinance	**Proposed Council Action:** For Approval

Presented by: Town Attorney Scott Missall

Exhibits: Chapter 8.04 Nuisance Control Code

Summary:
Attorney Scott Missall has drafted a revised Nuisance Control Code to include the addition of watercraft and the enforcement of such nuisance violations relating to noise under TYPMC Chapter 8.04.

Recommended Action:
For approval.

Chapter 8.04

Formatted: French (France)

NUISANCE CONTROL CODE

Sections:

8.04.005 Short title.
8.04.010 Definitions.
8.04.020 Types of nuisances.
8.04.030 Prohibited conduct.
8.04.040 ~~Enforcement~~ Abatement notice.
8.04.050 Abatement by town.
~~8.04.060 Abatement by owner or other responsible person.~~
8.04.06~~7~~0 Immediate danger; ~~—~~Summary abatement.
8.04.07~~8~~0 Violation.

8.04.005 Short title.
This chapter may be known and cited as the "Yarrow Point nuisance control code." (Ord. 602 § 1, 2009)

8.04.010 Definitions.
The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

A. "Abate" means (1) to act to stop an activity and/or (2) to repair, replace, remove, ~~destroy~~undertake, or otherwise remedy ~~the~~a condition ~~in question~~which constitutes a violation by such means ~~and in such a~~, manner, and ~~to such an~~ extent as the ~~enforcement officer, in his judgment,~~town representative determines ~~is~~ necessary ~~in~~to correct the problem, comply with the ~~interest of~~code, and meet the ~~general~~public health, safety, and welfare of the ~~community~~town. For the purposes of this chapter, the verbs "abate" and "correct" shall be interchangeable and have the same meaning.

B. "Building materials" means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material, cans of paint and similar materials.

~~A. "Enforcement officer" means the mayor or any alternate designated by him/her.~~

C. "Enforcement officer" means any person having authority to act on behalf of the town, including but not limited to the mayor, clerk, engineer planner, building official, attorney, police and any other person granted or possessing authority to act on behalf of the town to enforce the code, town ordinances and/or regulations.

D. "Person" means any person or entity.

D. "Public property" means any town-owned or dedicated property or spaces and their subsidiary rights, and includes platted street ends and public right-of-way, whether used, unused, opened or unopened.

E. "Public right-of-way" means any and all public streets and property granted, reserved, held, or dedicated to public use for street purposes and/or for walkways, sidewalks, bikeways, horse trails, street ends or other uses, whether improved or unimproved and whether opened or unopened, including all related air rights, sub-surface rights, and access and use easements or licenses.

F. “Premises” means any building, lot, parcel, real estate or land or portion of land whether improved or unimproved, including adjacent walkways and parking strips.

G. “Responsible person” means any property owner, or agent, lessee or other person occupying or having charge or control of any premises~~, except the owner. (Ord. 602 § 1, 2009)~~.

8.04.020 Types of nuisances.

Each of the following conditions, actions or activities, unless otherwise permitted by law, is declared to constitute a public nuisance, and is subject to civil enforcement and penalties as provided in this chapter. In addition, or in the alternative, whenever the enforcement officer determines that any of these conditions, actions or activities exist upon any premises or in any lake, drainage way or wetlands, the officer may require or provide for the abatement thereof pursuant to this chapter:

A. The existence of any offensive or dangerous accumulation of weeds, trash, dirt, filth, waste shrubs, lawn or yard trimmings, the carcass of any animal or other offensive matter;

B. The existence of any dead, diseased, infested or dying tree that may constitute a danger to street trees, streets or portions thereof;

C. The existence of any tree, shrub or foliage, which is apt to destroy, impair, interfere or restrict:

1. Streets, sewers, utilities, walkways, or other public improvements;

2. Visibility on, or free use of, or access to such improvements;

D. The existence of any vines or climbing plants growing into or over any street tree, or any public hydrant or utility pole, or the existence of any shrub, vine or plant growing on or in front of any hydrant or any other appliance or facility provided for fire protection in such a way as to obscure the view thereof or impair the access thereto;

E. The existence of any accumulation of materials or objects in a location when the same endangers property, safety or constitutes a fire hazard;

F. The dumping or otherwise unlawful depositing of refuse, sawdust or any other material without a permit;

G. The existence of any obstruction to a street, alley or walkway and any excavation in or under any street, alley, crossing or walkway, which is by ordinance prohibited, or which is made without lawful permission, or which, having been made by lawful permission, is kept and maintained after the purpose thereof has been accomplished and for an unreasonable length of time, not to exceed 45 days;

H. The erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any private lot, building, structure or premises or in or upon any street, alley, park, walkway or other public or private place in the town any one or more of the following disorderly, disturbing, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions or things:

1. Any putrid, unhealthy or unwholesome bones, meat, hides, skins, the whole or any part of any dead animal, fish or fowl, or waste parts of fish, vegetable or animal matter in any quantity. Nothing in this subsection shall prevent the temporary retention of waste in approved covered

receptacles;

