

**YARROW POINT
TOWN COUNCIL MEETING AGENDA
Tuesday, October 13, 2020
7:00 p.m. via conference call at:
206-485-3849 Conference ID: 891 108 764#**

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 September 8, 2020

3. STAFF REPORTS

REGULAR BUSINESS:

4. AB 20-30 – Levy Increase

A. Public Hearing

B. Ordinance No. 706: An Ordinance of the Town of Yarrow Point, Washington, Increasing the Town of Yarrow Point's Regular Levy from the Previous Year, Commencing January 1, 2021 On All Property; and Establishing an Effective Date

5. AB 20-31 – Preliminary Budget

A. Public Hearing

6. AB 20-32 – NE 42nd Street/ 91st Ave NE Stormwater Upsizing & UGC Project / Lowest Bidder

7. AB 20-33 – NE 42nd Street PSE Agreement

8. AB 20-34 – Gray and Osborn Change Order #2 - construction support
9. AB 20-35 – Out West Landscape & Irrigation, Inc. Bid for Town Entry Improvement Project
10. Mayor's & Council Reports
11. ADJOURNMENT

*To subscribe to our email list, email Town Hall at: townhall@yarrowpointwa.gov
Town of Yarrow Point, 4030 95th Ave. NE, Yarrow Point, WA 98004
425-454-6994, townhall@ci.yarrow-point.wa.us*

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

Consent Calendar
October 13, 2020

Consent Calendar	Proposed Council Action: Approve Consent Calendar
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Presented by: Clerk-Treasurer

Exhibits: Consent Calendar Items

Summary:

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

The following document are included in this section:

- Payment Approval Reports and Payroll Reports

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 10/08/2020 approving payments as shown totaling \$ **172,852.67**, plus payroll, benefits, and tax expenses of \$ **31,186.57** as shown on the attached payroll & benefits report for a total of \$ **204,039.24**.

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Banner Bank					
700	Banner Bank	Constant Contact	09/17/2020	49.51	
700	Banner Bank	Training - Clerk online MRSC	09/17/2020	135.00	
700	Banner Bank	Meeting expense	09/17/2020	65.95	
700	Banner Bank	Domain renew, Amazon web services, etc.	09/17/2020	1,110.22	
700	Banner Bank	Copy paper, misc. supplies	09/17/2020	504.53	
700	Banner Bank	Cell phones	09/17/2020	285.79	23,444.96
Total Banner Bank:				2,151.00	
Building Maintenance Services of Northwe					
130	Building Maintenance Servi	Payment on pagoda project	09/09/2020	6,022.50	10,147.50
Total Building Maintenance Services of Northwe:				6,022.50	
CASELLE, INC.					
1300	CASELLE, INC.	Contract support and maintenance - October and Nove	09/01/2020	1,419.00	8,454.50
Total CASELLE, INC.:				1,419.00	
CDW Direct					
131	CDW Direct	Renew Firewall Subscription - 3 yrs.	09/20/2020	1,203.92	1,203.92
Total CDW Direct:				1,203.92	
CITY OF CLYDE HILL					
10	CITY OF CLYDE HILL	Police Contract - 4th Qtr.	09/29/2020	105,989.75	
10	CITY OF CLYDE HILL	Criminal Justice - 3rd Qtr.	09/29/2020	1,547.43	440,450.93
Total CITY OF CLYDE HILL:				107,537.18	
Comcast					
301	Comcast	Internet	09/22/2020	9.95	2,076.34
Total Comcast:				9.95	
CRYSTAL AND SIERRA SPRINGS					
1046	CRYSTAL AND SIERRA S	Town Hall water cooler	09/26/2020	109.70	536.68
Total CRYSTAL AND SIERRA SPRINGS:				109.70	
Daily Journal of Commerce					
132	Daily Journal of Commerce	Advertisement for Bid for 42nd-91st Stormwater project	09/23/2020	415.80	415.80
Total Daily Journal of Commerce:				415.80	
Dicker Cahill					
8011	Dicker Cahill	Christmas wreaths for entry	09/13/2020	330.28	330.28
Total Dicker Cahill:				330.28	
DIGITAL REPROGRAPHICS					
256	DIGITAL REPROGRAPHIC	September Council Packets	10/01/2020	289.63	
256	DIGITAL REPROGRAPHIC	42nd-91st Project plans	10/01/2020	172.26	3,806.27
Total DIGITAL REPROGRAPHICS:				461.89	

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
ELECTRONIC BUSINESS MACHINES, INC.					
303	ELECTRONIC BUSINESS	Copier Contract	09/17/2020	230.47	770.96
Total ELECTRONIC BUSINESS MACHINES, INC.:				230.47	
Gaylynn Brien					
1151	Gaylynn Brien	Sales Tax reports	09/30/2020	50.00	450.00
Total Gaylynn Brien:				50.00	
Iron Creek Construction LLC					
1295	Iron Creek Construction LL	Remove 1500 sq ft pathway on 92nd and replacewith n	10/05/2020	22,268.47	84,012.47
Total Iron Creek Construction LLC:				22,268.47	
ISOutsorce					
1301	ISOutsorce	iVSAT Remediation	09/03/2020	128.80	
1301	ISOutsorce	Monthly billing for Sept.	09/03/2020	55.00	
1301	ISOutsorce	Monthly billing for October	09/03/2020	55.00	
1301	ISOutsorce	Internet not working; Backup disk full; Firewall Mainten	09/03/2020	321.70	8,788.30
Total ISOutsorce:				560.50	
KIRKLAND MUNICIPAL COURT					
111	KIRKLAND MUNICIPAL C	Court Costs	09/22/2020	166.15	1,084.70
Total KIRKLAND MUNICIPAL COURT:				166.15	
Lagerholm, Stephan					
1131	Lagerholm, Stephan	Reimburse for mailbox payment-was reimbursed to To	09/09/2020	200.00	200.00
Total Lagerholm, Stephan:				200.00	
MONA H. GREEN					
219	MONA H. GREEN	Building Permits	09/30/2020	405.00	
219	MONA H. GREEN	Pre-application meetings	09/30/2020	776.25	
219	MONA H. GREEN	SEPA	09/30/2020	135.00	
219	MONA H. GREEN	Shoreline Sub Mgmt	09/30/2020	33.75	
219	MONA H. GREEN	Shoreline exemption	09/30/2020	168.75	
219	MONA H. GREEN	Mechanical	09/30/2020	67.50	
219	MONA H. GREEN	Miscellaneous	09/30/2020	1,552.50	28,620.00
Total MONA H. GREEN:				3,138.75	
MUNICIPAL PERMIT SERVICE, LLC					
350	MUNICIPAL PERMIT SER	Code enforcement	09/30/2020	295.05	
350	MUNICIPAL PERMIT SER	Building permit inspections	09/30/2020	2,098.75	
350	MUNICIPAL PERMIT SER	Mechanical permit inspections	09/30/2020	322.87	
350	MUNICIPAL PERMIT SER	Fence permit inspections	09/30/2020	130.18	
350	MUNICIPAL PERMIT SER	Plan reviews	09/30/2020	1,218.75	32,641.85
Total MUNICIPAL PERMIT SERVICE, LLC:				4,065.60	
Northern Waters					
304	Northern Waters	Repair pump at beach	10/05/2020	335.50	1,057.93
Total Northern Waters:				335.50	

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
NORTHWEST CIVIL SOLUTIONS					
450	NORTHWEST CIVIL SOLU	42nd -91st Stormwater Project	09/30/2020	1,625.00	
450	NORTHWEST CIVIL SOLU	Pre-applications	09/30/2020	562.50	
450	NORTHWEST CIVIL SOLU	Plan review- Site Development Permit	09/30/2020	781.25	
450	NORTHWEST CIVIL SOLU	Right of way permits	09/30/2020	625.00	
450	NORTHWEST CIVIL SOLU	General administration	09/30/2020	2,375.00	45,625.00
Total NORTHWEST CIVIL SOLUTIONS:				5,968.75	
Ogden Murphy Wallace					
1390	Ogden Murphy Wallace	Clerk	09/22/2020	595.00	
1390	Ogden Murphy Wallace	Land Use	09/22/2020	1,740.00	
1390	Ogden Murphy Wallace	Mayor/Executive	09/22/2020	1,042.50	
1390	Ogden Murphy Wallace	Comcast Franchise	09/22/2020	1,346.25	37,181.15
Total Ogden Murphy Wallace:				4,723.75	
PUGET SOUND ENERGY					
604	PUGET SOUND ENERGY	Town Hall service for Aug & Sept.	09/25/2020	328.00	
604	PUGET SOUND ENERGY	Street lights Aug. and Sept.	09/25/2020	1,714.69	9,165.25
Total PUGET SOUND ENERGY:				2,042.69	
PUGET SOUND REGNL COUNCIL					
152	PUGET SOUND REGNL C	Annual Membership Dues	09/14/2020	678.00	678.00
Total PUGET SOUND REGNL COUNCIL:				678.00	
Scan Ventures LLC					
1446	Scan Ventures LLC	Street Deposit Refund	09/03/2020	3,750.00	3,750.00
Total Scan Ventures LLC:				3,750.00	
SEA-TAC SWEEPING SERVICE					
46	SEA-TAC SWEEPING SE	Street sweeping	09/14/2020	317.50	
46	SEA-TAC SWEEPING SE	Street Sweeping	09/14/2020	317.50	5,715.00
Total SEA-TAC SWEEPING SERVICE:				635.00	
Sound Law Center					
1280	Sound Law Center	Hearing Examiner - to be reimbursed	09/03/2020	2,330.00	9,772.50
Total Sound Law Center:				2,330.00	
State Department of Transportation					
280	State Department of Trans	Gas for town truck	09/30/2020	202.27	929.56
Total State Department of Transportation:				202.27	
THE SEATTLE TIMES					
192	THE SEATTLE TIMES	Summary of Ord 705	09/16/2020	47.43	
192	THE SEATTLE TIMES	Hearing notices	09/16/2020	56.61	1,784.09
Total THE SEATTLE TIMES:				104.04	
TREE SOLUTIONS INC.					
258	TREE SOLUTIONS INC.	Consulting Arborist for tree code	10/01/2020	1,120.00	1,120.00

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total TREE SOLUTIONS INC.:				1,120.00	
W E Electric, LLC					
278	W E Electric, LLC	Maintenance on generator	09/18/2020	363.00	
278	W E Electric, LLC	Town Hall furnace maintenance	09/18/2020	258.51	621.51
Total W E Electric, LLC:				621.51	
Grand Totals:				172,852.67	

Certification of the Consent Calendar as presented including the Payment Approval Report dated 10/08/2020 approving payments as shown totaling \$172,852.67, plus payroll, tax, and benefit expenses of \$31,186.57 as shown on the attached payroll & tax and benefits report for a grand total of \$204,039.24.

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

Clerk/Treasurer: Bonnie Ritter _____

Dated: October 13, 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
09/30/2020	CDPT		0	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security P	001-2200000	47.57-
09/30/2020	CDPT		0	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compens	001-2200000	349.10-
09/30/2020	CDPT		0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fa	001-2200000	91.59-
09/30/2020	PC	09/30/2020	5721	Cahill, Richard	9030			
09/30/2020	PC	09/30/2020	5722	Schroeder, Jordan	9039		999-1010110	203.17-
09/30/2020	PC	09/30/2020	5723	Schroeder, Ashley	9044		999-1010110	587.53-
09/30/2020	PC	09/30/2020	92020	Lovas, Istvan	9002		999-1010110	5,168.01-
09/30/2020	PC	09/30/2020	92021	Wilcox, Austen	9037		999-1010110	3,464.55-
09/30/2020	PC	09/30/2020	92022	Ritter, Bonnie	9041		999-1010110	5,559.56-
09/30/2020	CDPT	09/18/2020	920204	Association of Washington Cities	9	Health and Dental Insurance Insu	001-2200000	825.21-
09/30/2020	CDPT	09/18/2020	920204	Association of Washington Cities	9	Health and Dental Insurance Hea	001-2200000	2,275.20-
09/30/2020	CDPT	09/18/2020	920204	Association of Washington Cities	9	Health and Dental Insurance Den	001-2200000	164.37-
09/30/2020	CDPT	09/18/2020	920204	Association of Washington Cities	9	Health and Dental Insurance Visi	001-2200000	36.06-
09/30/2020	CDPT	09/18/2020	920205	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	1,591.46-
09/30/2020	CDPT	09/18/2020	920205	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	2,612.80-
09/30/2020	CDPT	09/18/2020	920206	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,461.34-
09/30/2020	CDPT	09/18/2020	920206	Federal Tax	2	941 Taxes Social Security Pay P	101-543-30-2	13.64-
09/30/2020	CDPT	09/18/2020	920206	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,474.98-
09/30/2020	CDPT	09/18/2020	920206	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	341.77-
09/30/2020	CDPT	09/18/2020	920206	Federal Tax	2	941 Taxes Medicare Pay Period:	101-543-30-2	3.19-
09/30/2020	CDPT	09/18/2020	920206	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	344.96-
09/30/2020	CDPT	09/18/2020	920206	Federal Tax	2	941 Taxes Federal Withholding T	001-2200000	4,570.51-
Grand Totals:			<u>19</u>					<u>31,186.57-</u>

**TOWN OF YARROW POINT
COUNCIL REGULAR MEETING (TELECONFERENCE) MINUTES
September 8, 2020
7:02 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

Guests: Scott Missall – Town Attorney
David Bergey – Wetherill Nature Preserve Board Member
John McGlenn – Park Commission Chairman
Brian Chinn – Resident

APPEARANCES:

Town Hall received the following written comments that were distributed to the Mayor and Council:

1. Mary Jane Swindley, resident at 3813 94th Ave NE, comments received on July 28, 2020, requesting Council consideration on parking issues.
2. Jeff Levere, resident at 3838 94th Ave NE, comments received on August 9, 2020, requesting Council consideration on regulations for campfires.

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.

1. CONSENT CALENDAR:

MOTION: Councilmember Valaas moved to approve the Consent Calendar as presented including the Payment Approval Report dated 8/6/2020 approving payments as shown totaling \$41,039.53, plus payroll, benefits, and tax expenses of \$31,147.71 as shown on the attached payroll and benefits reports for a grand total of \$72,187.24. Councilmember Bush seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

MOTION: Councilmember Valaas moved to approve the Consent Calendar as presented including the Payment Approval Report dated 9/3/2020 approving payments as shown totaling \$31,350.73, plus payroll, benefits, and tax expenses of \$31,628.42 as shown on the attached payroll and benefits reports for a grand total of \$62,979.15. Councilmember Elmore seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

2. MINUTES

Minutes of regular meeting July 14, 2020

MOTION: Councilmember Valaas moved to approve the regular meeting minutes of July 14, 2020. Councilmember Bush a seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

3. STAFF REPORTS:

A. Presentation by Wetherill Board Member David Bergey

Mayor Cahill explained that Mr. Bergey was invited to the meeting tonight when security issues in Wetherill Nature Preserve (WNP) were discussed in the July Council meeting. Mr. Bergey stated that he has not witnessed drug activity however has seen afterhours activity and informed kids of the hours (dawn to dusk) and discouraged party activity.

Councilmember Lagerholm shared his experiences finding evidence of drug and other suspicious activity. He noted a new automatic light that comes on in the dark near the entrance from the cul-de-sac. Mr. Bergey suggests installing a kiosk to inform the public of the parks hours and would be a helpful tool to help prevent some of the suspicious and unwanted activity in WNP. Mayor Cahill thanked Mr. Bergey for his great work in WNP.

B. Town Engineer Report

2019 NE 42nd Street / 91st Ave NE Stormwater Upsizing & UGC Project

The City of Bellevue water main project, including all paving and property restoration, is expected to be 100% complete on Friday, September 11th. As-builts will be provided to Town staff for use in the next phase. The Town's civil engineer, Gray and Osborne, completed the final design package (plans and specs) in August for the stormwater upsizing and underground conversion project.

C. Police Report

Mayor Cahill gave a police report on behalf of CHPD noting a break in on NE 33rd St and a car prowl on 94th Ave NE. The Town's Flock license plate reader cameras were used to identify the suspected vehicle. The Mayor has asked CHPD to continue regular patrolling of NE 33rd St and run license plate checks on vehicles parked near the entry of Wetherill Nature Preserve.

D. Planning Commission Tree Code Discussion

Mayor Cahill referenced a resident's comment letter that was submitted to the Planning Commission. The Commission's suggestion is to hold off on further tree code discussions until in-person meetings can take place again due to the controversial nature of the subject. The Mayor asked the Council to share their opinions. The Council would like the Planning Commission to continue their discussion and research, however, not make any judicial decisions at this time. Town Planner Mona Green gave a report of the open tree code related items the Planning Commission has been discussing. The Town Arborist will attend the next virtual Planning Commission meeting to provide feedback.

REGULAR BUSINESS:

4. AB 20-25: Mailbox Pagoda Replacement Project

In accordance to the Town's 2020 Pagoda and Maintenance Plan, Engineer Schroeder has determined the needed replacement for the identified three pagodas: P92-05, P92-06, P92-07.

Councilmember Lagerholm mentioned that the contractor who recently rebuild the pagoda on NE 33rd St needed to borrow water and electricity from a home on NE 33rd to complete the project. Engineer Schroeder stated that she will contact the chosen contractor and let them know that the Town Public Works Department can help supply the water.

MOTION: Councilmember Valaas moved to authorize staff to replace the three identified pagodas. Councilmember Lagerholm a seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

5. AB 20-26: Pro-Vac Annual Stormwater Cleaning and CCTV Work

The Town annually has Pro-Vac do a storm system cleaning and camera inspection.

