

**YARROW POINT
TOWN COUNCIL MEETING AGENDA**

May 10, 2022

7:00 p.m.

Town Hall 4030 95th Ave NE, Yarrow Point, WA. 98004

1-253-215-8782 Meeting ID: 817 1983 6376#

Members of the public may participate in person at Town Hall or by phone/online. Town Hall has limited seating available up to 15 public members. Individuals who call in remotely who wish to speak live should register their request with the Deputy Clerk at 425-454-6994 or email depclerk@yarrowpointwa.gov and leave a message before 4:30PM on the day of the May 10, 2022, Council meeting. Wait for the Deputy Clerk to call on you before making your comment. If you dial in via telephone, please unmute yourself by dialing *6 when it is your turn to speak. Speakers will be allotted 3-minutes for comments. Please state your name and address and you will be asked to stop when you reach the 3-minute limit.

Join on your computer or mobile app

Or call in (audio only)

1-253-215-8782

Meeting ID: 817 1983 6376#

<https://us02web.zoom.us/j/81719836376>

PLEDGE OF ALLEGIANCE

CALL TO ORDER: Mayor Katy Kinney Harris

COUNCIL ROLL CALL: Stephan Lagerholm, Carl Scandella, Chuck Porter, Andy Valaas and Kathy Smith

1. APPROVAL OF AGENDA:

Page No.

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2. STAFF REPORTS: (10-minutes)

2-14

3. MINUTES: (3-minutes)

- April 12, 2022 regular Council meeting

15-19

4. CONSENT CALENDAR: (5-minutes)

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.

20-55

APPEARANCES/PUBLIC COMMENT:

Members of the public may speak concerning items that either are or are not on the agenda. The Council takes these matters under advisement. Please state your name and address and limit comments to 3 minutes. If you call in via telephone, please unmute yourself by dialing *6 when it is your turn to speak. Comments via email may be submitted to depclerk@yarrowpointwa.gov or regular mail to: Town of Yarrow Point 4030 95th Ave NE Yarrow Point, WA. 98004

REGULAR BUSINESS: (40-minutes)

- | | | |
|-----|--|---------|
| 5. | AB 22-32 – 2023-2028 Capital Improvement Plan / Transportation Improvement Plan | 56-63 |
| 6. | AB 22-33 – PSE Schedule 74 Underground Conversion Design Agreement: 4000-4700 94 th Ave NE | 64-73 |
| 7. | AB 22-34 – 2022 Stormwater Annual Clean & Camera Bid Results and Proposal | 74-98 |
| 8. | AB 22-35 – Resolution approving and authorizing ILA Disposition of property agreement with KCWD #1
Resolution No. 362 | 99-104 |
| 9. | AB 22-36 – Honorary Payment to the Mayor
Ordinance No. 717 | 105-106 |
| 10. | AB 22-37 – Little Lending Library Proposed Designs and Site Options | 107-112 |
| 11. | AB 22-38 – Commemorate Istvan Lovas' 25 years of service to the Town of Yarrow Point
Resolution No. 363 | 113-114 |

12. MAYOR & COUNCIL REPORTS: (5-minutes)

13. 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@yarrowpointwa.gov*

STAFF REPORTS

1. Police Report
2. Fire-EMS Reports (Not submitted.)
3. Town Engineer Report: NE 36th Street Status Report
4. Commission Minutes:
 - April 18, 2022 Planning Commission Meeting
 - April 26, 2022 Park Board Meeting



MEMO

To: Yarrow Point City Council
From: Chief Kyle Kolling
Date: May 10, 2022
Re: April 2022 Summary

Greetings,

April was a light month for training:

- Regular monthly training through PoliceOne Academy continued with 2 hours of instruction on Airborne and Bloodborne Pathogens.
- Corporals Cobrea and Humphreys attended a 3 day training on managing critical incidents.
- Chief Kolling and Lieutenant Hanson attended a training on detecting and responding to the warning signs of police suicide in law enforcement.

2 Facebook posts were created in April which reached over 754 people. Our page garnered over 90 engagements this month by the public (reactions, comments, and shares). In addition, the Sentinel e-newsletter continued with five editions published to almost 800 recipients. We now have 148 followers on our Instagram account. Our Twitter account now has 24 followers and growing.

The Clyde Hill Police Department received our Certificate of Compliance of the In-Service Training Mandate for 2021 from the Washington State Criminal Justice Training Commission. This certificate confirms that the department has met the state requirement of WAC 139-05-300 and that each of our officers have completed at least 24 hours of annual in-service training.

We will soon be updating our "Breaking News" section of the Clyde Hill Police Departments website to include information about recently signed House Bills 1719 (concerning use and acquisition of military equipment by law enforcement agencies), 1735 and 2037 (modifying the standard for the use of force by peace officers). This section of the website now contains a power point presentation on said House Bills and clarifies what changes will be made within law enforcement agencies. This presentation was also provided to each of Clyde Hills Officers. This presentation not only allows Clyde Hill PD to better serve the community safely and constitutionally, but it also allows the public to educate themselves on new

legislature and to better understand what adjustments and changes are taking place within their local Police Department.

Washington State Criminal Justice Training Commission

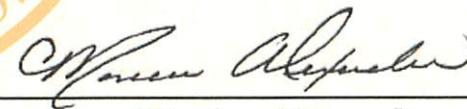
Hereby recognizes that

Clyde Hill Police Department

Has satisfactorily met the requirements of WAC 139-05-300 to achieve

2021 Compliance of the In-Service Training Mandate

Given April 19, 2022



Monica Alexander
WSCJTC Executive Director



Town of Yarrow Point
April 2022

22-1448	04-08-2022	4200 BLK 94 th Ave NE	Found Property	Stroble
Caller returned home after several months of being out of town and found a strange credit card on the ground by their house. They were unable to determine who the card belonged to and is currently going through security footage to see if they can find any suspicious activity. Caller was advised to reach back out if any suspicious activity was discovered. No crime, report for information/documentation purposes only.				



Town of Yarrow Point ACTIVITY REPORT

	April 2022	March 2022	2022 YTD	2021 YTD
CRIMES AGAINST PERSONS				
Assault	0	0	0	0
Domestic Violence/Disturbance	0	0	0	2
Harassment	0	0	0	1
Order violation	0	0	0	0
Rape/sex offenses	0	0	1	0
Robbery	0	0	0	0
Other (<i>Abuse, APS, civil, CPS, custodial interference, extortion</i>)	0	0	0	1
PROPERTY CRIMES				
Burglary	0	0	1	1
Fraud	0	0	0	1
MV Prowl	0	1	1	2
MV Theft	0	0	0	0
Theft	0	1	2	2
Other (<i>Arson, illegal dumping, malicious mischief, prowler, trespass</i>)	0	0	6	2
ARRESTS				
Drug/alcohol	0	0	0	0
Warrants	0	0	0	0
Other	0	0	1	1
TRAFFIC ACTIVITY				
Criminal Traffic	0	0	0	0
Infractions	2	7	29	8
Warnings	4	5	14	38
Traffic accidents	0	0	0	0
Traffic stops	8	13	41	43
OTHER				
Alarms	0	3	6	12
Complaints				
~Animal	0	0	1	1
~Fireworks	0	0	0	0
~Noise	0	0	2	1
~Parking	5	6	27	19
~Soliciting	0	0	0	0
Deaths	0	0	0	0
Suspicious	2	3	8	4
Drug/alcohol	0	0	0	0
PUBLIC SERVICES				
Other Public Services (<i>area check, assist, community policing, contacts, direct enforcement/patrol, 911 hang-ups, fire assist, follow up, on-view, order service, walk through, welfare check</i>)	19	19	55	99