2. Any privies, vaults, cesspools, sumps, pits or like places which are not securely protected from flies and rats, or which are foul in odor;

3. Any filthy, littered or trash-covered dwellings, cellars, house yards, vacant lots, houses, buildings or premises;

4. Any inherently offensive or dangerous accumulation of bottles, cans, glass, ashes, paper or paper products, small pieces of scrap iron, wire metal articles, household appliances, broken concrete, broken glass, broken plaster and all such trash or abandoned material unless it is kept in approved covered bins or appropriate containers;

5. Any trash, litter, rags, accumulations of empty barrels, boxes, crates, packing cases, mattresses, bedding, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, or anything whatsoever in which flies or rats may breed or multiply or which may be a fire hazard;

I. The depositing, or causing to be deposited, in any street, walkway, park, parkway or other public place which is open to travel, of any hay, straw, paper, wood, boards, boxes, leaves, manure or other rubbish or material;

J. The storage or keeping on any premises in public view for more than 30 days of any used or unused building materials as defined in YPMC 8.04.010, whose retail cost new would exceed $1,000, without a special permit from the building official; provided, that nothing in this subsection shall:

1. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion;

2. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws;

K. The existence of any fence or other structure or thing on private property abutting or fronting upon any public street, sidewalk or place which is in a sagging, leaning, fallen, decayed or otherwise dilapidated or unsafe condition;

L. The existence or maintenance on any premises of a storage area, junkyard or dumping ground for the wrecking or disassembling of automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind, or for the storing or leaving of worn out, wrecked, inoperative or abandoned automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind or of any major parts thereof;

M. The existence of any drainage onto or over any walkway, public way or street;

N. Production at any time of any of the following sounds or noises, which by reason of their intensity, frequency, duration, volume, pitch or any other reason disturb the peace, quiet repose or comfort of any person or persons:

1. The frequent, repetitive or continuous sounding of any horn~~,~~ or siren ~~or other signaling device~~attached to a motor vehicle or watercraft, except as a warning of danger~~,~~ or as specifically permitted or required by law~~;~~.

2. The creation of frequent, repetitive or continuous ~~S~~sounds in connection with the starting, operation, repair, ~~or~~ rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, watercraft, or internal combustion engine within a residential district.~~;~~

3. Yelling, shouting, hooting, whistling or singing on or near the public rights-of-way, particularly between the hours of eleven p.m. and seven a.m.~~The use of a sound amplifier or other device capable of producing or reproducing amplified sound upon public streets for the purpose of commercial advertising for sales or for attracting the attention of the public to any vehicle, structure, or property or the contents therein, except as permitted by law, and except that vendors whose sole method of selling is from a moving vehicle shall be exempt from this subsection;~~

~~4. The use of a musical instrument, whistle, radio, sound amplifier or other device capable of producing or reproducing sound;~~

~~5. Sounds produced by any vehicle which is so loud, or has any defect or is not equipped with a proper muffler, so as to cause loud and unnecessary grating, grinding, rattling or other noise;~~

~~6. Any other unreasonably loud, disturbing, continuous, irritating, or unnecessary noise, whether emanating from a human, animal or mechanical source. (Ord. 602 § 1, 2009)~~

4. Sound from any motor vehicle or watercraft audio sound systems, operated at a volume so as to be audible greater than fifty feet from the vehicle or three hundred feet from the watercraft itself.

5. Sound from any source, other than a motor vehicle or watercraft, operated at a volume so as to be audible greater than fifty feet from the source.

6. This subsection N shall not apply to community events such as parades or regularly scheduled events between the hours of 9:00 a.m. and 11:00 p.m. This chapter shall not apply to fireworks lawfully discharged within the town.

8.04.030 Prohibited Conduct.

A. It is unlawful for any responsible person or owner to permit, maintain, suffer, carry on or allow, upon any premises or in any lake, stream, drainage way or wetlands, any of the acts or things declared by this chapter to be a public nuisance.

B. It is unlawful for any person to create, maintain, carry on or do any of the acts or things declared by this chapter to be a public nuisance. (Ord. 602 § 1, 2009)

8.04.040 ~~Enforcement~~ Abatement notice.

A. An enforcement officer ~~appointed by the mayor~~, having knowledge of any public nuisance, shall ~~cause any owner or other~~notify the responsible person ~~to be notified~~ of the existence of ~~a~~the public nuisance ~~on any premises~~ and shall direct the ~~owner or other~~ responsible person to abate the condition within 10 days after notice or other reasonable period. The notice shall be substantially in the following form:

NOTICE TO ABATE UNSAFE OR UNLAWFUL CONDITION

(Name and address of person notified)

As owner, agent, lessee or other person occupying or having charge or control of the building, lot or premises at -_____you are hereby notified that the undersigned pursuant to Chapter 8.04 of Yarrow Point Municipal Code has determined that there exists upon or adjoining said premises the following condition contrary to the provisions of subsection ____ of 8.04.020:

You are hereby notified to abate said condition to the satisfaction of the undersigned within 10 days of the date of this notice. If you do not abate such condition within ____days the town will abate the condition at your expense.