Mayor and Council discussed estimated cost. Council directed the Town Engineer to monitor the project closely so that it does not exceed anticipated cost and expected period of completion.

MOTION: Councilmember Valaas moved to authorize the Town Engineer to contract with Pro-Vac to perform the storm system cleaning and camera inspection. Councilmember Scandella a seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

6. AB 20-27: 92nd Ave NE Sidewalk Replacement – Phase 2

The 92nd Ave NE Pathway Repair Project consists of removing the existing NaturalPave pathway material to extend the colored concrete sidewalk section installed in 2016. The original scope of work included NE 40th Street to NE 41st Street. Phase 2 includes NE 39th Street to NE 40th Street. Engineer Schroeder noted complaints from residents regarding the condition of the old pathway.

Technical specs, safety, and color were discussed with Engineer Schroeder. She and the Mayor will work with the contractor to address the comments and requests from Council.

MOTION: Councilmember Valaas moved to authorize the Mayor to enter into a contract with Iron Creek Construction to remove the existing NaturalPave pathway and replace it with colored concrete. Councilmember Scandella a seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

7. AB 20-28: Noise Ordinance No. 705

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. The Council reviewed a first draft reading at the July Council meeting and offered input to the Town Attorney. This is a second draft reading. Attorney Missall addressed written-in comments and questions from Councilmember Valaas. They discussed the Town's marine patrol provider and the tiers and costs relating to penalties. Other nuisances relating to sound from landscapers and fireworks were considered.

The following amendments were made by the Town's Attorney:

For the record, the changes made in new v.4 (as compared to the prior v.3 in the Council packet) relate only to the new YPMC Chapter 8.06 that is set forth in Section 3 of the Ord., specifically as follows:

8.06.010:

* Begin the first sentence as follows: "The town police department and town marine patrol serve...."

* Begin the third sentence as follows: "The town police chief, marine patrol, and the town enforcement...."

8.06.020:

* Correct the section number to "8.06.020"

* Revise subsection (B)(5) as follows: "The sound from any source, other than a motor vehicle, or watercraft, or commonly-used construction and landscape maintenance tools, operated...."

8.06.030:

* Revise the first sentence of subsection (A) as follows: "... with a penalty of \$100.00 for the first offense, \$200.00 \$300.00 for the second offense, and \$300.00 \$500.00 for the third offense...."

MOTION: Councilmember Valaas moved to adopt Ordinance No. 705 as amended: An Ordinance of the Town of Yarrow Point, Washington Adopting New Chapter 8.06 of the Yarrow Point Municipal Code, Entitled "Public Noise Disturbances", to Establish New Regulations Related to Public Noise Disturbances and Related Matters; Repealing Conflicting Provisions of Yarrow Point Municipal Code Chapter 8.04; Providing for Severability; and Establishing an Effective Date. Councilmember Lagerholm seconded the motion.

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

8. AB 20-29: Parks Commission Request for Funding

The Council read an email from Park Commission Chairman John McGlenn explaining the Park Commission’s requests for funding to be included in the 2021 budget. Mr. McGlenn was on the line to answer questions. He also provided the Council with a memo he wrote to Council addressing recommended improvements on Town property. He discussed anticipated costs for maintaining Morningside Park and the Commission’s discussions around improving a trail system. Mayor Cahill asked Clerk-Treasurer Ritter to report on a King County Parks Levy the Town will be receiving. They discussed projects the Town could use the levy for. The Council discussed making Morningside Park more accessible including the possibility of a boardwalk from Yarrow Bay into Kirkland.

Park Commission Chair McGlenn will prepare a proposal outlining anticipated costs to create a more accessible trail system in Morningside Park. Mayor Cahill stated that he will put placeholders in the 2021 Preliminary Budget that will be discussed in October.

Mayor Cahill thanked Mr. McGlenn for his contributions to the Town for so many years.

9. MAYOR AND COUNCIL REPORTS:

Councilmember Valaas

Councilmember Valaas referenced a tree cut relating to a private construction project that damaged a tree in the Town’s ROW across from Town Hall. He said there was going to be a replacement tree but a new one has not yet been planted. Mayor Cahill responded stating that he will follow up.

Councilmember Scandella

Councilmember Scandella suggests reminding the citizens of Yarrow Point to vote in an upcoming newsletter and where to register.

Councilmember Bush

Councilmember Bush suggests notifying Yarrow Point residents when Clyde Hill offers collection days to dispose of bulk items. Clyde Hill will be offering this to Yarrow Point residents next spring and the Town will notify residents when this event draws closer.

10. ADJOURNMENT:

MOTION: Councilmember Bush moved to adjourn the meeting at 9:28 pm. Councilmember Scandella seconded the motion.

VOTE: 5 For, 0 Against. Motion carried.

APPROVED:

ATTEST:

Dicker Cahill, Mayor

Bonnie Ritter, Clerk-Treasurer

STAFF REPORTS

1. Police Reports for September
2. Fire/EMS Reports: September
3. Commission Minutes
Planning Commission of September 14, 2020



Town of Yarrow Point

ACTIVITY REPORT

	2020 September	2020 August	2020 YTD
CRIMES AGAINST PERSONS			
Assault	0	0	0
Domestic Violence/Disturbance	0	0	4
Harassment	0	0	3
Order violation	0	0	1
Rape/sex offenses	0	0	0
Robbery	0	0	0
Other (<i>APS, CPS, civil, extortion, custodial interference, abuse</i>)	0	0	2
PROPERTY CRIMES			
Burglary	0	0	3
Fraud	0	0	9
MV Prowl	1	5	10
MV Theft	0	0	0
Theft	0	0	5
Other (<i>malicious mischief, arson, prowler, trespass, illegal dumping</i>)	1	1	4
ARRESTS			
Drug/alcohol	0	0	1
Warrants	0	0	1
Other	1	0	6
TRAFFIC ACTIVITY			
Citations	1	1	7
Infractions	1	0	30
Warnings	8	5	66
Traffic accidents	2	0	5
Traffic stops	8	6	72
OTHER			
Alarms	2	0	21
Complaints			
~Animal	0	0	2
~Fireworks	0	1	2
~Noise	2	0	5
~Parking	4	5	37
~Soliciting	0	0	1
Deaths	0	0	1
QA	6	2	24
Drug/alcohol	0	0	0
PUBLIC SERVICES			
Other Public Services (<i>officer on-view, follow up, walk through, community policing, fire assist, contacts, citizen assist, welfare/area check, order service, 911 hang ups</i>)	40	77	320



Town of Yarrow Point
September 2020

2020-2828	09-01-20	9000 BLK E 41 st St	Prowler	Stroble
Officer dispatched to a report of a possible prowler in the area. Officers contacted an intoxicated adult male subject who claimed to be visiting a friend. Upon investigation, it was determined that the subject's friend used to live in the area. No crime. Report for information/documentation purposes.				
2020-2832	09-02-20	3400 BLK 92 nd Ave NE	TA	Humphreys
Officer on-viewed a two vehicle, non-injury collision with minor damage. Citation issued for an illegal U-turn.				
2020-2910	09-09-20	4000 BLK 92 nd Ave NE	DWLS 3rd	Lyon
Officer stopped a vehicle for failing to stop at a stop sign. Upon contact, the driver was unable to produce a driver's license. A records check showed that the driver did not have a valid license. Driver was arrested and cited for failing to stop at a stop sign and driving without a license and released at the scene upon promise to appear. Case forwarded to the Prosecutor's Office.				
2020-3061	09-27-20	9000 BLK NE 36 th St	Fire Assist	Humphreys
Officer dispatched to a report of CPR in progress for an adult male who had overdosed. Officer administered Narcan and continued CPR until fire arrived. Subject transported to the hospital by fire.				



Issued Ticket Report Summary
Yarrow Point
9/1/2020 through 9/30/2020

Citations - Non-Traffic	0	Location
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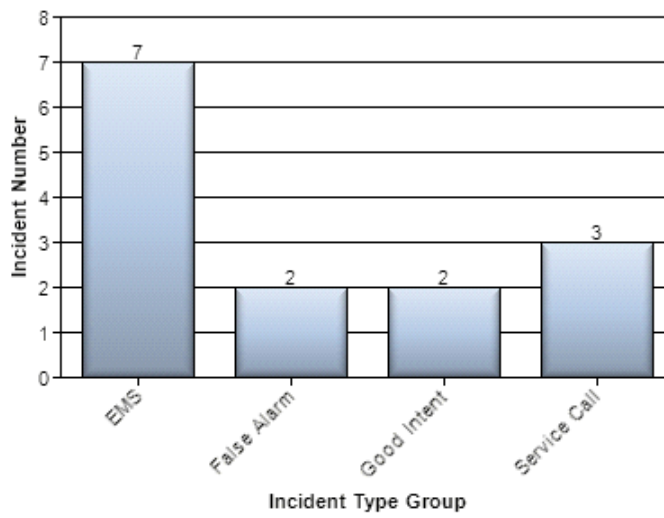
Citations - Traffic	1	Location
MV DWLS 2ND DEGREE	1	4000 BLK 92ND AVE NE

Infractions - Traffic	1	Location
FAIL TO STOP AT INTERSECTION	1	4000 BLK 92ND AVE NE

Infractions - Parking	0	Location
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Incident Date between 2020-09-01 and 2020-09-30
City equal to Yarrow Point

Incident Type Group	Incident Count
EMS	7
False Alarm	2
Good Intent	2
Service Call	3



**TOWN OF YARROW POINT
PLANNING COMMISSION (TELECONFERENCE) MEETING MINUTES
September 14, 2020**

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

CALL TO ORDER:

Carl Hellings Planning Commission Chairman called the meeting to order at 7:01pm

PRESENT:

Chairman:	Carl Hellings
Commissioners:	Trevor Dash Chuck Hirsch Amy Pellegrini Jennifer Whittier
Staff:	Austen Wilcox – Town Deputy Clerk Mona Green – Town Planner
Guests:	Sean Dugan – Tree Solutions Joshua Petter – Tree Solutions Debbie Prudden – Resident

MINUTES:

Minutes of regular meeting July 20, 2020

MOTION: Commissioner Pellegrini moved to approve the minutes of the July 20, 2020 special meeting as presented. Commissioner Hellings seconded the motion.

VOTE: 4 For, 0 Against, 0 Abstain. Motion carried.

(Commissioner Dash joined the meeting at 7:12pm and was not included in the vote for the July minutes.)

APPEARANCES:

Staff noted that there were no written in submissions for the September meeting.

STAFF REPORTS:

Town staff gave a report of the September 8 Council meeting. Town Planner Green noted that Council discussed the Planning Commission's ongoing tree discussion and would like for them to continue their research. Due to the nature of teleconference meetings, the Council wants the Planning Commission to postpone any legislative recommendations to the Council until in-person meetings can happen again but continue their research and discussions.

REGULAR BUSINESS:

PCAB 20-05 Private Property Tree Code – Conversation with Town Arborist

Town Arborist Sean Dugan and his colleague Joshua Petter provided feedback regarding a list of priorities the Planning Commission has been discussing. Mr. Dugan emphasized the importance to have an overall goal for a tree code.

The following topics were discussed:

- Preservation of trees
- Maintaining town character
- Significant trees
- Property rights
- Permit process
- Communication with neighbors
- Mitigation tree replacement types
- Setbacks
- Clear cutting
- Deciduous and coniferous trees
- Permitting process for tree removal

Mr. Dugan noted that it is easier to preserve smaller versus larger trees. He said that mitigation trees should be considered as significant and a part of maintaining the Town's character. When a tree permit is applied for, the Commission discussed the importance of considering the history of a lot.

The Planning Commission discussed with Town Planner Green replacement trees in setback areas. Planner Green will draft some language pertaining to a 1:1 replacement for trees in non-buildable areas for the Planning Commission to review prior to their next regular meeting.

ADJOURNMENT:

MOTION: Commissioner Hirsch moved to adjourn the meeting at 9:01pm. Commissioner Whittier seconded the motion.

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

APPROVED:

ATTEST:

Carl Hellings, Chairman

Austen Wilcox, Deputy Clerk

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

Agenda Bill 20-30
October 13, 2020

2021 Property Tax Levy	Proposed Council Action: Hold Public Hearing Adopt Ordinance No. 706
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Presented by:	Mayor Cahill
Exhibits:	Ordinance No. 706

Summary:

Property Tax Levy

The setting of the property tax levy is routine:

- The levy is limited to 1% on existing property plus an amount related to new construction.
- Property tax levies are set by ordinance and filed with the County.
- If the estimated levy request is higher than the finally determined allowable rate the assessor will reduce the levy to the appropriate rate.

Here is the preliminary levy limit worksheet information as provided by the County on 10/8/2020.

620,922	Levy basis for calculation (2020 Limit Factor)
X 1.01	x Limit Factor
627,131	= Levy
14,222,972	Local new construction
0.42102	x Last Year's regular levy rate
5,988	= New construction levy
633,119	Total Limit Factor Levy

Recommended Action:

1. Hold Public Hearing
2. Adopt Ordinance No. 706: An Ordinance of the Town of Yarrow Point, Washington Increasing the Town of Yarrow Point's Regular Levy from the Previous Year, Commencing January 1, 2021 on All Property; and Establishing an Effective Date.

**TOWN OF YARROW POINT
ORDINANCE NO. 706**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON
INCREASING THE TOWN OF YARROW POINT'S REGULAR LEVY FROM THE
PREVIOUS YEAR, COMMENCING JANUARY 1, 2021 ON ALL PROPERTY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Town Council attests that the population of the Town of Yarrow Point is less than ten thousand; and

WHEREAS, the Town Council has properly given notice of, and has held a public hearing on October 13, 2020 to consider the Town's proposed 2021 property tax levy, pursuant to RCW 84.55.120; and

WHEREAS, the Town Council, after hearing and duly considering all relevant evidence and testimony presented, has determined that the Town of Yarrow Point requires an increase in property tax revenue from the previous year, in addition to the increase resulting from the addition of new construction and improvements to property and an increase in the value of state-assessed property, in order to discharge the expected expenses and obligations of the Town of Yarrow Point and in its best interest;

**NOW, THEREFORE BE IT ORDAINED, BY THE COUNCIL OF THE TOWN OF
YARROW POINT, WASHINGTON:**

SECTION 1. That an increase in the regular property tax levy (excluding and in addition to the increases resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, or any refunds) is hereby authorized for the 2021 levy in the amount of \$633,119 which is a 1% increase (\$6,209) from the previous year (\$620,922 x 1.01 limit factor = \$627,131), plus the existing levy on new construction in the amount of \$5,988.

SECTION 2. There is hereby appropriated and fixed to be raised by general property taxes the following dollar amount, which is estimated to be received in 2020 as revenue from property carried on the tax rolls:

REGULAR LEVY	\$ 633,119
EXCESS (voter approved) LEVY	\$ <u>0</u>
TOTAL LEVY	\$ <u>633,119</u>

SECTION 3. The Clerk-Treasurer of the Town is directed to certify the dollar amount to be raised on real and personal property and to transmit the certification of same by certified mail to both the Metropolitan King County Council and the King County Assessor immediately upon passage.

SECTION 4. In the event that any section, sentence or clause of the ordinance shall be held unconstitutional, such unconstitutionality shall not be deemed to affect any other section, sentence or clause of the ordinance. This Ordinance may be likewise amended to reflect any additional amounts as may be due and assessable, in accordance with any subsequent certification by the Auditor, and such amendment shall be deemed as if part of this original enactment.

SECTION 5. This Ordinance shall be in full force and effect five days after its passage and publication as provided by law.

PASSED AND APPROVED by the Council of the Town of Yarrow Point at a regularly scheduled meeting this 13th day of October, 2020.

APPROVED

Dicker Cahill, Mayor

ATTEST: Bonnie Ritter, Clerk-Treasurer

APPROVED AS TO FORM

Scott M. Missall, Town Attorney

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

Agenda Bill 20-31
October 13, 2020

Public Hearing on 2021 Preliminary Budget	Proposed Council Action: Hear comments and discuss
Presented by:	Mayor Cahill
Exhibits:	2021 Preliminary Budget

Summary:

A public hearing is required to give citizens an opportunity to be heard with reference to the 2021 preliminary budget. Discussion and suggestions for amendments to this preliminary budget will also be heard from Council.

Recommended Action:

No action required as another public hearing and the ordinance to adopt the 2021 Final Budget will be presented at the November meeting.