Issued Ticket Report Summary
Yarrow Point
4/1/2022 through 4/30/2022

Citations - Non-Traffic	0
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Criminal Traffic	0
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Infractions - Traffic	2	
<i>MV Transfer of Ownership Violation</i>	1	3200 BLK 92ND AVE NE
<i>MV Failure to Renew Registration</i>	1	8800 BLK POINTS DR NE

Infractions - Parking	0	
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PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
5/10/22	2022 NE 36 th Stormwater Project	Stacia Schroeder

STATUS SUMMARY

The 2020 Town of Yarrow Point Stormwater Management Plan was published last May. In short, the new study incorporated known stormwater pipe alignments and sizes into the latest modeling software to identify and prioritize future capital improvement projects (CIPs) throughout the Town.

A stormwater connection from 92nd Ave NE to NE 36th Street was identified as CIP #1. This project diverts flows along 92nd (south of NE 36th St) as well as Points Drive NE (east of the round-a-bout) to the storm system in NE 36th Street. As part of this project, several pieces of the NE 36th Street stormwater infrastructure (ie. catch basins, broken pipes, and cross bores) will be addressed.

Our current CIP identifies this project as both S-1 (\$280,000 for design and construction) and T-1 (\$160,000 for full grind and overlay). There is no power, phone, or cable conversion associated with this project.

Gray & Osborne, the Town's 3-year On-Call Engineer, is currently working on the design. Staff is expecting 60% submittal documents (ie. plans, specifications, and an estimate) for review in 3 weeks. Town staff will review the documents and assuming minimal comments, we expect the final bid package just before the July 4th weekend. We intend to bid and construct the project this year with the grind and overlay to be done in the summer of 2023.

PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Survey	100	January 2021	PACE/ Town Engineer	
Design	30	Spring/ Summer 2022	Town Engineer	
Bid	0	Spring/ Summer 2022	Town Engineer	
Construction	0	Summer/ Fall 2022	Town Engineer	Overlay Summer 2023

BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
Dec. 2020 – Mar. 2021 Town Engineer Design/ Bid	\$12,250	\$781.25		CIP S-2: Design \$25,000; Project Management
Jan. 2021 – Mar. 2021 PACE Surveying Consultant	\$12,750	\$12,750.00		Completed; Task Order No. 2

Total:	\$25,000	\$13,531.25		
Summer/ Fall 2022 Stormwater Contractor TBD.	\$223,200.00	\$0.00		CIP S-1: \$280,000 Budget;
Jan. 2022 – Apr. 2022 Town Engineer Project Management	\$20,000.00	\$906.25		
Apr. 2022 – Civil Engineering Consultant Gray & Osborne, Inc	\$36,800.00	\$0.00		
Total:	\$280,000.00	\$906.25		
Summer 2023 – King County Roads (2-inch grind and overlay)	TBD.			CIP T-1: \$160,000 Budget
Total:	\$160,000.00			

RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS

**TOWN OF YARROW POINT
PLANNING COMMISSION REGULAR MEETING MINUTES
April 18, 2022**

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

CALL TO ORDER:

Substitute Planning Commission Chairman David Feller called the meeting to order at 7:07 p.m.

PRESENT:

Chairman: Carl Hellings – Excused absence

Commissioners: Chuck Hirsch – Excused absence
Jeffrey Shiu
David Feller
Lee Sims

Staff: Austen Wilcox – Deputy Clerk
Emily Miner – Town Deputy Attorney

Guests: Carl Scandella – Councilmember
Maureen Boctor – Resident
Debbie Prudden – Resident

APPEARANCES:

Debbie Prudden resident at 3805 94th Ave NE discussed privacy and view issues relating to hedges.

MINUTES:

- February 15, 2022 Special Meeting
- March 8, 2022 Joint Town Council and Planning Commission Special Meeting

MOTION: Motion by Commissioner Sims seconded by Commissioner Shiu to approve the minutes of the February 15, 2022 special meeting as presented.

VOTE: 3 For, 0 Against. Motion carried.

MOTION: Motion by Commissioner Sims seconded by Commissioner Shiu to approve the minutes of the March 8, 2022 Joint Town Council and Planning Commission Special Meeting as presented.

VOTE: 3 For, 0 Against. Motion carried.

STAFF REPORTS:

Deputy Clerk Wilcox noted the Council's direction for the Planning Commission's 2022 Work Plan.

REGULAR BUSINESS:

PCAB 22-04 – Discuss 2022 Planning Commission Work Plan

Attorney Emily Miner discussed direction by the Town Council to conduct a narrowly tailored review of amendments to the tree code to consider adding incentives for reduced setbacks and increased lot coverage to preserve significant trees.

The Commissioners in attendance discussed an incentives program and would ultimately like to receive input from the two members who were not in attendance. The consensus from the members in attendance was that incentives could decrease property values. Alternative incentives and funding options will be considered and presented from legal staff at the next Planning Commission meeting.

They further discussed:

- Reporting and transfer of designated significant trees during home sales.
- Enforcement.
- Clear cutting.
- Tree density ratio.

Discussion items for next meeting:

- Review trees and hedges.
- Review hedge complaints.

Councilmember Scandella suggests providing information for property owners during permit submittals for their consideration on the benefits to saving trees on their properties.

ADJOURNMENT:

MOTION: Motion by Commissioner Shiu seconded by Commissioner Sims to adjourn the meeting at 8:04 p.m.

VOTE: 3 For, 0 Against, 0 Abstain. Motion carried.

APPROVED:

ATTEST:

David Feller, Substitute Chairman

Austen Wilcox, Deputy Clerk

**TOWN OF YARROW POINT
PARK BOARD REGULAR MEETING MINUTES
April 26, 2022
7:00 p.m.**

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

CALL TO ORDER:

Park Board Chairman John McGlenn called the meeting to order at 7:00 p.m.

IN ATTENDANCE:

Chairperson: John McGlenn

Members: Doug Waddell
Dicker Cahill
Carolyn Whittlesey
Krista Fleming
Robert Afzal
Kathy Smith *Ex officio member*

Mayor: Katy Kinney Harris

Guests: Pat Feltn – Resident
Pam Carver – Resident
Maureen Boctor – Resident

APPEARANCES

Laurie Bugbee resident at 9426 NE 37th Pl thanked the Park Board for their efforts to create a plan to maintain Sally's Alley. She shared comments about the Sally's Alley Master Plan and has concerns about potential nuisances created by some of the inclusions in the Plan.

REGULAR BUSINESS:

PB AB 22-04 Sally's Alley Master Plan – Discussion

Park Board Member Cahill discussed the granted easement agreement at address 3801 95th Ave NE.