Abatement is to be accomplished in the following manner:

Dated: _____

by -_____(Name of enforcement officer)

~~(Ord. 602 § 1, 2009)~~

B. Abatement notices shall be served upon the responsible person to whom it is directed by one or more of the following methods:

1. Personal service, or by leaving a copy at the person's usual abode with a person over the age of 18 who resides there.

2. Mailing a copy of the notice to such person at his/her last known address (service shall be effective on the date of postmark).

3. Posting a copy of the notice in a conspicuous place on the affected property or structure.

C. Proof of service shall be made by a written declaration under penalty of perjury by the person serving the notice, declaring the date and time of service and the manner by which service was made.

D. Failure of any person to actually receive the warning notice, citation, or notice of violation shall not invalidate any code enforcement action.

8.04.050 Abatement by town.

In all cases where the enforcement officer has determined to proceed with abatement, 10 days after giving notice, the town shall acquire jurisdiction to abate the condition at the responsible person's expense. All costs and expenses associated with the town's abatement of the condition shall be assessed jointly and severally on the responsible person(s) identified in the issued abatement notice. In any such abatement by the town, the town shall also be entitled to interest accruing at the rate of 12 percent per annum from the time of the expenditure of funds by the town for such abatement. The authority for enforcement provided herein shall be in addition to and as an alternative to the authority of the town to prosecute violations of town Codes as misdemeanors, gross misdemeanors or infractions.~~person's expense as provided in this chapter. Upon the abatement of the condition or any portion thereof by the town, all the expenses thereof shall constitute a civil debt owing to the town jointly and severally by such of the persons who have been~~

~~given notice as provided in this chapter. The debt shall be collectable in the same manner as any other civil debt owing to the town. (Ord. 602 § 1, 2009)~~

~~**8.04.060 Abatement by owner or other responsible person.**~~
~~If and when an owner or other responsible person undertakes to abate any condition described in this chapter, whether by order of the enforcement officer or otherwise, all needful and legal conditions pertinent to the abatement may be imposed by the enforcement officer. It is unlawful for the owner or other responsible person to fail to comply with such conditions. Nothing in this chapter shall relieve any owner or other responsible person of the obligation of obtaining any required permit to do any work incidental to the abatement. (Ord. 602 § 1, 2009)~~

~~8.04.070~~**8.04.060** **Immediate danger~~—~~; Summary abatement.**
Whenever any condition on, or use of, property causes or constitutes ~~or reasonably appears to cause or constitute an imminent or~~ an immediate danger or threat to the public health ~~or~~, safety ~~of the public, or a significant portion thereof, the enforcement officer shall have the authority to~~ or welfare, the town may summarily and, without prior notice, abate the ~~same. The expenses~~condition. Notice of such abatement, including the reason for it, shall ~~become a civil debt~~be given to the responsible person for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the ~~owner or other responsible party and~~town or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats, but neither shall the town be ~~collected as provided~~entitled to recover any costs incurred for summary abatement, prior to the time that notice thereof is served on the person responsible for the violation as set forth in YPMC 8.04.~~050. (Ord. 602 § 1, 2009)~~030.

8.04.~~080~~070 Violation.
A. Any person violating any of the provisions of this chapter is guilty of a civil infraction with a penalty of $500.00 for each day the violation exists. The civil infraction may be imposed as a remedy under Chapters 1.08 and 2.52 YPMC, which is in addition to abatement as provided in YPMC 8.04.040 and 8.04.050.

B. In addition, any violation of the provisions of this chapter constitutes a code violation under Chapter 1.08 YPMC and is subject to enforcement action, corrective action, fines and penalties described therein. ~~(Ord. 696 § 3 (Exh. B§3), 2019; Ord. 602 § 1, 2009)~~

Chapter 8.04

NUISANCE CONTROL CODE

Sections:

8.04.005 Short title.
8.04.010 Definitions.
8.04.020 Types of nuisances.
8.04.030 Prohibited conduct.
8.04.040 Abatement notice.
8.04.050 Abatement by town.
8.04.060 Immediate danger; Summary abatement.
8.04.070 Violation.

8.04.005 Short title.
This chapter may be known and cited as the "Yarrow Point nuisance control code." (Ord. 602 § 1, 2009)

8.04.010 Definitions.
The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

A. "Abate" means (1) to act to stop an activity and/or (2) to repair, replace, remove, undertake, or otherwise remedy a condition which constitutes a violation by such means, manner, and extent as the town representative determines necessary to correct the problem, comply with the code, and meet the public health, safety, and welfare of the town. For the purposes of this chapter, the verbs "abate" and "correct" shall be interchangeable and have the same meaning.

B. "Building materials" means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material, cans of paint and similar materials.

C. "Enforcement officer" means any person having authority to act on behalf of the town, including but not limited to the mayor, clerk, engineer planner, building official, attorney, police and any other person granted or possessing authority to act on behalf of the town to enforce the code, town ordinances and/or regulations.