PROPOSED 2021 BUDGET

Account Number	Account Title	2019 Budget	2019 Year Actual	2020 Budget	2020 through August	Percentage of Budget	Proposed 2021 Budget	Comments
GENERAL FUND #001								
001-3088000	BEGINNING FUND BALANCE		\$ 1,293,578	\$ 1,476,728				
REVENUES								
001-311-10-00	PROPERTY TAX	\$ 609,708	\$ 609,785	\$ 620,000	\$ 334,166	53.9%	\$ 625,000	
001-311-11-00	KING COUNTY PARKS LEVY	\$ 7,500	\$ 8,483	\$ 7,500	\$ 26,971	359.6%	\$ 30,000	New levy 2020-2025 - \$25,000 min.+pop & AV calculation
001-313-11-00	LOCAL SALES AND USE TAX	\$ 210,000	\$ 265,542	\$ 210,000	\$ 175,866	83.7%	\$ 265,000	Monthly
001-313-71-00	LOCAL CRIMINAL JUSTICE	\$ 25,000	\$ 33,429	\$ 30,000	\$ 19,459	64.9%	\$ 30,000	Monthly
001-316-41-00	PRIVATE UTILITY TAX - ELECTRIC	\$ 58,000	\$ 54,580	\$ 58,000	\$ 41,700	71.9%	\$ 50,000	Quarterly
001-316-43-00	PRIVATE UTILITY TAX - NATL GAS	\$ 38,000	\$ 31,350	\$ 38,000	\$ 32,068	84.4%	\$ 40,000	Quarterly
001-316-45-00	PRIVATE UTILITY TAX - GARBAGE	\$ 11,500	\$ 12,778	\$ 12,000	\$ 6,556	54.6%	\$ 10,000	Quarterly
001-321-91-00	FRANCHISE FEE - CATV	\$ 20,000	\$ 22,776	\$ 22,000	\$ 17,690	80.4%	\$ 25,000	Quarterly
001-316-47-00	PRIVATE UTILITY TAX - TELEPHONE AND CATV	\$ 55,000	\$ 47,817	\$ 50,000	\$ 36,304	72.6%	\$ 50,000	Monthly
001-321-91-00	FRANCHISE FEE - SEWER & WATER	\$ 24,000	\$ 45,722	\$ 45,000	\$ 33,216	73.8%	\$ 45,000	Quarterly
001-322-30-00	KC PET LICENSE REBATES	\$ 100	\$ 135	\$ 100	\$ 45	45.0%	\$ 100	
001-336-06-21	MVET - CRIM JUSTICE - POPULATION	\$ 750	\$ 1,000	\$ 1,000	\$ 750	75.0%	\$ 1,000	
001-336-06-25	MVET - CRIM JUSTICE - DCD #4	\$ 750	\$ 1,968	\$ 1,000	\$ 1,487	148.7%	\$ 1,000	
001-336-06-26	CRIM JUSTICE - SPECIAL PROGRAMS	\$ 750	\$ 1,149	\$ 1,000	\$ 866	86.6%	\$ 1,000	
001-336-06-42	MARIJUANA EXCISE TAX	\$ 2,000	\$ 1,238	\$ 500	\$ 595	119.0%	\$ 1,000	
001-336-06-51	MVET - CRIM JUSTICE - DUI	\$ 100	\$ 148	\$ 100	\$ 110	110.0%	\$ 100	
001-336-06-94	LIQUOR EXCISE TAX	\$ 5,000	\$ 5,823	\$ 5,000	\$ 3,346	66.9%	\$ 5,000	Quarterly
001-336-06-95	LIQUOR BOARD PROFITS	\$ 6,750	\$ 8,682	\$ 8,000	\$ 5,554	69.4%	\$ 8,000	Quarterly
001-353-10-00	LOCAL INFRACTION REFUND	\$ 2,000	\$ 3,107	\$ 3,000	\$ -	0.0%	\$ 1,000	
001-361-10-00	INVESTMENT INTEREST	\$ 18,000	\$ 31,417	\$ 20,000	\$ 7,874	39.4%	\$ 5,000	Monthly
001-361-40-00	SALES INTEREST	\$ 300	\$ 497	\$ 500	\$ 288	57.6%	\$ 500	
001-362-00-00	SITE LEASE	\$ 70,000	\$ 66,428	\$ 75,000	\$ 67,542	90.1%	\$ 70,000	Yearly (AT&T and Verizon)
001-369-91-00	OTHER MISCELLANEOUS INCOME	\$ -	\$ 17,540	\$ -	\$ 362		\$ -	
001-398-10-00	INSURANCE RECOVERIES	\$ -	\$ -	\$ -	\$ 2,420		\$ -	
001-397-00-00	OPERATING TRANSFERS - IN	\$ -	\$ -	\$ -	\$ -		\$ -	
	Total Revenues	\$ 1,165,208	\$ 1,271,394	\$ 1,207,700	\$ 815,235	67.5%	\$ 1,263,700	
EXPENDITURES								
001-513-10-10	STIPEND - MAYOR	\$ 33,000	\$ 33,000	\$ 33,000	\$ 22,000	66.7%	\$ 33,000	
001-513-10-21	PAYROLL TAXES - MAYOR	\$ 3,045	\$ 3,439	\$ 3,500	\$ 2,109	60.3%	\$ 3,200	
001-518-10-43	MEETINGS, TRAVEL AND PER DIEM	\$ 5,000	\$ 2,555	\$ 5,000	\$ 735	14.7%	\$ 5,000	
001-518-10-44	EMPLOYEE TRAINING	\$ 10,000	\$ 2,038	\$ 5,000	\$ 885	17.7%	\$ 5,000	
001-518-30-46	INSURANCE AND BONDS	\$ 21,006	\$ 15,994	\$ 17,500	\$ 15,988	91.4%	\$ 18,010	
001-513-20-41	ADVISORY SERVICES	\$ 5,000	\$ 62	\$ -	\$ -		\$ -	
001-518-50-30	OFFICE SUPPLIES	\$ 5,000	\$ 5,589	\$ 7,000	\$ 1,995	28.5%	\$ 5,000	
001-518-30-31	OFFICE EQUIPMENT (WAS WITH IT)	\$ -	\$ -	\$ 5,000	\$ 3,086	61.7%	\$ 5,000	
001-518-80-40	IT SUPPORT AND MAINTENANCE	\$ 20,000	\$ 24,217	\$ 15,000	\$ 19,746	131.6%	\$ 20,000	
001-511-30-41	PUBLICATIONS (ORD, NOTICES)	\$ -	\$ -	\$ 500	\$ 555	111.0%	\$ 1,000	
001-518-70-44	PRINTING SERVICES	\$ 10,000	\$ 9,795	\$ 9,500	\$ 2,646	27.9%	\$ 5,000	
001-518-10-45	TRAINING	\$ 1,000	\$ 383	\$ -	\$ 250		\$ -	
001-518-30-30	TOWN MAINT - SUPPLIES	\$ 5,000	\$ -	\$ 5,000	\$ -	0.0%	\$ 2,500	
001-518-40-47	TOWN UTILITIES	\$ 15,000	\$ 15,439	\$ 16,000	\$ 8,468	52.9%	\$ 15,000	cells, PSE, Comcast, Crystal, security
001-518-30-48	TOWN FACILITIES MAINTENANCE	\$ 1,000	\$ 7,294	\$ 10,000	\$ 3,079	30.8%	\$ 10,000	'20-paint town hall
001-525-60-40	EMERGENCY PREPAREDNESS	\$ 5,000	\$ -	\$ 1,000	\$ -	0.0%	\$ 1,000	
001-514-40-40	ELECTION SERVICES	\$ 5,000	\$ 3,359	\$ 5,000	\$ 2,277	45.5%	\$ 2,500	
001-515-91-41	PUBLIC DEFENDER - MUNI & DIST	\$ 3,000	\$ 2,600	\$ 3,500	\$ 750	21.4%	\$ 3,000	contract for \$250/month
001-512-50-41	COURT COSTS - MUNI & DIST	\$ 2,500	\$ 1,207	\$ 1,000	\$ 786	78.6%	\$ 3,000	
001-514-20-10	SALARY	\$ 106,640	\$ 92,048	\$ 96,800	\$ 63,965	66.1%	\$ 98,500	25% of AW; 80% of BR; 10% IL
001-514-20-21	SOC.SEC/MEDI/SUTA/WORK COMP	\$ 9,724	\$ 9,247	\$ 8,300	\$ 5,846	70.4%	\$ 12,150	
001-514-20-22	BENEFITS	\$ 25,692	\$ 11,880	\$ 11,600	\$ 7,695	66.3%	\$ 13,000	

001-514-20-23	RETIREMENT	\$ 12,293	\$ 11,776	\$ 12,500	\$ 8,251	66.0%	\$ 13,000	
001-514-20-24	DEFERRED COMPENSATION	\$ -	\$ -	\$ -	\$ -			
001-514-20-41	ACCOUNTING & AUDIT SERVICES	\$ 25,000	\$ 30,891	\$ 10,000	\$ 3,877	38.8%	\$ 25,000	
001-518-80-31	RECORDS MANAGEMENT	\$ 3,000	\$ 7	\$ 6,000	\$ 791	13.2%	\$ 7,000	Laserfiche Doc Mgmt System
001-515-41-41	LEGAL SERVICES	\$ 75,000	\$ 66,599	\$ 75,000	\$ 26,743	35.7%	\$ 60,000	
001-518-90-30	MISCELLANEOUS	\$ 1,000	\$ 614	\$ 1,000	\$ 320	32.0%	\$ 1,000	
001-518-10-40	MISC PROFESSIONAL SERVICES	\$ 1,000	\$ 415				\$ -	
001-511-60-41	DUES AND FEES	\$ 3,600	\$ 2,316	\$ 5,000	\$ 2,168	43.4%	\$ 5,000	
001-521-20-40	POLICE OPERATIONS	\$ 451,896	\$ 435,896	\$ 430,000	\$ 317,969	73.9%	\$ 447,536	
001-521-30-41	CRIMINAL JUSTICE	\$ 20,000	\$ 10,223	\$ 20,000	\$ 14,798	74.0%	\$ 20,000	
001-521-20-45	SHERIFF - MARINE POLICING SERV.	\$ 16,500	\$ 14,721	\$ 20,000	\$ 14,340	71.7%	\$ 20,000	
001-521-30-45	CRIM JUSTICE - OTHER CTED PROG	\$ 1,000	\$ -	\$ 1,000	\$ -	0.0%	\$ 1,000	
001-522-10-44	FIRE PROTECTION - LEOFF	\$ -	\$ -				\$ 25,000	paid \$50,000 in 2018, so didn't budget for 2019 and 2020
001-522-20-40	FIRE SUPPRESSION	\$ 255,000	\$ 252,397	\$ 250,000	\$ 122,195	48.9%	\$ 245,245	
001-523-60-41	JAIL SERVICES	\$ 1,000	\$ -	\$ 1,000	\$ -	0.0%	\$ -	
001-553-70-40	POLLUTION CONTROL	\$ 6,000	\$ 3,968	\$ 4,000	\$ 4,035	100.9%	\$ 6,000	
001-566-00-40	ALCOHOL REHABILITATION	\$ 500	\$ 222	\$ 500	\$ 145	29.0%	\$ 500	
001-573-90-31	COMMUNITY PROGRAMS	\$ 10,000	\$ 13,053	\$ 5,000	\$ 975	19.5%	\$ 5,000	
001-551-00-49	ARCH CONTRIBUTION	\$ -	\$ -	\$ 2,500	\$ 12,402	496.1%	\$ 10,000	Council noted would like yearly contribution of 10,000
001-576-80-31	OPEN SPACES	\$ -	\$ -	\$ 10,000	\$ 6,118	61.2%	\$ 10,000	
001-576-90-41	WETHERILL DONATION	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	0.0%	\$ 5,000	
001-597-00-00	OPERATING TRANSFERS - OUT		\$ -				\$ -	
		\$ 1,179,396	\$ 1,088,244	\$ 1,117,700	\$ 697,988	62.4%	\$ 1,167,141	
001-5088000	PROJECTED ENDING FUND BALANCE		\$ 1,476,728	\$ 1,566,728				
WETHERILL NATURE PRESERVE FUND #023								
023-3088000	BEGINNING BALANCE		\$ 84,517	\$ 41,177				
REVENUES								
023-337-00-00	PUBLIC DONATIONS - WNP	\$ 11,000	\$ 11,100	\$ 11,000	\$ -		\$ 11,000	
023-367-00-00	PRIVATE DONATIONS - WETHERILL	\$ 8,000	\$ 15,547	\$ 8,000	\$ 4,897	61.2%	\$ 8,000	
023-337-00-10	PUBLIC DONATIONS - PROJECT	\$ -	\$ -	\$ -				
023-367-00-10	PRIVATE DONATIONS - PROJECTS	\$ 25,000	\$ -	\$ 25,000	\$ -	0.0%	\$ 25,000	
023-397-00-00	TRANSFERS IN			\$ 800		0.0%	\$ 400	interest from 701 Endowment fund
023-361-10-00	INVESTMENT INTEREST	\$ 400	\$ 1,080	\$ 800	\$ 225	28.1%	\$ 450	
	Total Revenues	\$ 44,400	\$ 27,727	\$ 45,600	\$ 5,122	11.2%	\$ 44,850	
EXPENDITURES								
023-576-90-10	SALARY - PW	\$ 2,000	\$ 200	\$ 1,000			\$ 1,000	20 hours of Istvan
023-576-90-31	SUPPLIES	\$ 2,000	\$ -	\$ 2,000			\$ 2,000	tools, mailing newsletter, etc.
023-576-90-40	MISCELLANEOUS MAINT.	\$ 20,000	\$ 20,277	\$ 18,000	\$ 5,297	29.4%	\$ 18,000	Earthcorps, services, construction
023-576-90-41	PROFESSIONAL SERVICES	\$ -	\$ -	\$ -				
023-576-90-50	PROJECT EXPENSES	\$ 25,000	\$ -	\$ 25,000		0.0%	\$ 25,000	
023-597-00-00	TRANSFERS OUT	\$ 50,900	\$ 50,590	\$ -				
	Total Expenditures	\$ 99,900	\$ 71,067	\$ 46,000	\$ 5,297	11.5%	\$ 46,000	
023-5088000	PROJECTED ENDING FUND BALANCE		\$ 41,177	\$ 40,777				
STREET FUND #101								
101-3088000	BEGINNING BALANCE		\$ 455,483	\$ 471,971				
REVENUES								
101-322-40-00	HEAVY VEHICLE FEE	\$ 90,000	\$ 74,179	\$ 90,000	\$ 49,343	54.8%	\$ 50,000	
101-397-00-41	OPERATING TRANSFERS IN			\$ 20,000	\$ 20,000	100.0%	\$ -	
101-397-00-42	OPERATING TRANSFERS IN							
101-336-00-71	MULTIMODAL TRANS. CTY	\$ 2,000	\$ 1,474	\$ 2,414	\$ 709	29.4%	\$ 1,000	
101-336-00-87	STREET FUEL TAX	\$ 20,000	\$ 22,453	\$ 20,000	\$ 11,970	59.9%	\$ 15,000	
101-395-20-00	INSURANCE/DAMAGE CLAIMS	\$ -	\$ -	\$ -	\$ -		\$ -	
101-361-10-00	INVESTMENT INTEREST	\$ -	\$ 9,118	\$ 5,000	\$ 2,519	50.4%	\$ 2,000	

101-382-10-00	STREET DAMAGE DEPOSIT	\$ 30,000	\$ 84,501	\$ 30,000	\$ 26,250	87.5%	\$ 30,000	
101-398-10-00	INSURANCE RECOVERIES			0	\$ 200		0	
	Total Revenues	\$ 142,000	\$ 191,725	\$ 167,414	\$ 110,991	66.3%	\$ 98,000	
EXPENDITURES								
101-542-30-48	STREET MAINTENANCE	\$ 24,000	\$ 519	\$ 20,000	\$ 24,743	123.7%	\$ 40,000	25,000 misc. plus 15,000 for pagodas
101-542-40-48	STORM DRAIN MAINTENANCE	\$ -	\$ -	\$ -	\$ -		\$ -	
101-542-63-47	STREET LIGHTS	\$ 6,000	\$ 9,124	\$ 7,500	\$ 5,547	74.0%	\$ 8,500	
101-542-64-48	TRAFFIC CONTROL DEVICES	\$ 8,000	\$ 383	\$ -	\$ 128		\$ 1,000	
101-542-67-41	STREET CLEANING	\$ 4,000	\$ 3,720	\$ 3,600	\$ 2,223	61.8%	\$ 3,600	
101-543-30-10	SALARY - PUBLIC WORKS DEPT	\$ 61,041	\$ 54,852	\$ 50,400	\$ 34,269	68.0%	\$ 50,100	70% of Istvan
101-543-30-21	PAYROLL TAXES - PW	\$ 9,466	\$ 7,200	\$ 5,590	\$ 4,003	71.6%	\$ 5,800	
101-543-30-22	BENEFITS - PW	\$ 12,045	\$ 7,611	\$ 6,961	\$ 4,744	68.2%	\$ 7,280	
101-543-30-23	RETIREMENT - PW	\$ 7,949	\$ 7,046	\$ 6,485	\$ 4,407	68.0%	\$ 6,750	
101-542-70-31	ROW MAINT - SUPPLIES	\$ 2,000	\$ 4,265	\$ 5,000	\$ 4,192	83.8%	\$ 7,500	
101-542-70-32	ROW MAINT - FUEL	\$ -	\$ 1,097	\$ 1,500	\$ 727	48.5%	\$ 1,000	
101-542-70-35	ROW MAINT - EQUIPMENT	\$ 1,500	\$ 5,632	\$ 3,000	\$ 207	6.9%	\$ 1,500	
101-542-70-41	ROW MAINT - CONTRACT SVCS	\$ -	\$ 1,158	\$ -	\$ 10,484		\$ 10,000	
101-544-20-41	ENGINEERING SERVICES - GENERAL	\$ 1,000	\$ -	\$ -	\$ -		\$ -	
101-595-30-63	STREET CONSTRUCTION	\$ 90,000	\$ 23,621	\$ 220,000	\$ 17,750	8.1%	\$ 245,000	220,000-Repave 91st and 42nd; 25,000 sidewalks
101-595-62-63	COMMUNITY PARKS AND TRAILS	\$ -	\$ -	\$ -	\$ -		\$ -	
101-582-10-00	STREET DEPOSIT REFUNDS	\$ 60,000	\$ 49,010	\$ 10,000	\$ 7,500	75.0%	\$ 30,000	
	Total Expenditures	\$ 287,001	\$ 175,237	\$ 340,036	\$ 120,924	35.6%	\$ 418,030	
101-5088000	PROJECTED ENDING FUND BALANCE		\$ 471,971	\$ 299,349				