The Park Board discussed:

- What is town property & what is private property.
- Legalities of requiring 3801 95th Ave NE to reroute driveway off of Town property. Town legal staff will provide opinion.
- Private property entrances to Sally's Alley on 94th & 95th and beautifying surfaces.

- Sally's Alley Master Plans. Keep Sally's Alley natural looking with a clear path with designated entrances. No tables and only a few benches.

PB AB 22-05 Spring Cleanup

The Park Board discussed areas in need of clean up.

Grasses at entry.

New plantings all need help.

Discussed redoing pump for Town fountain to be a closed system.

OTHER REPORTS:

Ex officio member Kathy Smith discussed an informational plaque honoring late resident Peter D. Swindley.

ADJOURNMENT:

Park Board Chairman John McGlenn adjourned the meeting at 8:00 p.m.

APPROVED:

ATTEST:

John McGlenn, Park Board Chairman

Austen Wilcox, Deputy Clerk

**TOWN OF YARROW POINT
COUNCIL REGULAR MEETING MINUTES
April 12, 2022
7:00 p.m.**

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

CALL TO ORDER:

Mayor Katy Kinney Harris called the meeting to order at 7:00 p.m.

PRESENT:

Mayor: Mayor Katy Kinney Harris

Councilmembers: Stephan Lagerholm – Excused absence
Carl Scandella
Chuck Porter
Andy Valaas
Kathy Smith

Staff: Bonnie Ritter – Clerk-Treasurer
Austen Wilcox – Deputy Clerk
Scott Missall – Town Attorney

Guests: Dawn Hanson – Clyde Hill Police Department
Lindsay Masters – ARCH representative
Cheryl Pietromonaco – Resident
Mary Jane Swindley – Resident
Robert Afzal – Resident
Greg Hoyle – Resident

1. APPROVAL OF AGENDA

MOTION: Motion by Councilmember Smith seconded by Councilmember Porter to add AB 22-32 appointment of Robert Afzal to the Park Board to the agenda.

VOTE: 4 For, 0 Against. Motion carried.

MOTION: Motion by Councilmember Scandella seconded by Councilmember Smith to approve the agenda as amended.

VOTE: 4 For, 0 Against. Motion carried.

2. STAFF REPORTS:

A. Police Report

Lieutenant Dawn Hanson gave a report on March police activity and discussed response and safety precautions relating to recent shoplifting in commercial retail stores in the area.

B. First Quarter 2022 Financial Report

Clerk Treasurer Ritter provided the financial report for the first quarter of 2022.

3. MINUTES

A. Minutes of March 8, 2022 Regular Meeting

MOTION: Motion by Councilmember Porter seconded by Councilmember Valaas to approve the February 8, 2022 regular minutes as presented.

VOTE: 4 For, 0 Against. Motion carried.

B. Minutes of March 8, 2022 Joint Town Council and Planning Commission Special Meeting

MOTION: Motion by Councilmember Valaas seconded by Councilmember Smith to approve the February 28, 2022 joint special meeting minutes as presented with the addition of a signature line by the Mayor.

VOTE: 4 For, 0 Against. Motion carried.

4. CONSENT CALENDAR:

MOTION: Motion by Councilmember Scandella seconded by Councilmember Porter to approve the Consent Calendar as presented. The Payment Approval Report dated 4/6/2022 approving payments as shown totaling \$172,955.15 plus payroll, benefits, and tax expenses of \$31,755.13 as shown on the attached payroll & benefits report for a total of \$204,710.28.

VOTE: 4 For, 0 Against. Motion carried.

APPEARANCES:

Cheryl Pietromonaco resident at 3445 92nd Ave NE discussed her hedge and setback complaint that was denied. She is asking for a motion for reconsideration of the hedge violation. Council thanked Ms. Pietromonaco and will take her request under advisement.

Greg Hoyle resident at 3817 95th Ave NE discussed his previous suggestion to rename Town Hall the "Peter Swindley Building." He discussed a mailbox pagoda on 95th in need of a replacement and asked about the future undergrounding on 95th and plans for Sally's Alley improvements.

REGULAR BUSINESS

5. AB 22-27: ARCH Budget and Work Program; Trust Fund Project Funding; and Amended Interlocal Agreement; Approve Resolutions 356-358

Council had a discussion with ARCH representative Lindsay Masters and reviewed the supporting memo and resolutions for the request of town contribution.

MOTION: Motion by Councilmember Scandella, seconded by Councilmember Smith to adopt the following resolutions as presented.

VOTE: 3 for, 0 against, Councilmember Portion abstained. Motion carried.

Resolution No. 356: A Resolution of the Town Council of the Town of Yarrow Point, approving the 2022 Administrative Budget and submittal of \$2,447.00 (as requested), plus approval of the work program and submittal of \$7,553 to the Trust Fund, for a total of \$10,000.00 that the Town budgeted for 2022.

Resolution No. 357: A Resolution of the Town Council of the Town of Yarrow Point, Washington, giving ARCH permission to expend \$6,300.00 from the Town's portion of the ARCH trust fund. These funds were previously contributed to the Trust Fund by the Town

Resolution No. 358: A Resolution of the Town Council of the Town of Yarrow Point, Washington, authorizing the execution of Amendment No. 1 to the Amended and Restated Interlocal Agreement for ARCH with the corrected dates and spelling of the word "resolution."

6. AB 22-28: Annual Financial Report

Clerk-Treasurer Bonnie Ritter reviewed the 2021 Annual Report, to be submitted to the State Auditor according to RCW 43.09.230.

MOTION: Motion by Councilmember Porter seconded by Councilmember Valaas approve the 2021 Annual Report as presented, to be submitted to the State Auditor by May 30, 2022.

VOTE: 4 For, 0 Against. Motion carried

7. AB 22-29: Sport Court Repair Options

The coating on the sport court has not held long between coatings and is currently bubbling and chipping. We have received complaints and requests to have it repaired.

The town had the court coated in 2015 and then recoated summer of 2019. We received a quote in 2021 to have it recoated again in the amount of \$6,090.00. This amount, we have been told, would be higher today due to inflation factors.

Staff has been contacting companies to receive quotes and opinions on why the coating does not last. We have been told that drainage and the surrounding trees are problematic to the coating not holding up. One source believes that water could be soaking through the concrete from the bottom side up and making the coating bubble. The recommendation is to tile over the existing coating. The tile surface offered from both companies have a 15-year warranty.

There are two sets of quotes from both companies. The first two include a full installation of the tiles. The second set includes only the product and providing the edging around the perimeter. The remainder of the install would be left to the responsibility of the town.

Park Levy funds will qualify to cover the cost.

Costs for maintenance was discussed.

MOTION: Motion by Councilmember Valaas seconded by Councilmember Porter to authorize the Mayor to enter into a contract not to exceed \$20,000 to tile the Town's sport court.

VOTE: 4 For, 0 Against. Motion carried.

8. AB 22-30: Approving the Town's expenditure for a sharing surface in Sally's Alley

Many Town residents have expressed the desire to maintain a sharing surface to be centrally located in Sally's Alley. The sharing surface will create a space for town residents to share the bounty from their gardens with their neighbors. The sharing surface would temporarily be placed unobtrusively and safely off of the walking path in Sally's Alley until a permanent location is established in the final Sally's Alley Improvement Plan for the benefit of Town residents. The associated expense to purchase and install the bench is \$350.00.