D. "Person" means any person or entity.

D. "Public property" means any town-owned or dedicated property or spaces and their subsidiary rights, and includes platted street ends and public right-of-way, whether used, unused, opened or unopened.

E. "Public right-of-way" means any and all public streets and property granted, reserved, held, or dedicated to public use for street purposes and/or for walkways, sidewalks, bikeways, horse trails, street ends or other uses, whether improved or unimproved and whether opened or unopened, including all related air rights, sub-surface rights, and access and use easements or licenses.

F. "Premises" means any building, lot, parcel, real estate or land or portion of land whether improved or unimproved, including adjacent walkways and parking strips.

G. "Responsible person" means any property owner, or agent, lessee or other person occupying or having charge or control of any premises.

8.04.020 Types of nuisances.

Each of the following conditions, actions or activities, unless otherwise permitted by law, is declared to constitute a public nuisance, and is subject to civil enforcement and penalties as provided in this chapter. In addition, or in the alternative, whenever the enforcement officer determines that any of these conditions, actions or activities exist upon any premises or in any lake, drainage way or wetlands, the officer may require or provide for the abatement thereof pursuant to this chapter:

A. The existence of any offensive or dangerous accumulation of weeds, trash, dirt, filth, waste shrubs, lawn or yard trimmings, the carcass of any animal or other offensive matter;

B. The existence of any dead, diseased, infested or dying tree that may constitute a danger to street trees, streets or portions thereof;

C. The existence of any tree, shrub or foliage, which is apt to destroy, impair, interfere or restrict:

1. Streets, sewers, utilities, walkways, or other public improvements;

2. Visibility on, or free use of, or access to such improvements;

D. The existence of any vines or climbing plants growing into or over any street tree, or any public hydrant or utility pole, or the existence of any shrub, vine or plant growing on or in front of any hydrant or any other appliance or facility provided for fire protection in such a way as to obscure the view thereof or impair the access thereto;

E. The existence of any accumulation of materials or objects in a location when the same endangers property, safety or constitutes a fire hazard;

F. The dumping or otherwise unlawful depositing of refuse, sawdust or any other material without a permit;

G. The existence of any obstruction to a street, alley or walkway and any excavation in or under any street, alley, crossing or walkway, which is by ordinance prohibited, or which is made without lawful permission, or which, having been made by lawful permission, is kept and maintained after the purpose thereof has been accomplished and for an unreasonable length of time, not to exceed 45 days;

H. The erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any private lot, building, structure or premises or in or upon any street, alley, park, walkway or other public or private place in the town any one or more of the following disorderly, disturbing, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions or things:

1. Any putrid, unhealthy or unwholesome bones, meat, hides, skins, the whole or any part of any dead animal, fish or fowl, or waste parts of fish, vegetable or animal matter in any quantity. Nothing in this subsection shall prevent the temporary retention of waste in approved covered receptacles;

2. Any privies, vaults, cesspools, sumps, pits or like places which are not securely protected from flies and rats, or which are foul in odor;

3. Any filthy, littered or trash-covered dwellings, cellars, house yards, vacant lots, houses, buildings or premises;

4. Any inherently offensive or dangerous accumulation of bottles, cans, glass, ashes, paper or paper products, small pieces of scrap iron, wire metal articles, household appliances, broken concrete, broken glass, broken plaster and all such trash or abandoned material unless it is kept in approved covered bins or appropriate containers;

5. Any trash, litter, rags, accumulations of empty barrels, boxes, crates, packing cases, mattresses, bedding, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, or anything whatsoever in which flies or rats may breed or multiply or which may be a fire hazard;

I. The depositing, or causing to be deposited, in any street, walkway, park, parkway or other public place which is open to travel, of any hay, straw, paper, wood, boards, boxes, leaves, manure or other rubbish or material;

J. The storage or keeping on any premises in public view for more than 30 days of any used or unused building materials as defined in YPMC 8.04.010, whose retail cost new would exceed $1,000, without a special permit from the building official; provided, that nothing in this subsection shall:

1. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion;

2. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws;

K. The existence of any fence or other structure or thing on private property abutting or fronting upon any public street, sidewalk or place which is in a sagging, leaning, fallen, decayed or otherwise dilapidated or unsafe condition;

L. The existence or maintenance on any premises of a storage area, junkyard or dumping ground for the wrecking or disassembling of automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind, or for the storing or leaving of worn out, wrecked, inoperative or abandoned automobiles, trucks, trailers, house trailers, boats, tractors or other vehicle or machinery of any kind or of any major parts thereof;

M. The existence of any drainage onto or over any walkway, public way or street;

N. Production at any time of any of the following sounds or noises, which by reason of their intensity, frequency, duration, volume, pitch or any other reason disturb the peace, quiet repose or comfort of any person or persons:

1. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle or watercraft, except as a warning of danger or as specifically permitted or required by law.

2. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, watercraft, or internal combustion engine within a residential district.

3. Yelling, shouting, hooting, whistling or singing on or near the public rights-of-way, particularly between the hours of eleven p.m. and seven a.m.