COMMUNITY DEVELOPMENT FUND #104							
104-3088000	BEGINNING BALANCE		\$ 612,203	\$ 357,942			
REVENUES							
104-322-10-00	BUILDING PERMIT FEES	\$ 100,000	\$ 120,450	\$ 100,000	\$ 60,301	60.3%	\$ 90,000
104-322-11-00	MECHANICAL PERMIT FEES	\$ 9,000	\$ 20,325	\$ 18,000	\$ 6,328	35.2%	\$ 12,000
104-322-12-00	DEMOLITION FEES	\$ 2,000	\$ 2,193	\$ 2,000	\$ 1,875	93.8%	\$ 3,000
104-322-13-00	SUBSTANTIAL DEVELOPMENT FEES	\$ 1,500	\$ 2,500	\$ -	\$ 4,500		\$ 4,500
104-322-14-00	RIGHT OF WAY PERMIT	\$ 10,000	\$ 3,505	\$ 3,000	\$ 5,708	190.3%	\$ 10,000
104-322-17-00	PRE APPLICATION CONFERENCE	\$ 10,000	\$ 14,850	\$ 12,000	\$ 15,000	125.0%	\$ 20,000
104-322-18-00	ENCROACHMENT AGREEMENT	\$ 3,500	\$ -	\$ -	\$ 1,875		\$ 3,500
104-345-89-000	SEPA PERMIT	\$ 6,000	\$ 10,010	\$ 7,500	\$ 5,010	66.8%	\$ 7,500
104-322-16-00	SITE DEVELOPMENT FEES	\$ 8,000	\$ 9,645	\$ 10,000	\$ 7,172	71.7%	\$ 10,000
104-322-40-00	HEAVY VEHICLE FEE	\$ -	\$ -	\$ -	\$ -		\$ -
104-322-10-12	FENCE PERMIT FEE	\$ 300	\$ 625	\$ 500	\$ 750	150.0%	\$ 1,000
104-322-10-13	ROOFING PERMIT FEE	\$ -	\$ 300	\$ 500	\$ -	0.0%	\$ 500
104-345-81-00	ZONING/SUBDIVISION FEES	\$ -	\$ 1,250	\$ 500	\$ -	0.0%	\$ 1,000
104-345-83-00	PLAN CHECKING FEES	\$ 40,000	\$ 44,202	\$ 40,000	\$ 33,572	83.9%	\$ 40,000
104-345-89-40	OTHER DEVELOPMENT FEES	\$ 138	\$ 850	\$ -	\$ 545		\$ 1,000
104-322-10-31	SHORELINE EXEMPTION	\$ 750	\$ 2,188	\$ 1,000	\$ 938	93.8%	\$ 1,500
104-345-81-10	VARIANCE FEE	\$ 6,000	\$ 12,676	\$ 2,500	\$ 5,858	234.3%	\$ 5,000
104-334-03-10	WA STATE GRANTS	\$ -	\$ 1,823	\$ -	\$ -		\$ -
104-361-10-00	INVESTMENT INTEREST	\$ 2,680	\$ 11,805	\$ 7,500	\$ 1,973	26.3%	\$ 1,000
	HEARING EXAMINER						\$ 10,000
	Total Revenues	\$ 199,868	\$ 259,197	\$ 205,000	\$ 151,405	73.9%	\$ 221,500
EXPENDITURES							
104-558-50-31	SUPPLIES	\$ 500	\$ -	\$ -			
104-558-60-42	PROFESSIONAL SERVICES - SMP	\$ -	\$ 878	\$ -			
104-518-10-10	SALARY - CLERK	\$ 58,009	\$ 55,848	\$ 61,000	\$ 40,003	65.6%	\$ 61,500 75% of AW; 20% of BR
104-518-10-21	PAYROLL TAXES - CLERK	\$ 5,231	\$ 6,174	\$ 5,200	\$ 3,572	68.7%	\$ 5,500
104-518-10-22	BENEFITS - CLERK	\$ 13,844	\$ 9,270	\$ 9,550	\$ 6,260	65.5%	\$ 9,850
104-518-10-23	RETIREMENT - CLERK	\$ 6,697	\$ 7,149	\$ 7,900	\$ 5,144	65.1%	\$ 7,975
104-558-50-40	SITE DEVELOPMENT	\$ 1,500	\$ 9,348	\$ 7,500	\$ 2,004	26.7%	\$ 9,000
104-558-50-43	FENCE PERMIT	\$ 100	\$ 284	\$ 500	\$ 286	57.2%	\$ 900
104-558-50-44	SEPA	\$ 10,000	\$ 3,698	\$ 4,000	\$ 1,721	43.0%	\$ 6,800
104-558-50-48	SHORELINE EXEMPTION	\$ -	\$ 2,295	\$ 1,500	\$ 574	38.3%	\$ 1,200
104-558-50-49	SHORELINE SUBS DEVELOPMENT	\$ -	\$ 1,856	\$ -	\$ 2,606		\$ 2,500
104-558-50-41	BUILDING PERMITS	\$ 50,000	\$ 35,167	\$ 40,000	\$ 12,956	32.4%	\$ 40,000
104-558-50-42	MECHANICAL PERMITS	\$ 3,685	\$ 11,026	\$ 10,000	\$ 3,397	34.0%	\$ 10,000
104-558-50-45	DEMOLITION PERMITS	\$ 2,000	\$ 129	\$ 2,000	\$ 160	8.0%	\$ 2,000
104-558-50-46	SUBSTANTIAL DEVELOPMENT	\$ 500	\$ -	\$ -	\$ -		\$ 3,000
104-558-50-47	RIGHT OF WAY	\$ 3,988	\$ 3,063	\$ 4,000	\$ 2,829	70.7%	\$ 7,000
104-558-60-48	ZONING/SUBDIVISION	\$ 891	\$ 2,538	\$ 1,000	\$ 6,009	600.9%	\$ 10,000
104-558-60-49	PRE-APPLICATION MEETINGS	\$ 6,032	\$ 4,955	\$ 5,000	\$ 3,788	75.8%	\$ 7,500
104-558-60-43	OTHER DEVELOPMENT	\$ 60,000	\$ 35,510	\$ 40,000	\$ 18,818	47.0%	\$ 30,000
104-558-60-44	SPECIAL USE PERMIT	\$ 1,000	\$ -	\$ -	\$ -		\$ -
104-558-60-45	PROFESSIONAL CVCS - HRG. EXAM	\$ 7,500	\$ 3,975	\$ -	\$ 7,443		\$ 10,000
104-558-60-46	PLAN CHECKING	\$ 18,524	\$ 28,352	\$ 30,000	\$ 13,797	46.0%	\$ 20,000
104-594-76-63	COMMUNITY PROJECTS CONSTRUCTION	\$ 260,000	\$ 269,036	\$ -	\$ 8,567		\$ -
104-594-76-64	OPEN SPACES PROJECTS CONSTRUCTION	\$ -	\$ 1,709	\$ 5,000	\$ 1,063	21.3%	\$ 10,000
104-595-70-63	ROADSIDE LANDSCAPING PROJECTS	\$ -	\$ -	\$ -	\$ -		\$ -
104-595-30-60	ROADWAY RESTORATION	\$ -	\$ -	\$ -	\$ -		\$ -
104-543-30-10	INTERNS (SUMMER HELP)	\$ 15,000	\$ 5,220	\$ 7,500	\$ 5,048	67.3%	\$ 6,000
104-543-30-21	INTERNS PAYROLL TAXES			\$ -	\$ 786		\$ 960
104-576-80-40	MORNINGSIDE MAINTENANCE	\$ 10,000	\$ 15,979	\$ 10,000	\$ 2,090	20.9%	\$ 10,000
	Total Expenditures	\$ 535,000	\$ 513,459	\$ 251,650	\$ 148,921	59.2%	\$ 271,685

104-5088000	PROJECTED ENDING FUND BALANCE		\$ 357,942	\$ 311,292					
BOND REDEMPTION FUND #211									
211-3088000	BEGINNING BALANCE		\$ 17,650	\$ 22,700					
REVENUES									
211-361-10-00	INVESTMENT INTEREST		\$ 657	\$ -	\$ 311		\$ 400		
211-397-00-83	OPERATING TRANSFERS - IN	\$ 90,000	\$ 90,000	\$ 80,000	\$ 80,000	100.0%	\$ 80,000		
	Total Revenues	\$ 90,000	\$ 90,657	\$ 80,000	\$ 80,311	100.4%	\$ 80,400		
EXPENDITURES									
211-591-95-70	DEBT REDEMPTION - GO BOND - 92ND	\$ 69,324	\$ 72,771	\$ 75,177	\$ 37,332	49.7%			
211-592-95-80	INTEREST/DEBT SVC - GO BOND 92ND	\$ 16,284	\$ 12,836	\$ 10,430	\$ 5,471	52.5%			
	Total Expenditures	\$ 85,608	\$ 85,607	\$ 85,607	\$ 42,803	50.0%	\$ 85,607		
211-5088000	PROJECTED ENDING FUND BALANCE		\$ 22,700	\$ 17,093					
CAPITAL IMPROVEMENT FUND #301 - reserved									
301-3081000	BEGINNING BALANCE		\$ 428,147	\$ 709,402					
REVENUES									
301-318-34-00	REET 1 - FIRST QTR PERCENT	\$ 198,000	\$ 313,954	\$ 200,000	\$ 157,929	79.0%	\$ 200,000		
301-361-10-00	INVESTMENT INTEREST	\$ 2,000	\$ 12,301	\$ 8,000	\$ 2,647	33.1%	\$ 1,000		
	Total Revenues	\$ 200,000	\$ 326,255	\$ 208,000	\$ 160,576	77.2%	\$ 201,000		
EXPENDITURES									
301-597-00-41	OPERATING TRANSFERS - OUT		\$ -						
301-597-00-83	OPERATING TRANSFER LOAN REDEMPT.	\$ 45,000	\$ 45,000	\$ 40,000	\$ 40,000	100.0%	\$ 40,000	to 211	
301-597-00-00	OPERATING TRANSFERS - OUT	\$ -	\$ -	\$ 460,000	\$ 460,000	100.0%	\$ 75,000	25,000 to 311; 50,000 to 401	
	Total Expenditures	\$ 45,000	\$ 45,000	\$ 500,000	\$ 500,000	100.0%	\$ 115,000		
301-5081000	PROJECTED ENDING FUND BALANCE		\$ 709,402	\$ 417,402					

CAPITAL IMPROVEMENT IV FUND #304 - reserved							
304-3081000	BEGINNING BALANCE		\$ 399,857	\$ 680,456			
REVENUES							
304-318-35-00	REET 2 - SECOND QTR PERCENT	\$ 198,000	\$ 313,954	\$ 200,000	\$ 157,929	79.0%	\$ 200,000
304-361-00-00	INVESTMENT INTEREST	\$ 2,000	\$ 11,645	\$ 8,000	\$ 2,491	31.1%	\$ 1,000
	Total Revenues	\$ 200,000	\$ 325,599	\$ 208,000	\$ 160,420	77.1%	\$ 201,000
EXPENDITURES							
304-597-00-41	OPERATING TRANSFERS - OUT		\$ -				
304-597-00-83	OPERATING TRANSFER LOAN REDEMPT	\$ 45,000	\$ 45,000	\$ 40,000	\$ 40,000	100.0%	\$ 40,000 to 211
304-597-00-00	OPERATING TRANSFERS - OUT	\$ -	\$ -	\$ 460,000	\$ 460,000	100.0%	\$ 75,000 25,000 to 311; 50,000 to 401
	Total Expenditures	\$ 45,000	\$ 45,000	\$ 500,000	\$ 500,000	100.0%	\$ 115,000
304-5081000	PROJECTED ENDING FUND BALANCE		\$ 680,456	\$ 388,456			
CURRENT YEAR CAPITAL FUND 311							
311-3088000	BEGINNING BALANCE		\$ 168,451	\$ 163,003			
REVENUES							
311-361-10-00	INVESTMENT INTEREST			0	1,984		100
311-337-20-20	KING CTY FLOOD CONTROL REIMBURSE	\$ -	\$ -				
311-397-00-00	OPERATING TRANSFERS - IN	\$ -	\$ -	\$ 400,000	\$ 400,000	100.0%	\$ 50,000 25,000 from 301 and 5,000 from 304
	Total Revenues	\$ -	\$ -	\$ 400,000	\$ 401,984	100.5%	\$ 50,100
EXPENDITURES							
311-595-10-41	PROFESSIONAL SERVICES - ENGINEERING	\$ 40,000	\$ 5,448	\$ -	\$ 10,220		\$ -
311-595-30-63	CONSTRUCTION	\$ -	\$ -	\$ 475,000	\$ -	0.0%	\$ 600,000 Undergrounding
311-595-70-63	ROADSIDE LANDSCAPING	\$ -	\$ -				
	Total Expenditures	\$ 40,000	\$ 5,448	\$ 475,000	\$ 10,220	2.2%	\$ 600,000
311-5088000	PROJECTED ENDING FUND BALANCE		\$ 163,003	\$ 88,003			
STORMWATER FUND #401							
401-3088000	BEGINNING BALANCE		\$ 211,693	\$ 189,086			
REVENUES							
401-343-10-00	STORMWATER SYSTEM MAINTENANCE	\$ 25,249	\$ 25,248	\$ 25,248	\$ 13,671	54.1%	\$ 25,248
401-343-10-10	STORMWATER RESERVE FOR CAPITAL	\$ 41,090	\$ 41,090	\$ 41,090	\$ 36,728	89.4%	\$ 41,090
401-361-10-00	INVESTMENT INTEREST	\$ 1,000	\$ 4,768	\$ 2,000	\$ 2,392	119.6%	\$ 2,000
401-337-00-70	GRANT KC	\$ 13,000	\$ 10,000	\$ 10,000	\$ -	0.0%	\$ -
401-337-00-71	GRANT ('19 FOR STORM DRAINS)	\$ 40,000	\$ 33,161				\$ -
401-397-00-00	TRANSFER IN			\$ 500,000	\$ 500,000	100.0%	\$ 100,000 50,000 from 301 and 50,000 from 304
	Total Revenues	\$ 120,339	\$ 114,267	\$ 578,338	\$ 552,791	95.6%	\$ 168,338
EXPENDITURES							
401-518-50-31	OFFICE EQUIPMENT AND IT SUPPORT		\$ -	\$ -	\$ -		\$ -
401-542-40-48	STORM DRAIN MAINTENANCE	\$ 45,000	\$ 66,036	\$ 10,000	\$ 22,295	223.0%	\$ 15,000
401-542-67-41	STREET CLEANING	\$ 4,000	\$ 3,378	\$ 3,600	\$ 2,223	61.8%	\$ 3,600
401-542-40-10	SALARY - PW	\$ 3,727	\$ 3,529	\$ 14,400	\$ 7,734	53.7%	\$ 14,750 20% Istvan
401-542-40-21	PAYROLL TAXES - PW	\$ 434	\$ 449	\$ 1,600	\$ 891	55.7%	\$ 1,675
401-542-40-22	BENEFITS - PW	\$ 669	\$ 488	\$ 2,000	\$ 1,072	53.6%	\$ 2,080
401-542-40-23	RETIREMENT - PW	\$ 429	\$ 452	\$ 1,860	\$ 995	53.5%	\$ 1,975
401-542-40-41	ENGINEERING SERVICES - GENERAL	\$ 80,000	\$ 60,836	\$ -	\$ 27,503		\$ -
401-595-40-63	STORMWATER CONSTRUCTION	\$ 20,000	\$ -	\$ 605,000	\$ -	0.0%	\$ 700,000
401-595-40-41	STORMWATER CONSULT - ENGINEERING	\$ 30,000	\$ 1,706	\$ -	\$ 11,125		\$ 30,000
	Total Expenditures	\$ 184,259	\$ 136,874	\$ 638,460	\$ 73,838	11.6%	\$ 769,080
401-508800	PROJECTED ENDING FUND BALANCE		\$ 189,086	\$ 128,964			

Wetherill Endowment Fund #701						
701-308800	BEGINNING FUND BALANCE	\$ -	\$ 51,003			
REVENUES						
701-397-00-00	OPERATING TRANSFERS - IN	\$ 50,590	\$ 50,590	\$ -	\$ -	\$ -
701-361-10-00	INVESTMENT INTEREST	\$ 800	\$ 413	\$ 276		\$ 400
	Total Revenue	\$ 51,390	\$ 51,003	\$ -	\$ 276	\$ 400
EXPENDITURES						
701-597-00-00	TRANFERS OUT	\$ -	\$ 800	\$ -		\$ 400
	Total Expenditures	\$ -	\$ 800			\$ 400
701-5088000	PROJECTED ENDING FUND BALANCE	\$ 51,003	\$ 50,203			
AGENCY REMITTANCE FUND #631						
631-3088000	BEGINNING BALANCE	\$ 7,573	\$ 7,916			
REVENUES						
631-361-10-00	INVESTMENT INTEREST	\$ 64	\$ -	\$ 46		\$ 50
631.386.00.00	STATE PASS-THRU BY KIRKLAND CT	\$ 3,471	\$ 1,925	\$ 2,770	\$ 2,671	96.4% \$ 3,000
	Total Revenues	\$ 3,471	\$ 1,989	\$ 2,770	\$ 2,717	98.1% \$ 3,050
EXPENDITURES						
631.586.00.00	STATE PASS-THRU BY KIRKLAND CT	\$ 3,115	\$ 1,646	\$ 2,520	\$ -	\$ 3,000
	Total Expenditures	\$ 3,115	\$ 1,646	\$ 2,520	\$ -	\$ 3,000
631-5088000	PROJECTED ENDING FUND BALANCE	\$ 7,916	\$ 8,166			
Gifts and Bequests FUND 650						
650-3088000	BEGINNING BALANCE	\$ 3,397	\$ 3,476			suggest eliminate this fund and transfer funds to 001
REVENUES						
650-361-10-00	INVESTMENT INTERESE	\$ 75	\$ 79	\$ 80	\$ 19	23.8%
	Total Revenues	\$ 75	\$ 79	\$ 80	\$ 19	23.8%
EXPENDITURES						
650-597-00-00	OPERATING TRANSFERS OUT	\$ -	\$ -	\$ -		
	Total Expenditures	\$ -	\$ -	\$ -		
650-5088000	PROJECTED ENDING FUND BALANCE	\$ 3,476	\$ 3,556			
	2019 beginning balance	\$ 3,682,549				
	2019 actual revenues	\$ 2,659,892				
	2019 actual expenditures	\$ 2,167,581				
	2019 ending balance	\$ 4,174,860				
	2020 beginning balance		\$ 4,174,860			
	2020 budgeted revenues		\$ 3,102,902			
	2020 budgeted expenditures		\$ 3,957,773			
	2020 estimated ending fund balance		\$ 3,319,989			
	August to date revenues		\$ 2,441,847			
	August to date expenditures		\$ 2,099,991			
					10/072020	

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

Agenda Bill 20-32
October 13, 2020

NE 42nd Street/ 91st Ave NE Stormwater Upsizing & UGC Project / Lowest Bidder	Proposed Council Action: For approval
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Presented by:	Town Engineer – Stacia Schroeder, PE
Exhibits:	Certified Bid Results – Town Engineer PGH Supplemental Criteria – Project Manual Appendix A PGH Additional Information Summary Contractor Selection Criteria – Town Engineer Project Cost Summary – Town Engineer/ Gray & Osborn

Summary:

The NE 42nd Street/ 91st Ave NE Stormwater Upsizing and Underground Conversion Project went to bid on Wednesday, September 16, 2020. Bids were due back and opened on September 30, 2020.