MOTION: Motion by Councilmember Valaas seconded by Councilmember Smith to approve the installation and purchase for a sharing bench in Sally's Alley not to exceed \$350.00.

VOTE: 4 For, 0 Against. Motion carried.

9. AB 22-31: Plaque at Town Hall honoring late Peter D. Swindley

Create a plaque for Town Hall honoring late Peter D. Swindley, the resident architect who designed Yarrow Point Town Hall and many other homes in Yarrow Point.

Councilmember Scandella discussed the admiration for Peter D. Swindley and his impact to Yarrow Point and the reason for recognition. Councilmember Porter suggested consulting with Mary Jane Swindley on the design of the plaque. Councilmember Scandella suggested plaque similar in size to the one on Sally's Alley, that would document where the homes are that were influenced by Mr. Swindley, as well as the history of his influence. Councilmember Smith suggested forming a small committee to compile suggestions on the design of a plaque, and it's location.

MOTION: Motion by Councilmember Porter seconded by Councilmember Valaas to approve the creation a plaque honoring late Peter D. Swindley.

VOTE: 4 For, 0 Against. Motion carried.

10. AB 22-32: Appointing resident Robert Afzal to the Park Board

The Council recognized the Mayor's appointment of resident Robert Afzal to the Park Board to complete Kathy Smith's three-year term due to expire December 31, 2022.

11. MAYOR AND COUNCIL REPORTS:

Councilmember Porter:

- As a current Commissioner of the King County Water District No. 1, which serves part of Yarrow Point, there may be an actual or perceived inherent conflict between my role as a District Commissioner on the one hand, and my role as a Yarrow Point Town Councilmember on the other. To resolve this conflict and avoid any actual or appearance of impropriety, I formally recuse myself from all Town issues and Council matters and actions arising from or relating to any District business that may come before the Town Council.
- King County Water District #1 is listening to resident feedback regarding the dissolution of the water district to use the future funds for the purpose of utility undergrounding in Yarrow Point.

Councilmember Scandella:

- Councilmember Scandella recapped a Sound Cities Association meeting that he attended from Dow Constantine and the purchase of the La Quinta in Kirkland for permanent supportive housing.

Councilmember Valaas:

- Councilmember Valaas discussed the project tracking sheet and requested modifications.

Mayor:

- Friday April 22nd is Earth Day.
- Arbor Day is April 29th. She read a proclamation honoring Arbor Day. Yarrow Point ceremonially plants a tree every year and we will be planting a tree on April 29th at 10AM. Saplings will be available for residents for free.
- There is a high demand for paddleboard storage slots on NE 42nd St. Six new slots will be installed by the end of May. There is no parking for the beaches at NE 42nd and NE 47th Streets.

11. ADJOURNMENT:

MOTION: Motion by Councilmember Smith seconded by Councilmember Valaas to adjourn the meeting at 8:40 p.m.

VOTE: 4 For, 0 Against. Motion carried.

APPROVED:

ATTEST:

Katy Kinney Harris, Mayor

Bonnie Ritter, Clerk-Treasurer

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

Consent Calendar
May 10, 2022

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 and Payroll Reports
- Approve mailbox pagoda construction – BMS \$7,156.50

Recommended Action:

Motion to: Approve the Consent Calendar as presented including:

1. The Payment Approval Report dated 05/04/2022 approving payments as shown totaling **\$173,530.16**, plus payroll, benefits, and tax expenses of **\$33,451.30** as shown on the attached payroll & benefits report for a total of **\$206,981.46**.
2. BMS NW, Inc. estimate to construct new mailbox pagoda at 3930 95th Ave NE in the amount of \$7,156.50.

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Banner Bank					
700	Banner Bank	Constant Contact	04/17/2022	77.07	
700	Banner Bank	WA Mun Clerks Assn - Wilcox	04/17/2022	75.00	
700	Banner Bank	Office supplies	04/17/2022	418.11	
700	Banner Bank	Paddle Board rack, mutt mitts, bench, misc.	04/17/2022	2,047.28	
700	Banner Bank	AWS, subscriptions, etc.	04/17/2022	546.12	
700	Banner Bank	Town cell phones	04/17/2022	142.19	
700	Banner Bank	Ipads for Council	04/17/2022	2,313.42	17,000.09
Total Banner Bank:				5,619.19	
BERGEY, DAVID & MARIAN					
1032	BERGEY, DAVID & MARIA	Stamps and plaque - reimbursement	04/19/2022	33.62	1,725.46
Total BERGEY, DAVID & MARIAN:				33.62	
CASELLE, INC.					
1300	CASELLE, INC.	Contract support and maintenance for May	04/01/2022	710.15	2,840.60
Total CASELLE, INC.:				710.15	
CITY OF BELLEVUE					
212	CITY OF BELLEVUE	Sewer and water for Town Hall	04/12/2022	288.70	
212	CITY OF BELLEVUE	Water for 9019 NE 42nd St	04/12/2022	64.59	
212	CITY OF BELLEVUE	Water service for 9000 NE 47th St	04/12/2022	64.59	1,217.80
Total CITY OF BELLEVUE:				417.88	
City of Bellevue					
233	City of Bellevue	Fire Protection - 1st Half 2022	04/26/2022	116,971.50	119,418.50
Total City of Bellevue:				116,971.50	
CODE PUBLISHING					
108	CODE PUBLISHING	Code web update	04/20/2022	75.80	608.48
Total CODE PUBLISHING:				75.80	
Comcast					
301	Comcast	Town phones	04/14/2022	267.05	1,316.81
Total Comcast:				267.05	
Comcast Business- VoiceEdge					
1374	Comcast Business- VoiceE	Town Hall Phones	04/15/2022	247.81	1,513.12
Total Comcast Business- VoiceEdge:				247.81	
CRYSTAL AND SIERRA SPRINGS					
1046	CRYSTAL AND SIERRA S	Town Hall water cooler	04/09/2022	66.16	232.85
Total CRYSTAL AND SIERRA SPRINGS:				66.16	
Davey Tree Expert Company					
9051	Davey Tree Expert Compa	Wetherill tree cleanup	04/05/2022	3,170.88	
9051	Davey Tree Expert Compa	Wetherill tree cleanup	04/11/2022	1,101.00	4,271.88