4. Sound from any motor vehicle or watercraft audio sound systems, operated at a volume so as to be audible greater than fifty feet from the vehicle or three hundred feet from the watercraft itself.

5. Sound from any source, other than a motor vehicle or watercraft, operated at a volume so as to be audible greater than fifty feet from the source.

6. This subsection N shall not apply to community events such as parades or regularly scheduled events between the hours of 9:00 a.m. and 11:00 p.m. This chapter shall not apply to fireworks lawfully discharged within the town.

8.04.030 Prohibited Conduct.

A. It is unlawful for any responsible person or owner to permit, maintain, suffer, carry on or allow, upon any premises or in any lake, stream, drainage way or wetlands, any of the acts or things declared by this chapter to be a public nuisance.

B. It is unlawful for any person to create, maintain, carry on or do any of the acts or things declared by this chapter to be a public nuisance. (Ord. 602 § 1, 2009)

8.04.040 Abatement notice.

A. An enforcement officer, having knowledge of any public nuisance, shall notify the responsible person of the existence of the public nuisance and shall direct the responsible person to abate the condition within 10 days after notice or other reasonable period. The notice shall be substantially in the following form:

NOTICE TO ABATE UNSAFE OR UNLAWFUL CONDITION

(Name and address of person notified)

As owner, agent, lessee or other person occupying or having charge or control of the building, lot or premises at _____ you are hereby notified that the undersigned pursuant to Chapter 8.04 of Yarrow Point Municipal Code has determined that there exists upon or adjoining said premises the following condition contrary to the provisions of subsection ___ of 8.04.020:

You are hereby notified to abate said condition to the satisfaction of the undersigned within 10 days of the date of this notice. If you do not abate such condition within ____ days the town will abate the condition at your expense.

Abatement is to be accomplished in the following manner:

Dated: _____

by _____ (Name of enforcement officer)

B. Abatement notices shall be served upon the responsible person to whom it is directed by one or more of the following methods:

1. Personal service, or by leaving a copy at the person's usual abode with a person over the age of 18 who resides there.

2. Mailing a copy of the notice to such person at his/her last known address (service shall be effective on the date of postmark).

3. Posting a copy of the notice in a conspicuous place on the affected property or structure.

C. Proof of service shall be made by a written declaration under penalty of perjury by the person serving the notice, declaring the date and time of service and the manner by which service was made.

D. Failure of any person to actually receive the warning notice, citation, or notice of violation shall not invalidate any code enforcement action.

8.04.050 Abatement by town.
In all cases where the enforcement officer has determined to proceed with abatement, 10 days after giving notice, the town shall acquire jurisdiction to abate the condition at the responsible person's expense. All costs and expenses associated with the town's abatement of the condition shall be assessed jointly and severally on the responsible person(s) identified in the issued abatement notice. In any such abatement by the town, the town shall also be entitled to interest accruing at the rate of 12 percent per annum from the time of the expenditure of funds by the town for such abatement. The authority for enforcement provided herein shall be in addition to and as an alternative to the authority of the town to prosecute violations of town Codes as misdemeanors, gross misdemeanors or infractions.

8.04.060 Immediate danger; Summary abatement.
Whenever any condition on, or use of, property causes or constitutes an immediate danger or threat to the public health, safety or welfare, the town may summarily and, without prior notice, abate the condition. Notice of such abatement, including the reason for it, shall be given to the responsible person for the violation as soon as reasonably possible after the abatement. No right of action shall lie against the town or its agents, officers, or employees for actions reasonably taken to prevent or cure any such immediate threats, but neither shall the town be entitled to recover any costs incurred for summary abatement, prior to the time that notice thereof is served on the person responsible for the violation as set forth in YPMC 8.04.030.

8.04.070 Violation.
A. Any person violating any of the provisions of this chapter is guilty of a civil infraction with a penalty of $500.00 for each day the violation exists. The civil infraction may be imposed as a remedy under Chapters 1.08 and 2.52 YPMC, which is in addition to abatement as provided in YPMC 8.04.040 and 8.04.050.

B. In addition, any violation of the provisions of this chapter constitutes a code violation under Chapter 1.08 YPMC and is subject to enforcement action, corrective action, fines and penalties described therein.

Business of The Town Council

Town of Yarrow Point, WA

Agenda Bill 20-24

July 14, 2020

Special Vehicle Length Permit	**Proposed Council Action:** For Discussion

Presented by: Deputy Clerk Austen Wilcox

Exhibits:

- City of Clyde Hill Vehicle Length Permit
- CHMC 10.48 Size, Weight, and Load Restrictions
- TYPMC 10.12 Vehicle Size Restrictions

Summary:

There have been some over-length trucks coming and going relating to the City of Bellevue 91st/NE 42nd Stormwater Upsizing & Underground Utility Conversion Project. Councilmember Valaas has asked for enforcement of this issue. Mayor Cahill reached out to City of Clyde Hill to inquire about the possibility of Clyde Hill handling permitting along with enforcement for us. Clyde Hill does not want to absorb the permitting process. The Council should review TYPMC 10.12 “Vehicle Size Restrictions” and decide if it needs amendment and/or a special vehicle length permit added. To allow CHPD to better enforce, our Code would need to reflect Clyde Hill’s 10.48 “Size, Weight, and Load Restrictions” Code Section. For discussion, below are the following steps and elements for consideration for the process of creation of an oversized vehicle truck permit.