The Town of Yarrow Point received ten (10) separate bids by the deadline. The certified bid results included in your packet were also posted to the town website at: <https://yarrowpointwa.gov/2020/10/certified-bid-results-ne-42nd-st-91st-ave-ne-stormwater-ugc-project/>

The low bidder, **PGH Excavating, Inc.** is approximately 7% over the engineer’s estimate at **\$854,655.50**.

Town staff and Kevin Brown with Gray & Osborn reviewed the estimates for mathematical errors as well as other irregularities; none were found.

Additionally, Town staff investigated the low bidder for compliance with all the state and project specific criteria and all references were checked on October 5, 2020. Please refer to the Contractor Qualification Letter included in your packet for more information.

To summarize, the Town has invested roughly \$108,500 in this project to date. Construction is expected to take an additional \$1.5 million, with the Town responsible for \$1.262 million. Considering the full grind and overlay of both NE 42nd Street and 91st Ave NE the final project cost is expected to be roughly \$1.5 million. NOTE: This estimate includes a 20% contingency.

Recommended Action:

Accept low bid received September 30, 2020, and authorize the Mayor to enter into a contract with PGH Excavating, Inc., for the NE 42nd Street/ 91st Ave NE Stormwater Upsizing & UGC Project.

TOWN OF YARROW POINT

Town Contract No. : NE 42nd Street/ 91st Ave NE Stormwater Upsizing and Underground Conversion Project

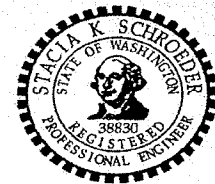
Ad Date: 09/16/20

Bid Due Date: 09/30/20

Bidder No.	Contractor	Bid Amount	Proposal Form (P1-P12)	Deposit or Bid Bond Form (PB-1) - 5%
1	PGH Excavating, Inc. PO Box 1151 WA 98022 825-5990 Dean Burton Enumclaw, Phone: (360) Contact:	\$854,655.50	X	X
2	Highland Civil, Inc. Industry Drive WA 98188 (206) 551-8926 Contact: Thomas Poli 925 Tukwila, Phone:	\$886,333.90	X	X
3	Interwest Construction, Inc. 609 North Hill Blvd Burlington, WA 98233 Phone: (360) 757-7574 Contact: Rhonda Twaddle	\$945,666.05	X	X
4	Kamins Construction Inc. PO Box 867 WA 98041 (206) 396-9115 Contact: Chad Kamins Bothell, Phone:	\$1,014,105.16	X	X
5	Road Construction NW, Inc. PO Box 2228 Renton, WA 98056 Phone: (425) 254-9999 Contact: Mathew Wagester	\$1,036,454.75	X	X
6	Dungeness Construction Corporation Sandy Point Road Langley, WA 98260 Phone: (360) 221-8982 Contact: Jeremy McKnight 977	\$1,098,964.00	X	X
7	Laser Underground & Earthworks, Inc. 20417 87th Ave SE Snohomish, WA 98296 Phone: (360) 453-3502 Contact: Bret Lane	\$1,233,394.00	X	X
8	Northwest Cascade, Inc Box 73399 Puyallup, WA 98373 (235) 848-2371 Myers PO Phone: Contact: Clint	\$1,236,746.30	X	X
9	A-1 Landscaping & Construction, Inc. 20607 SR 9 S.E. Snohmish, WA 98296 Phone: (425) 402-9900 Contact: Naeem Iqbal	\$1,523,514.00	X	X
10	Active Construction, Inc. PO Box 430 Puyallup, WA 98371 (253) 248-1091 Peterson Phone: Contact: David	\$1,692,692.00	X	X



4030 95th Ave NE
Yarrow Point, Washington 98004
425.454.6899



Item No.	Item Description	Quantity	Units	Engineer's Estimate		1		2		3		4		5	
				Unit Cost	Total Cost	PGH Excavating		Highland Civil, Inc.		Interwest Construction, Inc.		Kamins Construction, Inc.		Road Construction NW, Inc.	
						Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
SCHEDULE A: UNDERGROUND CONVERSION															
101	Minor Changes (1-04.4(1))	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
102	Record Drawings (Min. Bid \$1,000) (1-05.18)	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00
103	SPCC Plan (1-07.15(1))	1	LS	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$600.00	\$600.00	\$500.00	\$500.00	\$700.00	\$700.00
104	Mobilization, Cleanup, and Demobilization (1-09.7)	1	LS	\$70,000.00	\$70,000.00	\$40,000.00	\$40,000.00	\$18,620.00	\$18,620.00	\$87,000.00	\$87,000.00	\$124,524.00	\$124,524.00	\$86,500.00	\$86,500.00
105	Project Temporary Traffic Control (1-10.5(1))	1	LS	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$59,090.00	\$59,090.00	\$56,000.00	\$56,000.00	\$82,728.00	\$82,728.00	\$48,000.00	\$48,000.00
106	Clearing and Grubbing (2-01.5)	1	LS	\$16,000.00	\$16,000.00	\$12,000.00	\$12,000.00	\$14,490.00	\$14,490.00	\$10,000.00	\$10,000.00	\$11,059.20	\$11,059.20	\$10,000.00	\$10,000.00
107	Removal of Structures and Obstructions (2-02.5)	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$12,260.00	\$12,260.00	\$4,000.00	\$4,000.00	\$18,705.60	\$18,705.60	\$10,000.00	\$10,000.00
108	Locate Existing Utilities (2-09.5)	1	LS	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$1,380.00	\$1,380.00	\$1,700.00	\$1,700.00	\$1,296.00	\$1,296.00	\$900.00	\$900.00
109	Pothole (2-09.5)	31	EA	\$500.00	\$15,500.00	\$300.00	\$9,300.00	\$260.00	\$8,060.00	\$450.00	\$13,950.00	\$390.96	\$12,119.76	\$800.00	\$24,800.00
110	Crushed Surfacing Top Course (4-04.5)	610	TN	\$40.00	\$24,400.00	\$20.00	\$12,200.00	\$36.60	\$22,326.00	\$48.00	\$29,280.00	\$27.00	\$16,470.00	\$55.00	\$33,550.00
111	Temporary HMA (5-04.5)	200	TN	\$80.00	\$16,000.00	\$120.00	\$24,000.00	\$130.00	\$26,000.00	\$200.00	\$40,000.00	\$1.00	\$200.00	\$25.00	\$5,000.00
112	Commercial HMA (5-04.5)	320	TN	\$105.00	\$33,600.00	\$158.00	\$50,560.00	\$160.00	\$51,200.00	\$150.00	\$48,000.00	\$135.00	\$43,200.00	\$125.00	\$40,000.00
113	Removal of Unsuitable Material (Trench) (7-08.5)	20	CY	\$50.00	\$1,000.00	\$80.00	\$1,600.00	\$37.20	\$744.00	\$45.00	\$900.00	\$54.00	\$1,080.00	\$70.00	\$1,400.00
114	Trench Excavation Safety Systems (7-08.5)	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00	\$540.00	\$540.00	\$10,000.00	\$10,000.00
115	Bank Run Gravel for Trench Backfill (7-08.5)	1,650	TN	\$15.00	\$24,750.00	\$12.00	\$19,800.00	\$23.00	\$37,950.00	\$21.00	\$34,650.00	\$0.01	\$16.50	\$14.25	\$23,512.50
116	CDF Trench Dam and Drain Pipe (7-08.5)	3	EA	\$1,000.00	\$3,000.00	\$2,000.00	\$6,000.00	\$870.00	\$2,610.00	\$1,550.00	\$4,650.00	\$1,667.52	\$5,002.56	\$1,700.00	\$5,100.00
117	Realign Existing Water Service Pipe (7-15.5)	2	EA	\$1,000.00	\$2,000.00	\$450.00	\$900.00	\$610.00	\$1,220.00	\$1,100.00	\$2,200.00	\$2,170.80	\$4,341.60	\$1,100.00	\$2,200.00
118	Erosion Control & Water Quality Pollution Prevention (8-01.5)	1	LS	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$3,030.00	\$3,030.00	\$11,500.00	\$11,500.00	\$5,940.00	\$5,940.00	\$16,000.00	\$16,000.00
119	Property Restoration (8-02.5)	1	FA	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
120	Topsoil, Type A (8-02.5)	100	CY	\$60.00	\$6,000.00	\$53.00	\$5,300.00	\$58.50	\$5,850.00	\$59.00	\$5,900.00	\$54.00	\$5,400.00	\$52.00	\$5,200.00
121	Sod Installation (8-02.5)	300	SY	\$10.00	\$3,000.00	\$16.00	\$4,800.00	\$17.60	\$5,280.00	\$14.00	\$4,200.00	\$16.20	\$4,860.00	\$12.00	\$3,600.00
122	Bark and Wood Chip Mulch (8-02.5)	50	CY	\$80.00	\$4,000.00	\$70.00	\$3,500.00	\$76.10	\$3,805.00	\$54.50	\$2,725.00	\$70.20	\$3,510.00	\$48.00	\$2,400.00
123	Extruded Cement Concrete Curb (8-04.5)	15	LF	\$100.00	\$1,500.00	\$16.00	\$240.00	\$30.00	\$450.00	\$79.00	\$1,185.00	\$108.00	\$1,620.00	\$75.00	\$1,125.00
124	Decorative Cement Concrete Repair (8-06.5)	150	SY	\$150.00	\$22,500.00	\$150.00	\$22,500.00	\$47.30	\$7,095.00	\$120.00	\$18,000.00	\$120.75	\$18,112.50	\$85.00	\$12,750.00
125	Remove, Protect, and Reinstall Mailbox Pagoda (8-18.5)	2	EA	\$2,000.00	\$4,000.00	\$700.00	\$1,400.00	\$540.00	\$1,080.00	\$3,100.00	\$6,200.00	\$1,470.96	\$2,941.92	\$1,300.00	\$2,600.00
126	New Mailbox Pagoda (8-18.5)	2	EA	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00	\$6,160.00	\$12,320.00	\$5,500.00	\$11,000.00	\$3,090.96	\$6,181.92	\$5,000.00	\$10,000.00
127	Plastic Stop Line (8-22.5)	30	LF	\$20.00	\$600.00	\$84.00	\$2,520.00	\$110.00	\$3,300.00	\$31.00	\$930.00	\$32.40	\$972.00	\$30.00	\$900.00
128	Modular Block Wall (8-24.5)	100	SF	\$40.00	\$4,000.00	\$35.00	\$3,500.00	\$40.00	\$4,000.00	\$38.50	\$3,850.00	\$63.12	\$6,312.00	\$60.00	\$6,000.00
129	Resolution of Utility Conflicts for Joint Utility Trench (8-50.5)	1	FA	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
130	Franchise Utility Coordination (8-50.5)	1	LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$1,500.00	\$1,500.00	\$16,000.00	\$16,000.00	\$5,000.00	\$5,000.00	\$17,000.00	\$17,000.00
131	Existing Undergorund Service Transfer (8-50.5)	20	EA	\$1,000.00	\$20,000.00	\$1,500.00	\$30,000.00	\$1,380.00	\$27,600.00	\$1,050.00	\$21,000.00	\$324.00	\$6,480.00	\$1,100.00	\$22,000.00
132	Existing Overhead Service Transfer (8-50.5)	2	EA	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$1,130.00	\$2,260.00	\$1,650.00	\$3,300.00	\$324.00	\$648.00	\$1,100.00	\$2,200.00
133	Existing Overhead Service Conversion (8-50.5)	3	EA	\$1,500.00	\$4,500.00	\$1,500.00	\$4,500.00	\$1,130.00	\$3,390.00	\$1,450.00	\$4,350.00	\$486.00	\$1,458.00	\$1,300.00	\$3,900.00
134	Joint Utility Trench (8-50.5)	1,470	LF	\$20.00	\$29,400.00	\$35.00	\$51,450.00	\$38.90	\$57,183.00	\$34.00	\$49,980.00	\$52.29	\$76,866.30	\$55.00	\$80,850.00
135	Joint Service Trench (8-50.5)	1,460	LF	\$15.00	\$21,900.00	\$12.00	\$17,520.00	\$29.00	\$42,340.00	\$16.50	\$24,090.00	\$39.08	\$57,056.80	\$37.00	\$54,020.00
136	Install Conduit, 2-In. Diam. - PSE (8-50.5)	490	LF	\$4.00	\$1,960.00	\$4.50	\$2,205.00	\$5.40	\$2,646.00	\$3.25	\$1,592.50	\$2.97	\$1,455.30	\$3.00	\$1,470.00
137	Install Conduit, 3-In. Diam. - PSE (8-50.5)	1,530	LF	\$4.00	\$6,120.00	\$5.00	\$7,650.00	\$6.00	\$9,180.00	\$3.75	\$5,737.50	\$3.51	\$5,370.30	\$3.50	\$5,355.00
138	Install Conduit, 4-In. Diam. - PSE (8-50.5)	4,480	LF	\$4.00	\$17,920.00	\$6.00	\$26,880.00	\$7.40	\$33,152.00	\$4.00	\$17,920.00	\$3.73	\$16,710.40	\$3.50	\$15,680.00
139	Install Conduit, 2-In. Diam. - CenturyLink (8-50.5)	1,650	LF	\$4.00	\$6,600.00	\$4.50	\$7,425.00	\$5.40	\$8,910.00	\$3.25	\$5,362.50	\$2.97	\$4,900.50	\$3.00	\$4,950.00
140	Install Conduit, 4-In. Diam. - CenturyLink (8-50.5)	2,500	LF	\$4.00	\$10,000.00	\$6.00	\$15,000.00	\$7.40	\$18,500.00	\$4.00	\$10,000.00	\$3.73	\$9,325.00	\$3.75	\$9,375.00
141	Install Conduit, 4-In. Diam. - Comcast (8-50.5)	2,720	LF	\$4.00	\$10,880.00	\$6.00	\$16,320.00	\$7.40	\$20,128.00	\$4.00	\$10,880.00	\$3.73	\$10,145.60	\$3.75	\$10,200.00
142	Install PSE Vault, 5106 TUT (8-50.5)	1	EA	\$2,500.00	\$2,500.00	\$1,250.00	\$1,250.00	\$2,280.00	\$2,280.00	\$3,650.00	\$3,650.00	\$7,634.52	\$7,634.52	\$4,000.00	\$4,000.00
143	Install PSE Vault, 575 J-Box (8-50.5)	1	EA	\$2,000.00	\$2,000.00	\$950.00	\$950.00	\$1,720.00	\$1,720.00	\$3,200.00	\$3,200.00	\$5,394.60	\$5,394.60	\$2,000.00	\$2,000.00
144	Install PSE Vault, 504 J-Box (8-50.5)	3	EA	\$1,500.00	\$4,500.00	\$900.00	\$2,700.00	\$1,140.00	\$3,420.00	\$1,550.00	\$4,650.00	\$2,090.88	\$6,272.64	\$1,550.00	\$4,650.00
145	Install PSE Vault, 507 TUT (8-50.5)	4	EA	\$1,500.00	\$6,000.00	\$900.00	\$3,600.00	\$1,210.00	\$4,840.00	\$2,300.00	\$9,200.00	\$4,369.68	\$17,478.72	\$1,700.00	\$6,800.00
146	Install PSE Handhole, Concrete 3030 (8-50.5)	12	EA	\$500.00	\$6,000.00	\$400.00	\$4,800.00	\$610.00	\$7,320.00	\$460.00	\$5,520.00	\$815.40	\$9,784.80	\$450.00	\$5,400.00
147	Install CenturyLink Vault, 264TA (8-50.5)	8	EA	\$1,500.00	\$12,000.00	\$500.00	\$4,000.00	\$880.00	\$7,040.00	\$1,360.00	\$10,880.00	\$1,783.08	\$14,264.64	\$600.00	\$4,800.00
148	Install CenturyLink Handhole, 1730 (8-50.5)	9	EA	\$500.00	\$4,500.00	\$350.00	\$3,150.00	\$520.00	\$4,680.00	\$115.00	\$1,035.00	\$514.20	\$4,627.80	\$275.00	\$2,475.00
149	Install CenturyLink Junction Box, Flowerpot (8-50.5)	6	EA	\$300.00	\$1,800.00	\$170.00	\$1,020.00	\$250.00	\$1,500.00	\$33.00	\$198.00	\$660.96	\$3,965.76	\$275.00	\$1,650.00
150	Install Comcast Vault, 3642-LA (8-50.5)	2	EA	\$1,500.00	\$3,000.00	\$625.00	\$1,250.00	\$1,080.00	\$2,160.00	\$420.00	\$840.00	\$1,246.32	\$2,492.64	\$625.00	\$1,250.00
151	Install Comcast Vault, SGLB 1730 (8-50.5)	19	EA	\$500.00	\$9,500.00	\$625.00	\$11,875.00	\$920.00	\$17,480.00	\$120.00	\$2,280.00	\$627.25	\$11,917.75	\$375.00	\$7,125.00
Estimated Construction Cost					\$545,230.00		\$529,665.00		\$619,389.00		\$647,885.50		\$692,883.63		\$666,687.50
Sales Tax (10%)					\$54,523.00		\$52,966.50		\$61,938.90		\$64,788.55		\$69,288.36		\$66,668.75
Total Estimated Construction Cost					\$599,753.00		\$582,631.50		\$681,327.90		\$712,674.05		\$762,171.99		\$733,356.25