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total Davey Tree Expert Company:				4,271.88	
DIGITAL REPROGRAPHICS					
256	DIGITAL REPROGRAPHIC	Plans scanned	04/15/2022	42.83	
256	DIGITAL REPROGRAPHIC	(2) 24 x 36 posters	05/03/2022	120.08	2,406.85
Total DIGITAL REPROGRAPHICS:				162.91	
Gaylynn Brien					
1151	Gaylynn Brien	Sales Tax reports	03/31/2022	100.00	250.00
Total Gaylynn Brien:				100.00	
Gray & Osborne, Inc.					
9043	Gray & Osborne, Inc.	36th Street Stormwater Improvements	03/28/2022	360.26	
9043	Gray & Osborne, Inc.	36th Street Stormwater Improvements	04/25/2022	2,055.39	14,386.31
Total Gray & Osborne, Inc.:				2,415.65	
Harris, Katy K					
459	Harris, Katy K	Reimburse-town and personal phone-March/April	04/30/2022	397.94	1,509.63
Total Harris, Katy K:				397.94	
Int. Institute of Muni Clerks					
1370	Int. Institute of Muni Clerks	Annual Membership Fee thru 6/30/2023 - Wilcox	04/12/2022	200.00	200.00
Total Int. Institute of Muni Clerks:				200.00	
ISOutsource					
1301	ISOutsource	Critical CVE Patching, Install Office on ipads	03/31/2022	351.65	
1301	ISOutsource	Monthly billing for April	04/15/2022	55.05	
1301	ISOutsource	Install Office on ipads (754.40), vulnerabiioity scan	04/15/2022	1,047.12	5,444.70
Total ISOutsource:				1,453.82	
King County Treasury					
603	King County Treasury	Election voters' pamphlets	04/14/2022	99.94	1,004.45
Total King County Treasury:				99.94	
KIRKLAND MUNICIPAL COURT					
111	KIRKLAND MUNICIPAL C	Court Costs	04/18/2022	249.76	879.28
Total KIRKLAND MUNICIPAL COURT:				249.76	
MONA H. GREEN					
219	MONA H. GREEN	Fence permit	04/30/2022	67.50	
219	MONA H. GREEN	Shoreline Sub Development	04/30/2022	67.50	
219	MONA H. GREEN	General Administration	04/30/2022	472.50	17,415.00
Total MONA H. GREEN:				607.50	
MUNICIPAL PERMIT SERVICE, LLC					
350	MUNICIPAL PERMIT SER	Code enforcement	04/30/2022	1,046.17	
350	MUNICIPAL PERMIT SER	Building permit inspections	04/30/2022	2,414.78	
350	MUNICIPAL PERMIT SER	Mechanical/plumbing permit inspections	04/30/2022	255.85	

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
350	MUNICIPAL PERMIT SER	Plan review	04/30/2022	4,343.75	
350	MUNICIPAL PERMIT SER	5% ARPA essential worker for Feb-Mar-Apr	04/30/2022	997.72	26,555.28
Total MUNICIPAL PERMIT SERVICE, LLC:				9,058.27	
Northern Waters					
304	Northern Waters	Beach - repair and test DCVA-clean control valve	04/22/2022	361.02	1,108.43
Total Northern Waters:				361.02	
NORTHWEST CIVIL SOLUTIONS					
450	NORTHWEST CIVIL SOLU	42nd-91st Stormwater Upsizing and UGC Project	04/30/2022	31.25	
450	NORTHWEST CIVIL SOLU	94th Ave UGC & Storm Improvements	04/30/2022	62.50	
450	NORTHWEST CIVIL SOLU	Pre-applications	04/30/2022	375.00	
450	NORTHWEST CIVIL SOLU	Plan Review - Site Development	04/30/2022	781.25	
450	NORTHWEST CIVIL SOLU	Right of Way Permits	04/30/2022	312.50	
450	NORTHWEST CIVIL SOLU	General Administration	04/30/2022	968.75	
450	NORTHWEST CIVIL SOLU	2022 Stormwater clean & camera	04/30/2022	843.75	
450	NORTHWEST CIVIL SOLU	33rd St Sewer Break	04/30/2022	1,343.75	
450	NORTHWEST CIVIL SOLU	Sallys Alley meetings	04/30/2022	593.75	
450	NORTHWEST CIVIL SOLU	General Administration	04/30/2022	500.00	
450	NORTHWEST CIVIL SOLU	5% ARPA essential worker	04/30/2022	290.63	26,153.14
Total NORTHWEST CIVIL SOLUTIONS:				6,103.13	
Ogden Murphy Wallace					
1390	Ogden Murphy Wallace	Clerk	04/18/2022	607.50	
1390	Ogden Murphy Wallace	Council	04/18/2022	3,442.50	
1390	Ogden Murphy Wallace	Land Use	04/18/2022	5,586.25	
1390	Ogden Murphy Wallace	Mayor/Executive	04/18/2022	2,590.00	46,363.75
Total Ogden Murphy Wallace:				12,226.25	
PUGET SOUND ENERGY					
604	PUGET SOUND ENERGY	Town Hall service	04/25/2022	265.20	
604	PUGET SOUND ENERGY	Street lights	04/25/2022	717.73	116,433.22
Total PUGET SOUND ENERGY:				982.93	
Scandella, Carl					
462	Scandella, Carl	Reimburse for Sound Cities event registration	04/06/2022	55.00	55.00
Total Scandella, Carl:				55.00	
SEA-TAC SWEEPING SERVICE					
46	SEA-TAC SWEEPING SE	Street cleaning	04/11/2022	367.50	
46	SEA-TAC SWEEPING SE	Street cleaning	04/11/2022	367.50	3,690.00
Total SEA-TAC SWEEPING SERVICE:				735.00	
Sport Court					
305	Sport Court	50% Down Payment on Re-surface	04/14/2022	9,300.00	9,300.00
Total Sport Court:				9,300.00	
TREE SOLUTIONS INC.					
258	TREE SOLUTIONS INC.	Consulting on how to measure multi-stem trees	04/28/2022	40.00	835.00

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
	Total TREE SOLUTIONS INC.:			40.00	
Victor's Cleaning Services, Inc.					
460	Victor's Cleaning Services,	Town Hall Cleaning April & May	04/11/2022	300.00	750.00
	Total Victor's Cleaning Services, Inc.:			300.00	
	Grand Totals:			173,530.16	

Certification of the Consent Calendar as presented including the Payment Approval Report dated 05/04/2022 approving payments as shown totaling \$173,530.16, plus payroll, tax, and benefit expenses of \$33,451.30; as shown on the attached payroll & tax and benefits report for a grand total of \$206,981.46.

I, the undersigned, do hereby certify that the items herein listed are proper obligations of the Town in accordance with the Town budget and directives of the Council and Mayor.