- Permit cost determination - (fee to be included in new Fee Resolution)
- Creation of associated TYPMC language to mirror CHMC 10.48
- Creation of new permit application by staff
- Review/approve vehicle length permit applications - performed by Town Engineer

Recommended Action:

For discussion.

CITY OF Clyde Hill

9605 NE 24th Street • Clyde Hill, Washington 98004
425-453-7800 • Fax: 425-462-1936 • www.clydehill.org

SPECIAL VEHICLE LENGTH

Permit #_____

Applicant: _____

Address: _____

_____

_____

Phone: _____

Delivery Address: _____

Clyde Hill, WA 98004

Owner's Name: _____

Show planned route through Clyde Hill. →

Company	Vehicle License #	Date & Time	Load Description (Justify need for special vehicle length permit)

☐ **This load cannot be configured to comply with the 40-foot vehicle limitation.**

The undersigned applicant hereby agrees and promises to indemnify and hold harmless the City of Clyde Hill from any injury to persons or property caused by the negligence of the applicant or its agents. In operating under the authority of any permit issued by the City upon this application, the applicant agrees to be bound by all the terms and conditions set forth in the permit and as provided by all applicable ordinances, including but not limited to CHMC Chapter 10.48.

Applicant's Signature: _____ Date: _____

This permit must be carried in the permitted vehicle at all times during operation within the City.

For Office Use

Additional Requirements: _____

_____

_____

_____

Application Fee: $50

Accepted by: _____

Date: _____

Receipt # _____

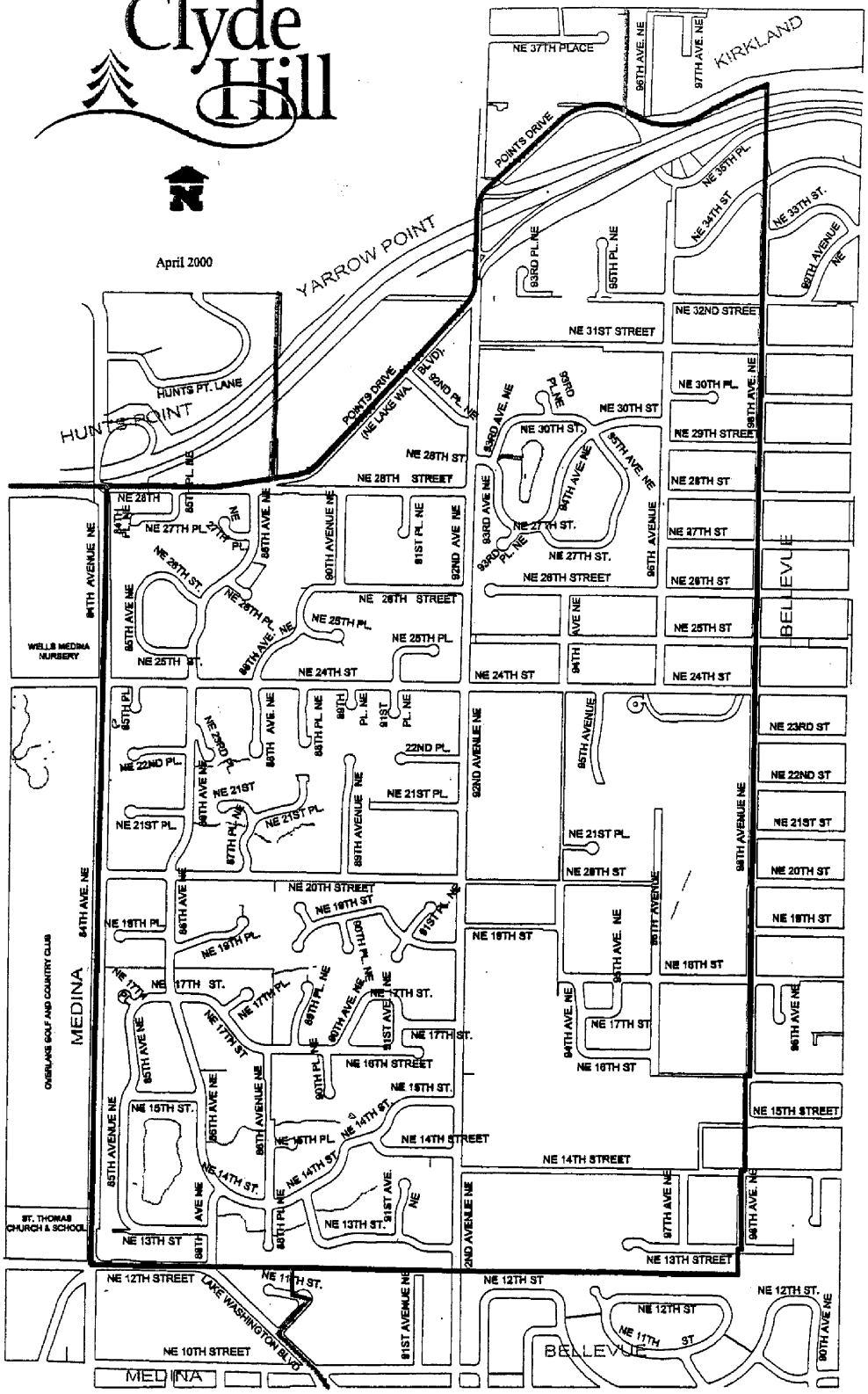
Valid only when stamped.