SCHEDULE B: STORM															
201	Removal of Structures and Obstructions (2-02.5)	1	LS	\$10,000.00	\$10,000.00	\$38,000.00	\$38,000.00	\$7,320.00	\$7,320.00	\$20,000.00	\$20,000.00	\$14,407.20	\$14,407.20	\$29,000.00	\$29,000.00
202	Pothole (2-09.5)	17	EA	\$500.00	\$8,500.00	\$300.00	\$5,100.00	\$350.00	\$5,950.00	\$450.00	\$7,650.00	\$211.68	\$3,598.56	\$800.00	\$13,600.00
203	PVC Storm Sewer Pipe, 8 In. Diam. (Incl. Bedding) (7-04.5)	70	LF	\$60.00	\$4,200.00	\$120.00	\$8,400.00	\$49.50	\$3,465.00	\$37.00	\$2,590.00	\$58.00	\$4,060.00	\$104.00	\$7,280.00
204	PVC Storm Sewer Pipe, 24 In. Diam. (Incl. Bedding) (7-04.5)	810	LF	\$110.00	\$89,100.00	\$160.00	\$129,600.00	\$110.00	\$89,100.00	\$135.00	\$109,350.00	\$162.01	\$131,228.10	\$185.00	\$149,850.00
205	Reconnect Existing Storm Pipe Lateral (7-04.5)	15	EA	\$600.00	\$9,000.00	\$400.00	\$6,000.00	\$570.00	\$8,550.00	\$680.00	\$10,200.00	\$675.00	\$10,125.00	\$700.00	\$10,500.00
206	Concrete Inlet (7-05.5)	1	EA	\$1,000.00	\$1,000.00	\$2,400.00	\$2,400.00	\$1,370.00	\$1,370.00	\$1,200.00	\$1,200.00	\$1,878.12	\$1,878.12	\$1,400.00	\$1,400.00
207	Catch Basin Type 1 (7-05.5)	9	EA	\$1,500.00	\$13,500.00	\$1,600.00	\$14,400.00	\$1,670.00	\$15,030.00	\$1,400.00	\$12,600.00	\$1,894.80	\$17,053.20	\$1,300.00	\$11,700.00
208	Catch Basin Type 2 48 In. Diam. (7-05.5)	7	EA	\$4,000.00	\$28,000.00	\$3,900.00	\$27,300.00	\$4,090.00	\$28,630.00	\$4,050.00	\$28,350.00	\$5,726.16	\$40,083.12	\$6,000.00	\$42,000.00
209	Trench Drain (7-05.5)	12	LF	\$100.00	\$1,200.00	\$285.00	\$3,420.00	\$220.00	\$2,640.00	\$265.00	\$3,180.00	\$329.76	\$3,957.12	\$270.00	\$3,240.00
210	Abandon Existing Catch Basin (7-05.5)	2	EA	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$250.00	\$500.00	\$345.00	\$690.00	\$594.00	\$1,188.00	\$500.00	\$1,000.00
211	Removal of Unsuitable Material (Trench) (7-08.5)	10	CY	\$50.00	\$500.00	\$80.00	\$800.00	\$35.50	\$355.00	\$45.00	\$450.00	\$55.00	\$550.00	\$70.00	\$700.00
212	Trench Excavation Safety Systems (7-08.5)	1	LS	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,080.00	\$1,080.00	\$3,000.00	\$3,000.00
213	Bank Run Gravel for Trench Backfill (7-08.5)	650	TN	\$18.00	\$11,700.00	\$12.00	\$7,800.00	\$25.20	\$16,380.00	\$21.00	\$13,650.00	\$0.01	\$6.50	\$14.25	\$9,262.50
214	Streambed Boulder One Man (8-15.5)	5	TN	\$200.00	\$1,000.00	\$200.00	\$1,000.00	\$78.00	\$390.00	\$320.00	\$1,600.00	\$540.00	\$2,700.00	\$220.00	\$1,100.00
	Estimated Construction Cost				\$181,700.00		\$247,720.00		\$181,180.00		\$213,010.00		\$231,914.92		\$283,632.50
	Sales Tax (Rule 171 - N/A)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Total Estimated Construction Cost				\$181,700.00		\$247,720.00		\$181,180.00		\$213,010.00		\$231,914.92		\$283,632.50
BID ADDITIVE 1: 92ND AVENUE NE DRAINAGE MODIFICATIONS															
301	Removal of Structures and Obstructions (2-02.5)	1	LS	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$3,070.00	\$3,070.00	\$1,400.00	\$1,400.00	\$1,900.50	\$1,900.50	\$3,000.00	\$3,000.00
302	Crushed Surfacing Top Course (4-04.5)	40	TN	\$40.00	\$1,600.00	\$64.00	\$2,560.00	\$39.10	\$1,564.00	\$65.00	\$2,600.00	\$26.25	\$1,050.00	\$55.00	\$2,200.00
303	Commercial HMA (5-04.5)	20	TN	\$105.00	\$2,100.00	\$150.00	\$3,000.00	\$160.00	\$3,200.00	\$150.00	\$3,000.00	\$131.25	\$2,625.00	\$125.00	\$2,500.00
304	Adjust Catch Basin (7-05.5)	1	EA	\$500.00	\$500.00	\$400.00	\$400.00	\$460.00	\$460.00	\$200.00	\$200.00	\$525.00	\$525.00	\$700.00	\$700.00
	Estimated Construction Cost				\$7,200.00		\$9,960.00		\$8,294.00		\$7,200.00		\$6,100.50		\$8,400.00
	Sales Tax (Rule 171 - N/A)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Total Estimated Construction Cost				\$7,200.00		\$9,960.00		\$8,294.00		\$7,200.00		\$6,100.50		\$8,400.00
BID ADDITIVE 2: IRRIGATION															
401	Topsoil, Type A (8-02.5)	40	CY	\$60.00	\$2,400.00	\$60.00	\$2,400.00	\$64.40	\$2,576.00	\$59.00	\$2,360.00	\$57.75	\$2,310.00	\$52.00	\$2,080.00
402	Sod Installation (8-02.5)	290	SY	\$10.00	\$2,900.00	\$16.00	\$4,640.00	\$17.60	\$5,104.00	\$14.00	\$4,060.00	\$15.75	\$4,567.50	\$12.00	\$3,480.00
403	Irrigation System (8-03.5)	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,440.00	\$6,440.00	\$5,200.00	\$5,200.00	\$5,775.00	\$5,775.00	\$4,500.00	\$4,500.00
	Estimated Construction Cost				\$10,300.00		\$13,040.00		\$14,120.00		\$11,620.00		\$12,652.50		\$10,060.00
	Sales Tax (10%)				\$1,030.00		\$1,304.00		\$1,412.00		\$1,162.00		\$1,265.25		\$1,006.00
	Total Estimated Construction Cost				\$11,330.00		\$14,344.00		\$15,532.00		\$12,782.00		\$13,917.75		\$11,066.00
Totals					\$799,983.00		\$854,655.50		\$886,333.90		\$945,666.05		\$1,014,105.16		\$1,036,454.75

Percent Difference from Engineer's Estimate:

6.8%

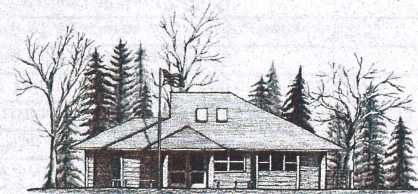
10.8%

18.2%

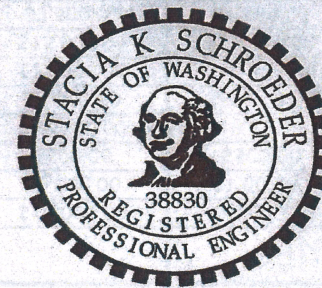
26.8%

29.6%

I hereby certify that the bids presented in this bid tabulation represent all bids received and that all units and extensions have been reviewed and are correct.



4030 95th Ave NE
Yarrow Point, Washington 98004
425.454.6899



9/30/2020
Stacia K. Schroeder, PE

APPENDIX A

SUPPLEMENTAL BIDDER RESPONSIBILITY CRITERIA FORMS
NE 42ND STREET/91ST AVENUE NE STORMWATER AND UGC PROJECT

These forms shall be completed in their entirety and submitted by the apparent two lowest Bidders to the Town of Yarrow Point by 12:00 p.m. (noon) of the second business day following the bid submittal deadline.

Failure to submit and meet the requirements as stated in Section 1-02 of the Special Provisions shall be grounds for rejection of the bid. The Town of Yarrow Point will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

Contractor:

Name: Nick Thornhill
Address: PO Box 1151
Phone: 360-825-5990
Contact Person: Dean Burton

2. Delinquent State Taxes

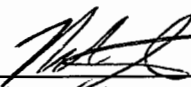
Instructions to Bidders: Check the appropriate box

- The Bidder does not owe delinquent taxes to the Washington State Department of Revenue.
- Alternatively, the Bidder does owe delinquent taxes to the Washington State Department of Revenue.

If the Bidder owes delinquent taxes, they must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency.

10/2/2020

(Date)



(Signature)

Nick Thornhill

(Print Name)

Vice President

(Title)

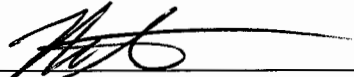
3. Claims Against Retainage and Bonds:

Instructions to Bidders: Check the appropriate box

- The Bidder has not had claims against retainage and bonds in the 3 years prior to the bid submittal date.
- Alternatively, the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date.

If the Bidder has had claims against retainage and bonds in the 3 years prior to the bid submittal date, submit a list of public works projects completed during this period that have had claims against retainage and bonds and include name of Project, contact information for the Owner, a list of claims filed against retainage and/or payment bond for any of the projects listed; and a written explanation of circumstances surrounding each claim and the ultimate resolution of the claim.

10/2/2020
(Date)


(Signature)

Nick Thornhill
(Print Name)

Vice President
(Title)

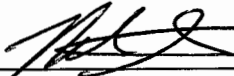
4. Public Bidding Crime:

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder and/or its Owners have not been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract in the 5 years prior to the bid submittal date.

If the Bidder and/or its Owners have been convicted of a crime involving bidding on a public works contract, provide a written explanation identifying the date of the conviction and a description of the circumstances surrounding the conviction.

10/2/2020
(Date)


(Signature)

Nick Thornhill
(Print Name)

Vice President
(Title)

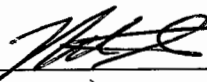
5. Termination for Cause/Termination for Default

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had public works contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the bid submittal date.

If the Bidder has had any public works contracts terminated for cause or terminated for default in the 5 years prior to the bid submittal date, provide a written explanation for all contracts terminated for cause or terminated for default by identifying the project contract that was terminated, the government agency which terminated the Contract, the date of the termination, and a description of the circumstances surrounding the termination.

10/2/2020
(Date)


(Signature)

Nick Thornhill
(Print Name)

Vice President
(Title)

6. **Lawsuits**

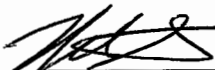
Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

- Alternatively, the undersigned confirms that the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts.

If the Bidder has had any lawsuits with judgments entered against the Bidder in the 5 years prior to the bid submittal date that demonstrate a pattern of failing to meet the terms of contracts, submit a list of lawsuits along with a written explanation of the circumstances surrounding each lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet the terms of contracts.

10/2/2020
(Date)


(Signature)

Nick Thornhill
(Print Name)

Vice President
(Title)


7. **Contract Time (Liquidated Damages)**

Instructions to Bidders: Check the appropriate box

- The undersigned certifies that the Bidder has not had liquidated damages assessed on any project it has completed in the 5 years prior to the bid submittal date.
- Alternatively, the undersigned confirms that the Bidder has had liquidated damages assessed on projects in the 5 years prior to the bid submittal date.

If the Bidder has had liquidated damages assessed against projects in the 5 years prior to the bid submittal dated, submit a list of projects along with Owner contact information, and number of days assessed liquidated damages. The Contracting Agency shall determine whether the Contractor has a pattern of failing to complete projects within Contract Time.

10/2/2020
(Date)


(Signature)

Nick Thornhill
(Print Name)

Vice President
(Title)

8. Capacity and Experience

The Bidder shall have sufficient current capacity and the Project Superintendent assigned to the Project shall have experience to meet the requirements of this Project. The Bidder and Project Superintendent shall have successfully completed at least two projects, of a similar size and scope, during the 5-year period immediately preceding the bid submittal deadline for this project. Similar size is defined as a minimum of 70 percent of the bid amount submitted by the Bidder.

A. Capacity

i. Gross dollar amount of work currently under contract:

\$ 4,400,000.00

ii. Gross dollar amount of contracts currently not completed:

3,120,000.00

iii. List five major pieces of equipment which are anticipated to be used on this project by the Contractor and note which items are owned by the Contractor and which are to be leased or rented from others:

325 CAT Excavator (owned) 314 CAT Excavator (owned)
~~928~~ CAT Loader (owned) 3 Super solo Dump trucks (owned)

iv. Number of superintendents on Bidder's staff:

two - Jason Taylor - Brandon Burrell

B. Experience

i. General character of work performed by firm:

Civil and Earthwork

ii. Identify who will be the superintendent on this project and years of experience. Also, list the number of years this person has been with your firm.

Jason Taylor - 9 Years acting as Superintendent

iii. Similar Size and Scope Projects Completed in the Past 5 Years

#1 Owner's Name and Contact Information: Valor Builders
Kevin Wall # 206-535-7908

Owner is a Government Agency? Yes No

Superintendent's Name: Jason Taylor - Kevin Buskerk

Project Name: Redmond 18

Awarded Contract Amount: ~~1,211,000.~~ 1,420,000.00

Final Contract Amount: 1,420,000.00

Completion Date: 11-18-18

Project Description: Install all ROW
Improvement for all proposed 18 unit townhome
project which including converting overhead
power to under ground

#2 Owner's Name and Contact Information: Northway Construction
Kyle Fry # 206-551-1416

Owner is a Government Agency? Yes No

Superintendent's Name: Brandon Burrell - Kevin Buskerk

Project Name: Sno King

Awarded Contract Amount: 1,420,000.00

Final Contract Amount: 1,680,000.00

Completion Date: 8-1-20

Project Description: Complete all earthwork and
civil for new 60,000 sq concrete building
Extend Power in ROW to Building

#3 Owner's Name and Contact Information: American Classic
Homes - Justin Lagas # 253-405-5587

Owner is a Government Agency? Yes No

Superintendent's Name: Jason Taylor

Project Name: Upper and Lower short Plat

Awarded Contract Amount: \$515,000.00

Final Contract Amount: \$565,000.00

Completion Date: 7-1-20

Project Description: Prep ROW for future
Building lot, including power main line
Extensions



4030 - 95th Avenue NE
Yarrow Point, WA 98004
(425) 454-6994 Fax: (425) 454-7899

October 7, 2020

To: Mayor Cahill
Fm: Stacia Schroeder, Town Engineer
Re: NE 42nd St/ 91st Ave NE Stormwater Upsizing & Underground Conversion Project
Contractor Selection Criteria

The Town of Yarrow Point received ten bids for the NE 42nd St/ 91st Ave NE Stormwater Upsizing & Underground Conversion Project. The “apparent low bidder” (referred to as such until he/she is awarded the contract) was:

P.G.H. Excavating, Inc.
PO Box 1151
Enumclaw, WA 98022
(Low Bid - \$854,655.50 Contact: Nick Thornhill)

The “apparent low bidder” for this project was qualified according to:

- Receipt of Addendum: One addendum with the details of the virtual bid opening was issued.
- WA State Department of Labor and Industries (Lnl) information:
 - 06/28/18: Electrical License Violations; City of Enumclaw
 - 12/19/19: Open Lawsuit Against Bond or Savings Richard & Marilyn Judd Case No. 19-2-10771-1; WA15166
 - 07/06/20: Workplace Safety and Health Violation
 - Please refer to additional information sheet provided by PGH Excavating – Nick Thornhill explaining these items and impacts they might have to our project.
- Supplemental Bidder Criteria – Capacity and Experience: Three (3) projects of similar size and scope completed in the past five years were listed; two (2) provided references:

Kevin Wall – Valor Builds:

- Scope of work: Install R/W improvements for an 18 unit townhouse project which included converting overhead power to underground
- Completed in late 2018 – \$1,420,000
- Contacted Kevin Wall 10/5/20 for reference: *“The project included a lot of variables and extended into the wet weather season, but they shifted well. PGH was willing to make things right and in the best interest of all parties; team players. PGH did quality work and the job was done right.”*

Kyle Fry – Northway Construction:

- Scope of work: Earthwork and utility construction for 60,000sf metal building; extended power in R/W
- Completed August 2020 – \$1,680,000
- Contacted Kyle Fry 10/5/20 for reference: *“After pre-con meeting, PGH took over direct coordination with utility companies in field. Not a lot of surprises; hauled off a lot of dirt and had plenty of equipment. Company was pro-active and didn’t come looking for handouts. PGH currently has 6 weeks left on job in City of Seattle.”*

- Direct Phone Conversation with PGH Excavating – Nick Thornhill 10/6/20
 - Project Approach: clear and grade; address stormwater main improvements; double back and start UGC trench work opening only as much trench as can be worked at one time
 - Two (2) general superintendents within the company; our project manager will be Nick Thornhill
 - Understands Town’s bid items including trench excavation and backfill requirements; had no additional questions or concerns about the project or the bid submitted.
 - PGH is available to meet January 11, 2021 start date and the 125 working day schedule.
- Bonding Surety Company:
Merchants Bonding Company (Mutual)
6700 Westown Parkway
Des Moines, IA 50306
Contact: Deborah Cook, Attorney-in-fact
- No evidence which would disqualify this bidder was found



Outstanding Claim against Bond

We apologize for not providing this information with the original bid. It was our understanding that **Claims Against Retainage and Bonds** related only to public works projects as page SC-2 of 8 required that we *“submit a list of public works projects completed during this period that have had claims against retainage and bonds.”* The project subject to this compliant was private contract with landholder to place fill on his land. There was a misunderstanding as to what permits were required for this project. The owner did not obtain a fill permit as required and received a fine. Owner complained that it was PGH’s responsibility to inform him of the needed permit. He refused to pay invoice and PGH filed lawsuit for payment. Owner counter claimed and filed complaint against bond in retaliation. Our attorney filed a motion to release claim from bid bond and we await a trial. Trial has been delayed due to Covid 19.