Clerk/Treasurer: Bonnie Ritter _____

Dated: May 10, 2022

Mayor Katy K Harris: _____

Councilmember Stephan Lagerholm: _____

Councilmember Carl Scandella: _____

Councilmember Charles H Porter: _____

Councilmember Andy Valaas: _____

Councilmember Kathy Smith: _____

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
04/30/2022	CDPT		0	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security P	001-2200000	49.85-
04/30/2022	CDPT		0	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compens	001-2200000	220.67-
04/30/2022	CDPT		0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fa	001-2200000	149.55-
04/30/2022	PC	04/30/2022	420221	Lovas, Istvan	9002		999-1010110	5,789.94-
04/30/2022	PC	04/30/2022	420222	Wilcox, Austen	9037		999-1010110	4,438.56-
04/30/2022	PC	04/30/2022	420223	Ritter, Bonnie	9041		999-1010110	6,271.31-
04/30/2022	PC	04/30/2022	420224	Harris, Kathryn K	9047		999-1010110	1,367.84-
04/30/2022	CDPT	04/18/2022	420225	Association of Washington Cities	9	Health and Dental Insurance Insu	001-2200000	902.40-
04/30/2022	CDPT	04/18/2022	420225	Association of Washington Cities	9	Health and Dental Insurance Hea	001-2200000	2,503.50-
04/30/2022	CDPT	04/18/2022	420225	Association of Washington Cities	9	Health and Dental Insurance Den	001-2200000	167.64-
04/30/2022	CDPT	04/18/2022	420225	Association of Washington Cities	9	Health and Dental Insurance Visi	001-2200000	36.06-
04/30/2022	CDPT	04/18/2022	420226	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	1,476.11-
04/30/2022	CDPT	04/18/2022	420226	DEPT OF RETIREMENT SYSTE	1	State Retirement PERS II Pay P	001-2200000	2,378.95-
04/30/2022	CDPT	04/18/2022	420227	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,609.47-
04/30/2022	CDPT	04/18/2022	420227	Federal Tax	2	941 Taxes Social Security Pay P	001-2200000	1,609.47-
04/30/2022	CDPT	04/18/2022	420227	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	376.41-
04/30/2022	CDPT	04/18/2022	420227	Federal Tax	2	941 Taxes Medicare Pay Period:	001-2200000	376.41-
04/30/2022	CDPT	04/18/2022	420227	Federal Tax	2	941 Taxes Federal Withholding T	001-2200000	3,727.15-
04/30/2022	CDPT	03/17/2022	8232022	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security P	001-2200000	.01-
Grand Totals:			<u>16</u>					<u>33,451.30-</u>



ESTIMATE

Building Maintenance Services of Northwest

6951 MLK Jr. Way S. Suite 208 Seattle 98118.
 Tel: (206) 356-6144 Email: contact@bmsnw.com

DATE	ESTIMATE NO
04/25/2022	E200

Billing Address
Town of Yarrow Point 4030 - 95th Ave. NE Yarrow Point, WA 98004

Service Address
Town of Yarrow Point 9432 Points Dr. NE Yarrow Point, WA 98004

W.O.#	P.O.#	DUE DATE	TERMS

DATE	DESCRIPTION	QTY	RATE	AMOUNT
04/25/2022	3830 95th Ave NE Construction of new pagoda mailbox structure to replace the existing pagoda. The new pagoda will be constructed to fit 2 feet opening to fit 10 mailboxes. 1. Remove and haul away the old pagoda and concrete base. 2. Install a new concrete base to anchor a pagoda. 3. Completely rebuild pagoda to match the blueprint using cedar shingles as roof top. 4. Prime and paint to match. 5. Clean up.	1	4,450.00	4,450.00T
04/25/2022	4219 95th Ave NE – Add two add'l brackets to concrete base/ wood legs for stability.	2	85.00	170.00T
04/25/2022	4427 95th Ave NE – Remove errant nails on each side of pagoda	2	85.00	170.00T
04/25/2022	4619 95th Ave NE – Fix roof support and trim roof felt mat	4	85.00	340.00T
04/25/2022	4650 95th Ave NE – Fix Brace to concrete	2	85.00	170.00T
04/25/2022	9432 Points Drive NE – Fix Middle Support and wobble; provide new roof	1	1,200.00	1,200.00T

<i>This quote is valid for 90 days. Thank you for the opportunity to submit this quote.</i>	SUBTOTAL	\$6,500.00
	DISCOUNT	\$
	TAX	\$656.50
	TOTAL	\$7,156.50



OGDEN MURPHY WALLACE, PLLC
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SCOTT M. MISSALL
206.515.2241
smissall@omwlaw.com

April 19, 2022

VIA EMAIL ONLY TO
clerk-treasurer@yarrowpointwa.gov

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

Re: *Legal Services; Monthly Invoice*

Dear Bonnie:

This letter transmits our invoices for work performed in the month of March. The total amount for new work performed is \$12,226.25, which includes a total courtesy writeoff of <\$97.50> on Matters 3 (Council; <\$65>) and 5 (Mayor; <\$32.50>). There is ~~\$18,360.00~~ ^{PAID} outstanding from last month which I know has been approved for payment. You will find a remittance form on the last page of each invoice, but you may send a single check for the total amount.

The Land Use charges are mostly related to the Horwitz tax assessment claim and our work with the King County Auditor to explain the situation. Please let me know if you have any questions—I would be happy to discuss.

Thank you for seeking our assistance—we appreciate working with you, Mayor Harris, Austen, and everyone at Town Hall.

Sincerely,

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

Scott M. Missall, Town Attorney

SXM:ifs
Enclosures



OGDEN MURPHY WALLACE, PLLC
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April 18, 2022

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

Invoice No. 862028
Client No. 05716
Matter No. 000001
Billing Attorney: SXM

INVOICE SUMMARY

For professional services rendered through March 31, 2022:

RE: Clerk/Treasurer

Professional Services	\$ 607.50
Total Reimbursable Costs	<u> \$.00</u>
TOTAL THIS INVOICE	<u> \$ 607.50</u>
Previous Balance	<u> \$ 415.00</u>
TOTAL BALANCE DUE	<u> \$ 1,022.50</u>

Pd

Client No. 05716
 Matter No. 000001

April 18, 2022
 Invoice No. 862028

PROFESSIONAL SERVICES

Date	Atty	Description of Service	Hours	Amount
3/01/22	EFM	Email to B. Ritter regarding Wilcox PRR	.40	90.00
3/08/22	EFM	Review and respond to B. Ritter email regarding Nissen Affidavits and Wilcox PRR	.40	90.00
3/11/22	SXM	Review email and attachments from A. Wilcox regarding project/decision results from 3.8 Council meeting; Emails with E. Miner regarding tree and hedge components	.60	195.00
3/16/22	EFM	Review status of responsive records for Wilcox PRA request and emails with B. Ritter regarding same	.40	90.00
3/17/22	EFM	Call with B. Ritter to discuss Wilcox PRA request	.20	45.00
3/18/22	SXM	Confer with E. Miner regarding responses to A. Wilcox post-Council work/project list; Finalize and send same to Austen	.30	97.50
TOTAL PROFESSIONAL SERVICES				\$ 607.50

SUMMARY OF PROFESSIONAL SERVICES

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

TOTAL THIS INVOICE \$ 607.50

Client No. 05716
Matter No. 000001

April 18, 2022
Invoice No. 862028

PREVIOUS BALANCE DETAIL

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
860984	3/04/22	415.00	.00	415.00

Previous Balance \$ 415.00 Pd
Balance Due This Invoice \$ 607.50
TOTAL BALANCE DUE ~~\$ 1,022.50~~



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

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April 18, 2022

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

Invoice No. 862029
Client No. 05716
Matter No. 000003
Billing Attorney: SXM

INVOICE SUMMARY

For professional services rendered through March 31, 2022:

RE: Council

Professional Services	\$ 3,507.50
Less Courtesy Discount	<u>\$ -65.00</u>
Net Professional Services	\$ 3,442.50
Total Reimbursable Costs	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 3,442.50
Previous Balance	<u>\$ 1,920.00 Pd</u>
TOTAL BALANCE DUE	<u>\$ 5,362.50</u>