Permission is hereby granted by the City of Clyde Hill to allow the *above-described* over-length vehicle(s) access to the route specified through the City of Clyde Hill according to the conditions herein and subject to compliance with the ordinances of the City.

CITY OF

Clyde Hill

April 2000



City of Clyde Municipal Code

Chapter 10.48
SIZE, WEIGHT AND LOAD RESTRICTIONS

10.48.010 Restrictions adopted by reference – Reservation – Application.

A. Through adoption of the Model Traffic Ordinance in CHMC 10.05.010, the city has adopted the uniform size, weight, and load restrictions prescribed by state law in Chapter 46.44 RCW.

B. The city reserves its authority pursuant to RCW 46.44.080 to adopt additional or stricter regulations governing the size, weight, and load restrictions for vehicles operating upon public highways located within city limits. Where deemed necessary to prevent serious damage or destruction to such public highways, additional and/or stricter regulations shall be codified within this chapter.

C. The size, weight, and load restrictions set forth in this chapter shall apply to all public highways located within city limits over which the city has jurisdiction and for which the city is responsible to maintain. Unless specified further herein, the restrictions in this chapter shall not apply to State Route 520 or N.E. 12th Street. (Ord. 825 § 1, 2000; Ord. 821 § 3, 2000)

10.48.020 Maximum lengths.

A. It is unlawful for any person to operate upon the public highways of the city any vehicle or combination of vehicles, including but not limited to truck and trailer combinations, having an overall length, with or without load, in excess of 40 feet. This restriction does not apply to:

1. Articulated municipal transit vehicles;

2. School buses;

3. Emergency vehicles;

4. Solid waste utility vehicles, provided the utility is licensed or franchised by the city;

5. Fuel-tanker vehicles, provided the purpose for operation of the vehicle is to deliver product to a business located within city limits;

6. Recreational vehicles and boat trailers as defined in CHMC 8.30.050;

7. Public and private utility vehicles necessary to perform needed services to the citizens of Clyde Hill when no other smaller vehicle is available. Said vehicles must obtain a permit when they are merely transiting through the city and are not entering the city for the purpose of facilitating the utility's provision of service to the citizens of Clyde Hill.

B. For purposes of this section, the length of a vehicle shall be the maximum distance from the furthest forward projection of the vehicle or equipment or load attached or affixed to such vehicle measured to the furthest rearward projection, equipment, or load. (Ord. 908 § 2, 2010; Ord. 840 § 1, 2001; Ord. 821 § 3, 2000)

10.48.100 Special permits authorized.

A. The public works director may, upon application in writing, payment of the appropriate fee, and good cause being shown therefor, issue a special permit in writing authorizing the applicant to operate or move a vehicle or combination of vehicles of a size, weight, or load exceeding the maximum specified in this chapter or otherwise not in conformity with the provisions of this chapter upon any public highway under the jurisdiction of the city.

B. In the event of an emergency, as determined in the discretion of the director, the director may authorize such special permit by telephone without formal written application or prepayment of the required fee. The director shall notify the police department in the event of the issuance of an emergency special permit issued pursuant to this subsection.

C. The original permit or certified copy must be carried on the power unit at all times the permit is in effect. Permittees who have received approval by telephone to operate under permit are exempt from this requirement.

D. The required fee for permit application shall be as specified in the appropriate fee schedule adopted by the city council. (Ord. 821 § 3, 2000)

10.48.110 Criteria for special permits.

The public works director may issue a special permit in accordance with CHMC 10.48.100, upon determining that the applicant has established or demonstrated, where applicable, the following criteria:

A. The applicant has shown that the load cannot reasonably be dismantled or disassembled to conform to the limitations imposed pursuant to this chapter. Reductions in size or load shall be made even though the use of additional vehicles becomes necessary;

B. The vehicle(s) and load type have been thoroughly described and identified;

C. The vehicle operator, points of origin, destination, route of travel, and time of travel have been stated with reasonable specificity;

D. The proposed movement is consistent with public safety;

E. The applicant has shown adequate proof, in the determination of the director, that the requirements imposed in CHMC 10.48.115 will be satisfied. (Ord. 821 § 3, 2000)

10.48.115 Conditions and restrictions for special permit.

The operation of any vehicle upon city streets under the authority of a special permit issued pursuant to CHMC 10.48.100 shall be subject to the following conditions and requirements:

A. The owner or operator of the vehicle shall obtain and have in effect liability insurance in the amount of at least $300,000 for the coverage of claims resulting from any accident, damage, or injury to any person or property resulting from the operation of the vehicle covered by the permit upon the public highways of the city; provided, that a commercial operator shall have such vehicle liability insurance in the amount of at least $750,000.