Workplace Safety Violation (see attached)

A PGH Crew was cited for saw-cutting concrete for a new drive approach without N95 mask. This is not work PGH typically performs. PGH written safety program did not included language related to this safety procedure. Although there remains some disagreement as to whether and N95 masks are required in an outdoor setting and whether it need to be included in our safety program (as it is not work we typically do), PGH modified it safety plan to include this procedure and it was distributed to all PGH crews and foreman. All three violations have been corrected (see attached). PGH will be subcontracting all saw-cutting for both asphalt and concrete on this project.

Electrical Violations

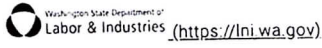
PGH contracted with MainVue Homes to complete the excavation and utilities to 56 single family homes in Gig Harbor. Included in PGH’s scope of work was the installation of 40’ of conduit running from J pole to the power stub. Unbeknownst to PGH and MainVue Homes the power company requires a permit and inspection for this work as other jurisdiction do not require this. MainVue Homes paid the fine as OWNER was responsible for all inspections and permits. For additional questions, please contact Brian Crance at Brian.Crance@mainvuehomes.com 425.214.3149. PGH will be subcontracting with electrical subcontractor for all electrical work on this project.

If you have additional questions, please do not hesitate to contact us.

A handwritten signature in black ink, appearing to read "Nick Thornhill", with a long horizontal line extending to the right.

Nick Thornhill
Vice President
PGH Excavating Inc.

L&I regional offices are closed to public visits until further notice. Offices can still help you by phone from 8 a.m. to 5 p.m. weekdays (except state holidays). Use the phone number for your closest regional office (<https://lni.wa.gov/agency/contact/#office-locations>), or you can call the Office of Information and Assistance at 360-902-5800.



Workplace Safety and Health Violations

P G H EXCAVATING INC, Inspection no. 317959413 violations

Written exposure control plan

Type of violation Corrected
General
Violation description
Not likely to cause serious illness or injury.

Develop and maintain a written program

Type of violation Corrected
General
Violation description
Not likely to cause serious illness or injury.

Develop a formal, written accident prevention program

Type of violation Corrected
General
Violation description
Not likely to cause serious illness or injury.

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

DESIGN PHASE				
TASK	FUNDING BREAKDOWN			TASK COMPLETED BY:
	Town	PSE	Totals	
Civil Design - Original Contract	\$ 42,600.00	\$ -	\$ 42,600.00	Gray & Osborne
Civil Design - Amendment #1	\$ 9,700.00	\$ -	\$ 9,700.00	Gray & Osborne
Survey	\$ 7,242.00	\$ -	\$ 7,242.00	PACE
Potholing - Pavement Thickness	\$ 1,980.00	\$ -	\$ 1,980.00	CTL
Town Engineer (Jan. 2015 - Dec. 2018)	\$ 5,718.75	\$ -	\$ 5,718.75	Town Engineer
Town Engineer (Jan. 2018 - Sept. 2020)	\$ 17,375.00	\$ -	\$ 17,375.00	Town Engineer
PSE Design (60/40 Split)	\$ 7,525.62	\$ 11,288.44	\$ 18,814.06	PSE
DESIGN TOTALS	\$ 92,141.37	\$ 11,288.44	\$ 103,429.81	

CONSTRUCTION PHASE				
TASK	FUNDING BREAKDOWN			TASK COMPLETED BY:
	Town	PSE	Totals	
Permitting	\$ 5,000.00	\$ -	\$ 5,000.00	TYP
Project Management	\$ 40,000.00	\$ -	\$ 40,000.00	Town Engineer
Arborist Consultation	\$ 5,000.00	\$ -	\$ 5,000.00	Town Arborist
Construction Management				Gray & Osborne
Staking	\$ 4,740.00	\$ -	\$ 4,740.00	
Inspection	\$ 61,000.00	\$ -	\$ 61,000.00	
Office Support	\$ 21,760.00	\$ -	\$ 21,760.00	
Construction				PGH Excavating
Schedule A (UGC)	\$ 582,631.50	\$ -	\$ 582,631.50	
Schedule B (Storm)	\$ 247,720.00	\$ -	\$ 247,720.00	
Additive 1 (92nd Avenue Pavement Repair)	\$ 9,960.00	\$ -	\$ 9,960.00	
Additive 2 (Park Irrigation)	\$ 14,344.00	\$ -	\$ 14,344.00	
Contingencies (20%)	\$ 170,931.10	\$ -	\$ 170,931.10	
PSE Construction (60/40 Split)	\$ 149,265.59	\$ 223,898.38	\$ 373,163.97	PSE
CONSTRUCTION TOTALS	\$ 1,312,352.19	\$ 223,898.38	\$ 1,536,250.57	

ROAD OVERLAY PHASE				
TASK	FUNDING BREAKDOWN			TASK COMPLETED BY:
	Town	TBD	Totals	
Project Management	\$ 10,000.00	\$ -	\$ 10,000.00	Town Engineer
Full Grind and Overlay - NE 42nd/ 91st Ave	\$ 220,000.00	\$ -	\$ 220,000.00	TBD

CONSTRUCTION TOTALS \$ 230,000.00 \$ - \$ 230,000.00

PROJECT TOTALS \$ 1,634,493.56 \$ 235,186.82 \$ 1,869,680.38

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

Agenda Bill 20-33
October 13, 2020

NE 42nd PSE Schedule 74 Agreement	Proposed Council Action: For approval
------------------------------------------	-------------------------------------------------

Presented by:	Town Engineer – Stacia Schroeder, PE
Exhibits:	PSE – Schedule 74 UGC – Project Construction Agreement PSE – Schedule 74 UGC – Project Plan PSE – Facility Conversion/ Modification Billing Detail

Summary:

NOTE: This agenda item is only applicable if the Town Council approves the low bidder as presented in Agenda Bill No. 20-32.

Puget Sound Energy, the electricity purveyor for Yarrow Point, prepared a standard Schedule 74 Underground Conversion Project Construction Agreement and associated Exhibit A – Project Plan as well as a Construction Costs Estimate Summary.

In general, the Town of Yarrow Point has already invested \$18,814.06 in PSE design costs. If the project (as designed) does not ultimately progress to the construction phase the Town must pay this full amount. If however, the Town approves construction of the project, we will receive a 60% discount on not only the design cost, but PSE’s construction cost as well. Please read through the full agreement for responsibilities applicable to PSE and those that apply directly to the Town.

The Town cost to for this project payable to Puget Sound Energy is anticipated to be \$156,791.21.

Recommended Action:

Approve Puget Sound Energy Schedule 74 – Project Construction Agreement.

SCHEDULE 74 UNDERGROUND CONVERSION
Project Construction Agreement

Project Name: Yarrow Point – 91st St Ave NE S74

Project Number: 101094424

THIS Agreement, dated as of this ____ day of _____, 2020, is made by and between The Town of Yarrow Point, a municipal cooperation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of June 22, 2015 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities

replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
- (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
- (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
- (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
 - i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
- (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
- (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.
- (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost,

schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
- i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:
- i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
 - ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
 - iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.
- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury; and \$2,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$2,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.
- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

Exhibit “A” Project Plan Schedule 74 Underground Conversion

Town of Yarrow Point – 91st Ave NE S74

PSE Project Number: 101094424

October 7, 2020

Pursuant to Puget Sound Energy (“PSE”) Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes the scope of construction work (the “Construction Work”) to be performed by PSE and the Town of Yarrow Point (the “Town”) for the conversion of certain PSE electrical distribution system facilities as described herein (the “Conversion Project”). Construction of this Conversion Project is contingent upon and shall commence only after both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the Town and PSE.

This Project Plan includes and consists of:

- Description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Operating Rights to be obtained for the Conversion Project (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the Town and PSE.

Construction Work

This Conversion Project will replace PSE’s existing overhead electrical distribution system with an Underground Distribution System within the following area (the “Conversion Area”): The Town of Yarrow Point (the Town) requests that Puget Sound Energy (PSE) convert its existing overhead electric distribution system of 15,000 volts or less to a comparable Underground Distribution System within the following Conversion Area: Along 91st Ave NE from NE 42nd St. north to one span south of 92nd Ave NE. Including NE 42nd St. East and West of the intersection. The Conversion Project is a distance of approximately 3,700’ LF in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE's existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area.

The following Government-Requested Upgrades are included in this Scope of Work: Installation of total underground transformers (TUT's) in place of standard padmount transformers.

In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

Responsibilities of Parties

Town Responsibilities

- a) At least ten (10) business days prior to the scheduled commencement of Construction Work, hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements.
- b) At least ten (10) business days prior to the scheduled commencement of Construction Work, give PSE written notice to proceed with the Construction Work to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector.
- c) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the Town and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.
- d) Coordinate other utility conversion, removal and relocation from PSE's poles.
- e) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.
- f) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.
- g) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.
- h) Provide flagging and traffic control as required for all work performed by the Town.
- i) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities) in accordance with PSE standards and specifications using ducts and vaults provided by PSE. “Proofing” as used herein is defined as verification using a mandrel that the duct and vault

system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.

- j) Provide at least five (5) business days' notice for scheduled delivery of PSE vaults by PSE's vault supplier.
- k) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The Town shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE's custody.
- l) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.
- m) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.
- n) Facilitate weekly (or as otherwise agreed by the Town and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and its contractor(s), the Town and its contractor(s), and other utilities.
- o) Provide any necessary operating rights for the installation of PSE's facilities in accordance with PSE's Schedule 74 Section 3 and as mutually agreed by the PSE and the Town. Operating rights are further addressed in the Operating Rights section of this Project Plan.
- p) Modify, reroute or replace service lines to Town owned facilities to connect to the Underground Distribution System.
- q) Following notification from PSE that Construction Work is complete, provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

- a) Following notice from the Town, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.
- b) Following notice from the Town, provide inspection services needed for overseeing the proper installation of ducts and vaults by the Town.
- c) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the Town. PSE will provide a mandrel to the Town to be used in proofing of the duct and vault system.
- d) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.
- e) Install (except for ducts and vaults installed by the Town) and energize the Underground Distribution System. Provide written notice to the Town when the Underground Distribution System is energized.

- f) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see Town Responsibility item “f” concerning trenching responsibility). PSE will notify the Town for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.
- g) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.
- h) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE’s poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable Town standards or specifications.
- i) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the Town during installation of ducts and vaults in conjunction with Town performed trenching, excavation, back-fill and restoration).
- j) Attend weekly (or as otherwise agreed by the Town and PSE) construction coordination meetings facilitated by the Town and its contractor during periods of Conversion Project construction.

Operating Rights

The Underground Distribution System will be located within Public Thoroughfare except as described in the Operating Rights Attachment. The Construction Work will not be released by PSE for construction until i) all operating rights necessary for the installation of PSE’s facilities have been obtained and have been verified by PSE, or ii) the Town otherwise signs an agreement releasing PSE from any and all financial obligations associated with the location or relocation of PSE facilities resulting from commencement of construction prior to acquisition of all identified necessary operating rights.

Construction Work Schedule

The Construction Work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the Town and PSE or circumstances beyond the reasonable control of the Town and/or PSE preclude such performance.

Installation of ducts and vaults: 30 Working Days

Installation and energization of the Underground Distribution System: 15 Working Days

Removal of overhead facilities: 5 Working Days

Work Schedule Restrictions: As permitted by the Town

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and a Schedule 74 Construction Agreement are not fully executed within ninety (90) days from this date, the estimated costs shall be subject to revision.

The scope of work provided for in the previously executed Design Agreement has been completed with written acceptance of this Project Plan by the Town and PSE. The Construction Cost Estimate reflects and provides for Construction Work costs commencing with PSE attendance at the required pre-construction meeting and receipt of the Town's written notice to proceed with Construction Work. Work performed and/or costs incurred by PSE in response to Town request following acceptance of the Project Plan and prior to the pre-construction meeting are not included in the Construction Cost Estimate, and shall be subject to addition to the Construction Cost Estimate by revision as described below.

Estimated Inspection and Service Provider Outside Services costs are based on 2020 contract rates. Costs for Construction Work performed by PSE after Feb. 2021 shall be subject to revision to reflect PSE Service Provider contract rates which become effective after this date.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs that differ from estimated costs shown in the Construction Cost Estimate Summary. In the event performance of the Construction Work cannot or does not proceed substantially as provided in this Project Plan, such changes shall promptly be brought to the attention of PSE and the Town when anticipated or known and shall be documented in a revision to the Construction Cost Estimate (a "Cost Estimate Revision") mutually agreed and executed by the Town and PSE.

Project Assumptions

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement and addressed by a Cost Estimate Revision.

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the Town within five (5) business days notice of completion from the Town. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the Town will perform the necessary remedial work. The Town will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system, including existing ducts and vaults if applicable, to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A Town Right of Way Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the Town). There will be no charge for the permit or inspection fees.
5. The estimated daily productivity rate for PSE duct and vault installation is based on the Town's contractor opening a minimum of 80 feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of five days advance notice and must be mutually agreed between the Town and PSE.
6. Attendance by the PSE Project Manager at scheduled weekly construction coordination meetings is included and reflected in the Construction Cost Estimate during periods when the PSE ducts and vaults are actively being installed and when the PSE line crew is performing installation, energization, cut-over and removal work. Attendance at additional meetings that may be requested/required during other periods will be addressed by a Cost Estimate Revision.
7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included and if requested/required will be addressed by a Cost Estimate Revision.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. Cut-over and transfer work will be completed during regular working hours except as described in Schedule Assumption #3 below. Changes in the performance of this work will be addressed by a Cost Estimate Revision.
10. New guy anchors shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the Town.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required, associated costs will be a Shared Cost and addressed by a Cost Estimate Revision.

Schedule

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.
2. All PSE Construction Work will be performed during regular working hours from 8AM – 5PM excluding holidays. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of 8AM – 5PM. PSE and the Town will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.
3. PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when cutting over and transferring system and customer loads from the overhead distribution system to the Underground Distribution System. Cut-over and transfer work will be performed during the regular working hours specified in Schedule Assumption #2 above except as otherwise provided below. PSE will notify customers at least two (2) business days in advance of scheduled service interruptions.

Additional Considerations

Service Lines

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as described in as listed in the Construction Drawings. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

New Service

Connection of new or increased load for Town facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the Town have been provided to the Town in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2013". All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the Town will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall

be provided by PSE. As used herein, “temporary support” means supporting one or more poles for a continuous working period of ten hours or less.

Acceptance of Project Plan

The Town and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the Town:

For PSE:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

Scope of Work

PSE to Convert about 3,700 feet of overhead distribution lines to underground at the Town of Yarrow Point along 91st Ave NE from NE 42nd St. north to one span south of 92nd Ave NE. Including NE 42nd St. East and West of the intersection. The Town of Yarrow Point will be responsible for installing the Duct & Vault, and PSE will be responsible for installing the new distribution system and removing existing overhead facilities.