Client No. 05716
 Matter No. 000003

April 18, 2022
 Invoice No. 862029

PROFESSIONAL SERVICES

Date	Atty	Description of Service	Hours	Amount
3/01/22	SXM	Confer with E. Miner regarding 2.28 Council meeting outcome (Courtesy no charge 0.2 hours)	.60 N/C 0.2	195.00
3/02/22	EFM	Draft resolutions appointing liaisons to Planning Commission and Park Board	.50	112.50
3/03/22	EFM	Finalize resolutions for Park Board and Planning Commission liaisons; Call from A. Wilcox regarding same	.60	135.00
3/07/22	SXM	Review, edit and respond to emails and attachments from E. Miner regarding Councilmember Porter conflict vis-à-vis Water Dist. 1; Review 3/8 Council Agenda packet; Emails with A. Wilcox regarding same; Review final conflict letter for C. Porter	2.10	682.50
3/07/22	EFM	Draft conflict of interest statement for Councilmember C. Porter; Review notes for Council meeting	1.90	427.50
3/08/22	SXM	Prepare for and attend 3.8 Council meeting (Live)	2.70	877.50
3/08/22	SXM	Review and revise changes to conflict letter requested by C. Porter and return to E. Miner; Confer with E. Miner regarding same	.80	260.00
3/08/22	EFM	Revise Porter Conflict of Interest Letter; Confer with S. Missall regarding same; Prepare for and participate in Council meeting	2.60	585.00
3/09/22	SXM	Confer with E. Miner regarding outcome of 3.8 Council meetings; Organize working files from Council meeting	.30	97.50
3/09/22	EFM	Confer with S. Missall regarding March Council meeting	.30	67.50
3/11/22	EFM	Review A. Wilcox summary of Council meeting and action items	.10	22.50
3/18/22	EFM	Review and revise action items from March Council meeting	.20	45.00
TOTAL PROFESSIONAL SERVICES				\$ 3,507.50
Less Courtesy Discount				<u>\$ -65.00</u>
NET PROFESSIONAL SERVICES				\$ 3,442.50

SUMMARY OF PROFESSIONAL SERVICES

Name	Atty	Rate	Hours	Total
Missall, Scott	SXM	325.00	6.50	2,112.50
Miner, Emily	EFM	225.00	6.20	1,395.00
TOTALS			12.70	\$ 3,507.50

TOTAL THIS INVOICE \$ 3,442.50

Client No. 05716
Matter No. 000003

April 18, 2022
Invoice No. 862029

PREVIOUS BALANCE DETAIL

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
860985	3/04/22	1,920.00	.00	1,920.00

Previous Balance

\$ 1,920.00 Pd

Balance Due This Invoice

\$ 3,442.50

TOTAL BALANCE DUE

~~\$ 5,362.50~~



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

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F 206.447.0215

OMWLAW.COM

April 18, 2022

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

Invoice No. 862030
Client No. 05716
Matter No. 000004
Billing Attorney: SXM

INVOICE SUMMARY

For professional services rendered through March 31, 2022:

RE: Land Use

Professional Services	\$ 5,586.25
Total Reimbursable Costs	<u>\$.00</u>
TOTAL THIS INVOICE	<u>\$ 5,586.25</u>
Previous Balance	<u>\$ 12,292.50</u> PAID
TOTAL BALANCE DUE	<u>\$ 17,878.75</u>

Client No. 05716
 Matter No. 000004

April 18, 2022
 Invoice No. 862030

PROFESSIONAL SERVICES

Date	Atty	Description of Service	Hours	Amount
3/02/22	SXM	Review and respond to emails from M. Green and others regarding 95th property permit and variance status	.40	130.00
3/03/22	SXM	Review emails from/to S. Wilcox regarding 3806 property and building permit; Review permit as issued; Review emails to/from Mayor regarding upcoming Plng. Comm. meeting	.50	162.50
3/07/22	DTP	Review and produce talking points on various land use bills that were introduced during the 2021-2022 legislative session (2.5); Send to E. Miner (0.1)	2.60	650.00
3/15/22	SXM	Review and respond to email from Mayor regarding status of builder action on ROW use	.20	65.00
3/15/22	EFM	Review A. Valas ROW proposal; Call from K. Harris regarding same; Draft hedge complaint response letter	1.30	292.50
3/16/22	SXM	Review and respond to email from M. Green regarding Horwitz property status and tax issues	.10	32.50
3/16/22	EFM	Finish drafting Pietromonaco hedge complaint response letter	.50	112.50
3/18/22	SXM	Review M. Green email and attached chain regarding taxable value / buildable status / NCU appeal claimed to affect Horwitz property; Begin evaluation of same; Review KC property docs; Review YPMC; Email to County regarding same; Email to A. Wilcox for Town Ord. 681; Receive and review Ord. 681; Review E. Miner email and attachment to Mayor regarding final status of Pietro hedge complaint	2.20	715.00
3/21/22	SXM	Review and evaluate email and attachment from J. Schmieder regarding Horwitz buildable value appeal; Request additional document from Schmieder	.50	162.50
3/22/22	SXM	Follow up emails with J. Schmieder; Review docket report; Assign location of 1991 adverse possession decision; Follow up on same	.50	162.50
3/23/22	SXM	Review emails and attachments from/to S. Schroeder, M. Green and A. Wilcox regarding Yetter ROW plant management (9127 NE 36th); Follow up emails with Town and E. Miner regarding same; Email to KC Assessor regarding Horwitz claim and status; Begin drafting response to Assessor; Review documents and incorporate same; Continue YPMC research on NCU topic for response; Email to Mayor regarding locking pickle ball court	3.70	1,202.50
3/23/22	EFM	Prepare for and participate in call with M. Green and K. Harris regarding transition plan for Planning Department	1.50	337.50
3/25/22	SXM	Emails with C. Collison regarding plat map for Horwitz issue; Review documents obtained and confer with Collison regarding sufficiency; Checks status of documents ordered from court	1.30	422.50
3/25/22	EFM	Call with S. Wilcox and K. Harris to discuss construction parking enforcement	.80	180.00
3/25/22	CSC	Research Replat of Portions of Yarrow and Parcel No. 980870-0381; Telephone calls and emails with Chicago Title regarding same; Emails, telephone calls, and conference with S. Missall regarding all	1.30	276.25
3/28/22	SXM	Begin review and evaluation of judicial records regarding Horwitz property boundaries and prior adverse possession case	1.20	390.00

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

Client No. 05716
Matter No. 000004

April 18, 2022
Invoice No. 862030

Date	Atty	Description of Service	Hours	Amount
3/29/22	SXM	Work on Horwitz analysis	.30	97.50
3/30/22	SXM	Continue work on Horwitz claim response	.60	195.00
TOTAL PROFESSIONAL SERVICES				\$ 5,586.25

SUMMARY OF PROFESSIONAL SERVICES

Name	Atty	Rate	Hours	Total
Missall, Scott	SXM	325.00	11.50	3,737.50
Miner, Emily	EFM	225.00	4.10	922.50
Pollom, Drew	DTP	250.00	2.60	650.00
Collison, Chris	CSC	212.50	1.30	276.25
TOTALS			19.50	\$ 5,586.25

TOTAL THIS INVOICE **\$ 5,586.25**

Client No. 05716
Matter No. 000004

April 18, 2022
Invoice No. 862030

PREVIOUS BALANCE DETAIL

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
860986	3/04/22	12,292.50	.00	12,292.50