B. The vehicle operator shall be properly licensed to operate the vehicle or carry the load described in accordance with any applicable provisions of federal, state, or local law and regulations.

C. The vehicles have been properly licensed to make the proposed move or carry the load described in accordance with any applicable provisions of federal, state, or local law and regulations.

D. The permittee shall make the proposed move or carry the load in strict compliance with the movement described and approved in the permit.

E. The permittee shall comply with any other condition or requirement imposed by the director and deemed to be necessary to secure and maintain the public health and safety, prevent the potential for damage or destruction to the city's public highways, or secure restoration funds in the event that such damage or destruction does occur. Such additional requirements include, but are not limited to the following:

1. The posting of a security deposit, bond, or other financial security in an amount determined by the director;

2. The limitation of the proposed movement to certain routes or times;

3. The use of certain safety equipment or measures such as flaggers, warning lights or signs. (Ord. 821 § 3, 2000)

10.48.120 Enforcement.

Violation of any of the provisions of this chapter is a traffic infraction, and upon the finding that a violation has occurred, the violator shall be assessed a basic penalty of $150.00, plus any applicable costs and assessments. (Ord. 821 § 3, 2000)

10.48.130 Liability for damage or destruction to public highway.

Any person operating any vehicle or moving any object or conveyance upon any public highway in this city in a negligent or illegal manner is liable for all damages that the public highway may sustain as a result of the negligent or illegal operation of the vehicle or the moving of any such object or conveyance. This section applies to any person operating any vehicle or moving any

object or contrivance without a special permit as provided in this chapter. When the operator is not the owner of the vehicle, object, or contrivance but is operating or moving it with the express or implied permission of the owner, the owner and the operator are jointly and severally liable for any such damage. Such damage to any public highway or structure may be recovered in a civil action instituted in the name of the city. Any measure of damage to any public highway determined by the city by reason of this section is prima facie the amount of damage caused thereby and is presumed to be the amount recoverable in any civil action therefor. (Ord. 821 § 3, 2000)

Town of Yarrow Point Municipal Code

Chapter 10.12
VEHICLE SIZE RESTRICTIONS WITHIN TOWN LIMITS

10.12.010 Applicability.

The size restrictions set forth in this chapter shall apply to all public roadways located within town limits over which the town has jurisdiction and for which the town is responsible to maintain. (Ord. 584 § 1, 2008)

10.12.020 Restrictions – Exemptions.

It is unlawful for any person to operate upon the public roadways of the town any vehicle or combination of vehicles, including but not limited to truck and trailer combinations, having an overall length in excess of 40 feet. This restriction does not apply to:

A. School buses.

B. Emergency vehicles.

C. Municipal transit vehicles.

D. Solid waste utility vehicles.

E. Recreation vehicles and boat trailers.

F. Public and private utility vehicles necessary to perform needed services to the citizens of the town when no other smaller vehicle is available.

G. Moving vans, used for the purpose of transporting household goods and furnishings, consisting of a tractor and a single semi-trailer.

H. Truck and trailer vehicles required in the transportation of equipment used for demolition and excavation work associated with residential construction; provided, however:

1. Said truck and trailer shall not have a combined length in excess of 60 feet.

2. Said truck and trailer shall not be allowed on public streets and roads but for the hours between 9:30 a.m. and 3:30 p.m. Monday through Friday. (Ord. 584 § 2, 2008)

10.12.030 Violation – Penalty.

A. It shall be unlawful for any person, firm, corporation or association to violate the provisions of this chapter. Any violation of this chapter shall be deemed a civil infraction and shall be punished by a civil fine not to exceed $250.00. Each day that a violation is continued or maintained shall be considered a separate civil infraction.

B. In addition, any violation of the provisions of this chapter constitutes a code violation under Chapter 1.08 YPMC and is subject to enforcement action, corrective action, fines and penalties described therein. (Ord. 696 3 (Exh. B§5), 2019; Ord. 584 § 3, 2008)

10.12.040 Damage – Liability.

Any person operating any vehicle or moving any object or conveyance upon any public roadway in the town in a negligent or illegal manner is liable for all damages that the public roadway may sustain as a result of the negligent or illegal operation of the vehicle or the moving of any such object or conveyance. When the operator is not the owner of the vehicle, object, or conveyance but is operating or moving it with the express or implied permission of the owner, the owner and the operator are jointly and severally liable for any such damage. Such damage to any public roadway or structure may be recovered in a civil action instituted in the name of the town. Any measure of damage to any public roadway determined by the town by reason of this section is prima facie evidence of the amount of damage caused and is presumed to be the amount recoverable in any civil action therefor. (Ord. 584 § 4, 2008)