To: Town of Yarrow Point
4030 95th Ave NE

Yarrow Point, WA 98004

Attn: Stacia Schroeder

Project Description: Schedule 74
Location: 91st Ave NE & NE 42nd St
PSE Project Manager: Fremont Aguinaldo

Activity: PSE Order #:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders
	City Cost Share	40%	City Cost Share	40%	PSE Cost Share	60%	
PSE Materials							
PSE Construction Labor		\$7,137.16		\$105,667.40			City Obligation \$0.00
PSE Project Management				\$4,213.63			PSE Obligation \$0.00
PSE Inspection				\$25,883.52			
PSE Overheads		\$10,524.20		\$86,795.19			
Federal Income Tax		\$1,152.70		\$22,863.00			
Total Actual Costs:		\$18,814.06		\$373,163.97			
TOTAL PROJECT VALUE:							
Town of Yarrow Point Obligation Incl/CO's: \$391,978.03							
Town of Yarrow Point Credit for D+V: \$156,791.21							
PSE Billable Amount to Customer: 0							
\$156,791.21							

Date: 10/7/2020

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

Agenda Bill 20-34
October 13, 2020

Gray & Osborne Change Order #2 - Construction Support	Proposed Council Action: For approval
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Presented by:	Town Engineer – Stacia Schroeder, PE
Exhibits	Amendment No. 2 to Contract for Professional Engineering Services Exhibit A – Scope of Work Exhibit B – Engineering Service Scope and Estimated Costs

Summary:

NOTE: This agenda item is only applicable if the Town Council approves the low bidder as presented in Agenda Bill No. 20-32.

Gray & Osborne, the civil engineer, submitted a proposal for construction support (\$87,500.00). Tasks included in this amendment are detailed in the attached Amendment No. 2.

Most notably the new scope of work includes construction staking, construction inspection, and assisting town staff with project management activities such as reviewing submittals, responding to requests for information (RFIs), and preparing record drawings.

Past experience has shown that construction staking and additional staff support is necessary to complete this project.

Recommended Action:

Approve Gray & Osborne, Inc. Amendment No. 2 to original Contract for Professional Engineering Services.

**AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
G&O JOB NO. 19456**

THIS AMENDMENT, by and between the Town of Yarrow Point, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) March 11, 2019, for additional services related to the NE 42nd Street/91st Avenue NE Stormwater Upsizing and UGC.

For construction inspection and management services, see attached Exhibits A and B.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

TOWN OF YARROW POINT

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 9/17/2020

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

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

Gray & Osborne, Inc. has completed the design for replacing the storm drainage system on NE 42nd Street and for the installation of underground utilities on NE 42nd Street and 91st Avenue NE, scheduled to start construction on or about January 11, 2021. Prior to the start of construction for this project, the City of Bellevue Utilities Department will replace an existing AC water main within the project limits.

The Town has now requested that Gray & Osborne provide assistance regarding the inspection and construction management for the project. The project work will include saw cutting and removal of existing asphalt and concrete pavement, removal of existing drainage infrastructure, trenching and installation of drainage and joint utility facilities, driveway reconstruction, asphalt patching, utility coordination, traffic control, erosion control, and surface restoration. Our scope includes construction staking, inspection, and various construction support activities described herein. The contract time for substantial and physical completion is expected to be 125 and 135 working days, respectively.

SCOPE OF WORK

1. **Project Management** – Provide overall project management services including:
 - a. Dedicate sufficient staff resources to the project.
 - b. Monitoring of Contractor’s compliance with schedule.
 - c. Monitoring of project budget.
 - d. Provide monthly progress reports and invoices.
2. **Preconstruction Services** – Attend preconstruction conference, prepare meeting agenda, and prepare and distribute meeting minutes.
3. **Construction Staking** – Provide construction survey staking in compliance with the contract documents. All such work shall be performed under the supervision of a Washington State licensed professional land surveyor (P.L.S.).

4. **Construction Management Services** – Provide office services to support Contractor inquiries and field activities to include correspondence and:
 - a. Perform material submittal reviews.
 - b. Attend up to 12 weekly construction meetings with the Town, Contractor, utility companies, and other stakeholders deemed necessary to facilitate construction and construction coordination. Gray & Osborne’s Inspector will attend these meetings.
 - c. The Inspector will coordinate quantities for payment with the Contractor in the field. The Town will prepare monthly pay estimates.
 - d. Answer Contractor requests for information (RFIs), provide Contractor timely interpretation of contract documents, and review Contractor testing laboratory reports, as may be requested.
 - e. Assist the Town with negotiation of change orders as may be applicable. For budgeting purposes, we have assumed up to 12 hours of Project Engineer and Technician time for this task.
 - f. Prepare record drawings based on Contractor’s submittal of drawing markups. One original copy of the final record drawings will be provided to the Town.
 - g. Review the project with the Town and Contractor prior to issuing Substantial Completion and develop a punch list. The Inspector will verify the punch list items are completed and notify the Town and Engineer prior to issuance of the Notice of Physical Completion.

2. **Construction Inspection** – Provide on-site inspection services to observe the progress of the work and determine, in general, that the work is proceeding in accordance with the contract documents. Observation documentation will include Inspector’s Daily Reports, Weekly Quantity Reports, Weekly Working Day Reports, and Report of Force Account Work. This contract has budgeted inspection hours based on providing part-time inspection from notice to proceed until utility-provided materials have been delivered (approximately 4 weeks), full-time inspection during installation of the storm drainage system and utility facilities (6 weeks), part-time inspection during utility conversions (10 weeks), and site restoration and closeout (2 weeks), as well as the Inspector’s attendance at weekly construction meetings, 8-hour workdays (maximum), punch list preparation, and final project walkthrough.

ASSUMPTIONS

1. This scope of work does not anticipate nor include overtime (more than 40 hours per week) or a contract duration in excess of 125 working days to Substantial Completion, and 135 working days to Physical Completion.
2. This scope of work assumes the Town will prepare all correspondence (except submittals and RFIs) with the Contractor including Notice to Proceed, pay estimates, punch list, notice of substantial and physical completion letters, Notice of Completion of Public Works Contract, release of retainage, etc.
3. This scope of work assumes the project will be completed in the 2021 calendar year.
4. Funding for the project is from local and utility funds.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

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

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	Civil Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Field Inspector Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	8						
2 Preconstruction Services		8			4		
3 Construction Staking		2			4	4	16
4 Construction Management Services	8	40	40	24			
5 Construction Inspection	8	16			480		
Hour Estimate:	24	66	40	24	488	4	16
Fully Burdened Billing Rate Range:*	\$112 to \$177	\$99 to \$177	\$99 to \$177	\$48 to \$116	\$81 to \$145	\$109 to \$135	\$144 to \$212
Estimated Fully Burdened Billing Rate:*	\$155	\$150	\$112	\$95	\$125	\$145	\$210
Fully Burdened Labor Cost:	\$3,720	\$9,900	\$4,480	\$2,280	\$61,000	\$580	\$3,360

Total Fully Burdened Labor Cost: \$ 85,320

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 2,020

Printing \$ 160

TOTAL ESTIMATED COST: \$ 87,500

* 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 20-35
October 13, 2020

1. Out West Landscape & Irrigation, Inc. bid for Town Entry Improvement Project 2. Town Entry Landscaping Plan	Proposed Council Action: For approval
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Presented by:	Deputy Clerk Austen Wilcox
Exhibits	Bid received September 17, 2020

Summary:

The Park Commission is requesting approval to complete Phase 2 of the town entry improvement project. The Park Commission worked with JGM Landscape Architects and finalized a landscape plan.

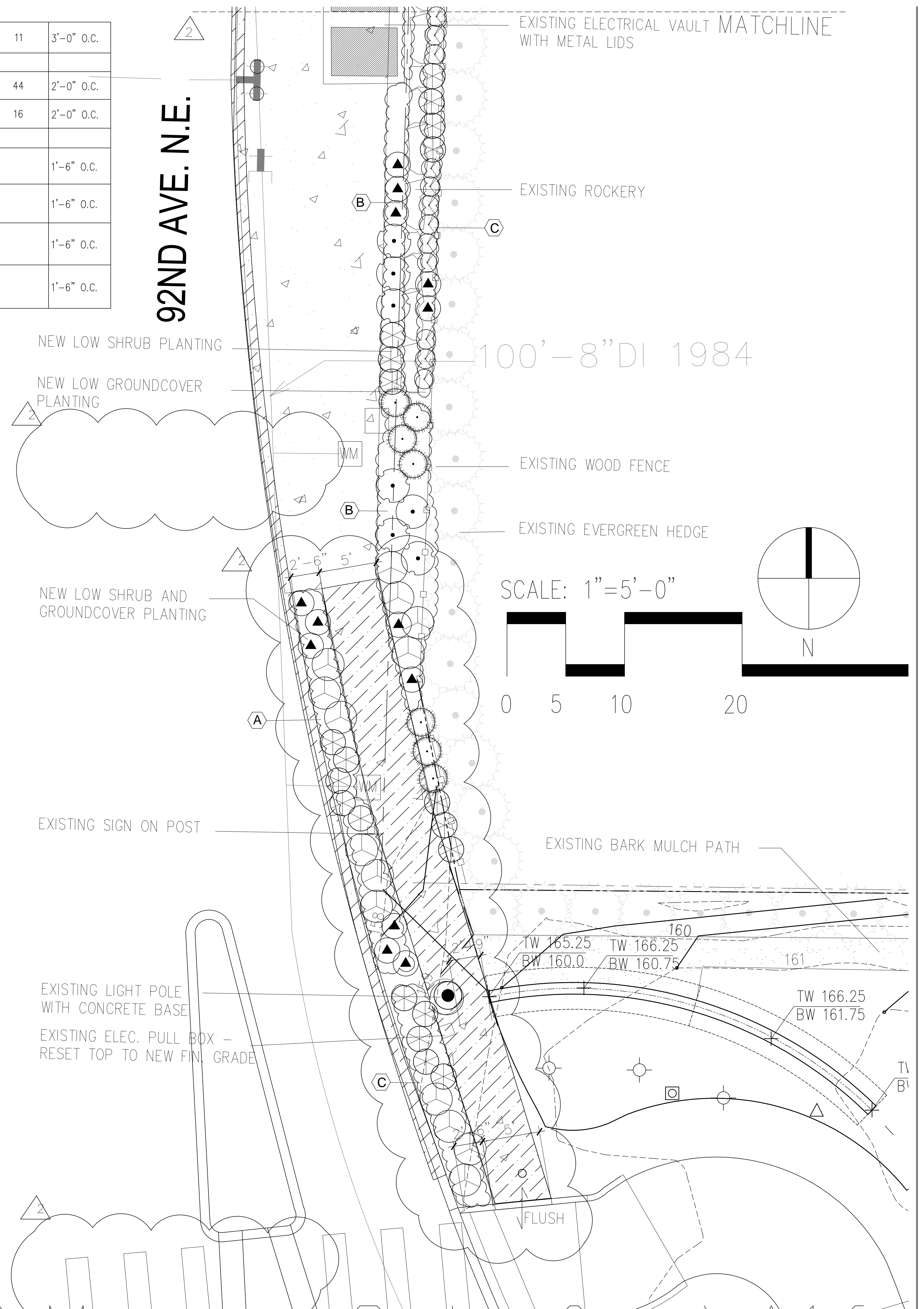
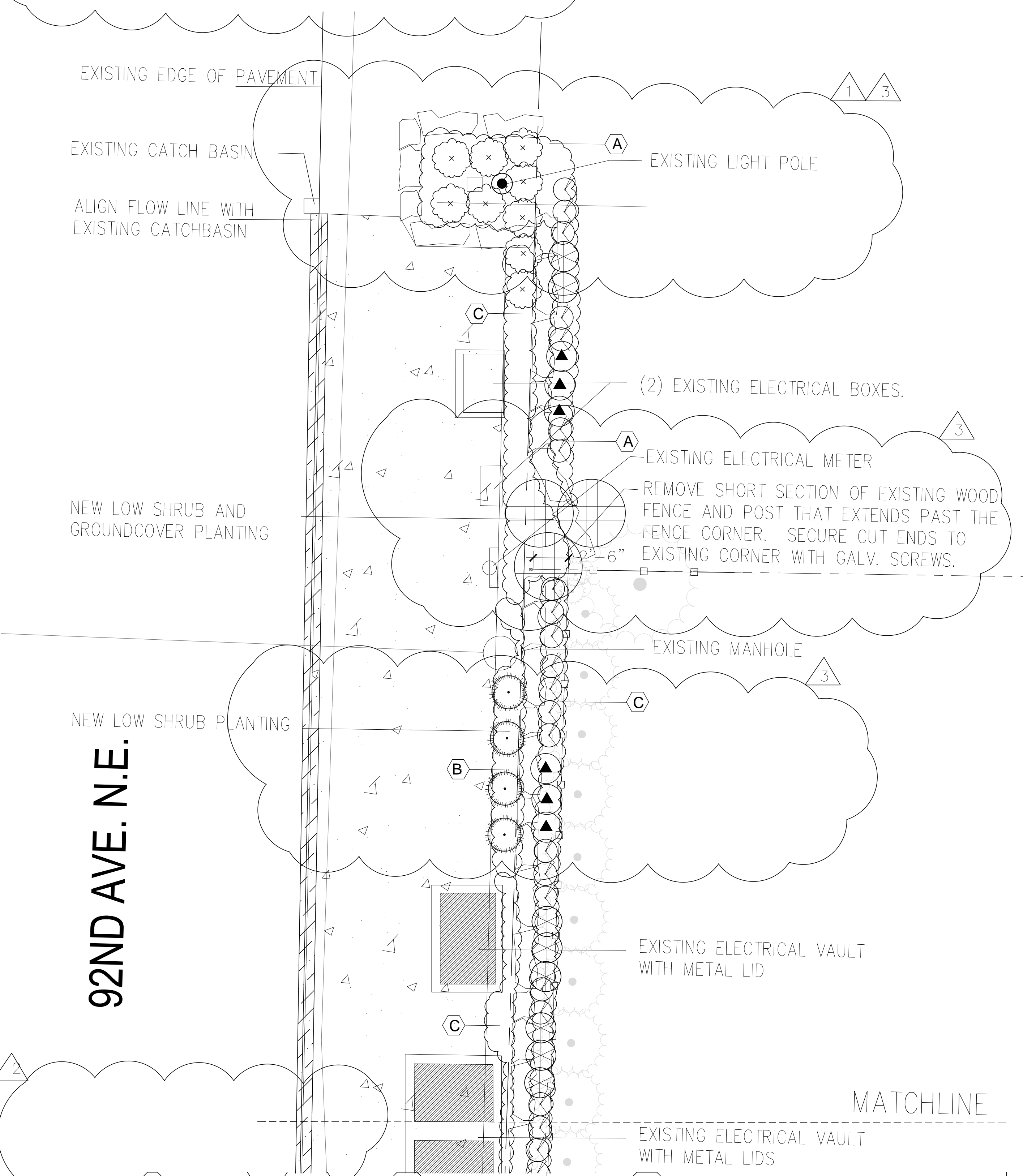
Recommended Action:

Approve bid received September 17, 2020 from Out West Landscape & Irrigation, Inc. in the amount of \$7,969.50 to fulfill the Park Commission's Phase 2 of the town entry improvement project.

PLANT SCHEDULE:

SYMBOL	BOTANICAL NAME/ COMMON NAME	SIZE AT PLANTING	QTY.	SPACING
TREES				
	EXISTING TREES TO SAVE AND PROTECT			
	EXISTING SHRUBS TO SAVE AND PROTECT			
SHRUBS AND GRASSES				
	ARBUS UNEDO 'ELFIN KING' / DWARF STRAWBERRY TREE	18" HT., 3-GAL POT	7	4'-0" O.C.
	LAVANDULA ANGUSTIFOLIA 'HIDCOTE' / LAVENDER	12" HT., 2-GAL POT	12	3'-0" O.C.
	OSMANTHUS XFORTUNEI 'SAN JOSE' / OSMANTHUS	30" HT., 5-GAL POT	3	4'-0" O.C.
	PENNISSETUM ALOPECUROIDES 'HAMLIN' / FOUNTAIN GRASS	12" HT., 1-GAL POT	28	3'-0" O.C.

	OSMANTHUS HETEROPHYLLUS 'GOSHIKI' / HOLLY-LEAF OSMANTHUS	18" HT., 3-GAL POT	11	3'-0" O.C.
PERENNIALS				
	CROCOSMIA CROCOSMIFLORA / MONTBRETIA	8" HT., 1-GAL POT	44	2'-0" O.C.
	LIRIOPE MUSCARIA / BIG BLUE LILY TURF	8" HT., 1-GAL POT	16	2'-0" O.C.
GROUNDCOVERS				
	RUBUS CALYCINOIDES / EVERGREEN BRAMBLE	4-INCH POT		1'-6" O.C.
	MAHONIA REPENS / CREEPING MAHONIA	4-INCH POT		1'-6" O.C.
	SEDUM VARIETIES / SPREADING STONECROP	4-INCH POT		1'-6" O.C.
	HELIANTHEMUM NUMMULARIUM / SUN ROSE - ORANGE OR SALMON COLOR FLOWER	4-INCH POT		1'-6" O.C.



JGM
 LANDSCAPE ARCHITECTS
 INCORPORATED P.S.
 LANDSCAPE ARCHITECTURE
 URBAN DESIGN
 SITE PLANNING
 PARKS AND RECREATION PLANNING
 12610 NE 104TH ST.
 KIRKLAND WA 98033
 PH: 425.454.5723
 FX: 425.822.3525
 E: jgm@jgm-inc.com

Yarrow Point Entry Drive Improvements
 Yarrow Point, WA

REVISIONS/DRAWING ISSUES:

1	2-12-2020
2	3-12-2020
3	9-1-2020

Drawn by: CL
 Checked by: CL

STATE OF WASHINGTON
 REGISTERED
 LANDSCAPE ARCHITECT
 Craig A. Reig
 CERTIFICATE NO. 442

DATE: 4-30-2020
 LAST UPDATE:
 CAD FILE:
 DRAWING TITLE
 PLANTING PLAN
 SHEET NUMBER
 L3.0