Previous Balance

\$ 12,292.50

PAID

Balance Due This Invoice

\$ 5,586.25

TOTAL BALANCE DUE

~~\$ 17,878.75~~

April 18, 2022

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

Invoice No. 862031
Client No. 05716
Matter No. 000005
Billing Attorney: SXM

INVOICE SUMMARY

For professional services rendered through March 31, 2022:

RE: Mayor / Executive

Professional Services	\$ 2,622.50
Less Courtesy Discount	<u>\$ -32.50</u>
Net Professional Services	\$ 2,590.00
Total Reimbursable Costs	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 2,590.00
Previous Balance	<u>\$ 3,732.50</u> PAID
TOTAL BALANCE DUE	<u>\$ 6,322.50</u>

Client No. 05716
 Matter No. 000005

April 18, 2022
 Invoice No. 862031

PROFESSIONAL SERVICES

Date	Atty	Description of Service	Hours	Amount
3/01/22	SXM	Review and evaluate email and attachment sent to Mayor by residents regarding Clyde Hill police actions; Outline issues and options; Confer with Z. Lell regarding same; Call with Mayor to discuss options and actions	1.80	585.00
3/01/22	EFM	Confer with S. Missall regarding status of ongoing projects	.60	135.00
3/01/22	EFM	Call from K. Harris to discuss follow up from Council meeting	.70	157.50
3/02/22	SXM	Email from Mayor regarding CH police issues (Courtesy no charge 0.1 hours)	.20 N/C .10	65.00
3/02/22	EFM	Review and respond to many emails from K. Harris and M. Green; Review and revise template response to residents regarding tree ordinance; Call with M. Green regarding joint Planning Commission / Council meeting	1.70	382.50
3/03/22	EFM	Summarize joint TC/PC meeting action plan items and send to K. Harris	.70	157.50
3/04/22	SXM	Confer with E. Miner regarding status of Council and Planning Commission meetings scheduled for 3.8	.20	65.00
3/04/22	EFM	Call from K. Harris to discuss special meeting	.60	135.00
3/05/22	SXM	Review and respond to emails from Mayor regarding Council resolution and OPMA requirements	.40	130.00
3/06/22	SXM	Review draft resolution from Mayor; Send comments to Mayor regarding same; Follow up email with Mayor regarding same and 3.8 Council plans	.40	130.00
3/24/22	SXM	Finish analysis for Mayor regarding park closure issues; Review YPMC and Medina park regulations; Confer with E. Miner; Call from Mayor regarding same; Incorporate all into analysis and send to Mayor with code attachments	1.40	455.00
3/24/22	EFM	Confer with S. Missall regarding status of ongoing projects	.30	67.50
3/28/22	EFM	Call with K. Harris to discuss ongoing projects including RFP for planning firm, bench resolution, construction parking enforcement, dog feces ordinance, tree and hedge codes, and quorum notices for meetings	.70	157.50
TOTAL PROFESSIONAL SERVICES				\$ 2,622.50
Less Courtesy Discount				<u>\$ -32.50</u>
NET PROFESSIONAL SERVICES				\$ 2,590.00

SUMMARY OF PROFESSIONAL SERVICES

Name	Atty	Rate	Hours	Total
Missall, Scott	SXM	325.00	4.40	1,430.00
Miner, Emily	EFM	225.00	5.30	1,192.50
TOTALS			9.70	\$ 2,622.50

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

Client No. 05716
Matter No. 000005

April 18, 2022
Invoice No. 862031

TOTAL THIS INVOICE

\$ 2,590.00

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

Client No. 05716
Matter No. 000005

April 18, 2022
Invoice No. 862031

PREVIOUS BALANCE DETAIL

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
860987	3/04/22	3,732.50	.00	3,732.50

Previous Balance

\$ 3,732.50 PAID

Balance Due This Invoice

\$ 2,590.00

TOTAL BALANCE DUE

~~\$ 6,322.50~~

Yarrow Point Building Official and Administration Services Invoice

April 2022

Steven R. Wilcox

Municipal Permit Services, LLC
109 NW 112th. NW Seattle, WA 98177

EIN: 77-0688460

UBI: 602719863

Activity

Type: Building Official (104 000 000 559 60 48 00)

Date	Job Function	Name	Description of Work	Permit Type	Permit #	Hours	Travel Time (Round Trip)	Rate	Mileage (Round Trip at .585/mile)	Mileage Charge	Total Charge
4/12/22	Code Enforcement	Swindley; 3813 94th Ave. NE	Investigate hedge complaint. Contact hedge owner.	N/A	N/A	0.50	0.00	\$ 125.00	6.00	\$ 3.51	\$ 66.01
4/14/22	Administration	Wazeri 3806 95th Ave. NE	Investigate use of the public right of way	N/A	N/A	0.50	0.00	\$ 125.00	1.50	\$ 0.88	\$ 63.38
4/14/22	Code Enforcement	Various locations	Construction parking investigations. 2-vehicles moved.	N/A	N/A	0.50	0.00	\$ 125.00	0.00	\$ -	\$ 62.50
4/14/22	Code Enforcement	Warner; 9235 NE 37th Pl.	Vehicle blocking ROW. Investigation. Vehicles moved.	N/A	BP-2021-04	0.50	0.00	\$ 125.00	1.50	\$ 0.88	\$ 63.38
4/14/22	Code Enforcement	4218 95th Ave. NE	Real estate sign. Sign observed to be too large. Contacted the agent. To be removed 4-16-22	N/A	N/A	0.50	0.00	\$ 125.00	1.50	\$ 0.88	\$ 63.38
4/20/22	Code Enforcement	4218 95th Ave. NE	Follow-up to real estate sign removal. Sign was to have been removed 4-days earlier. Visit the property and speak with the agent.	N/A	N/A	0.50	0.00	\$ 125.00	1.50	\$ 0.88	\$ 63.38
4/20/22	Code Enforcement	Various locations	"Construction parking" investigations. Contacted local builders, but unable to confirm ownership.	N/A	N/A	0.50	0.00	\$ 125.00	1.50	\$ 0.88	\$ 63.38
4/20/22	Administration	Town of Yarrow Point	Meet with Mayor and Town Attorney re construction parking enforcement concepts.			0.50	0.00	\$ 125.00	0.00	\$ -	\$ 62.50

4/22/22	Code Enforcement	Various locations	Construction vehicle parking. Arrive at 6:15 am. Observe contractor vehicles entering Town. Follow workers to their jobsite and determine parking compliance. Issued one stop order. Posted Stop Order at 9:30 and met with contractor to discuss. Cost of this CE should be invoiced to the permit applicant.	N/A	N/A	3.25	0.00	\$ 125.00	6.00	\$ 3.51	\$ 409.76
4/25/22	Code Enforcement	Peters; 4650 95th Ave. NE	Remove Stop Work Order associated with construction parking violations.	N/A	N/A	0.75	0.00	\$ 125.00	6.00	\$ 3.51	\$ 97.26
4/28/22	Code Enforcement	Various locations	"Construction parking" on 91st and 92nd - various locations. Contacted area contractors. Unable to confirm vehicle ownership	N/A	N/A	0.25	0.00	\$ 125.00	0.00	\$ -	\$ 31.25
4/25/22	Code Enforcement			N/A	N/A	0.00	0.00	\$ 125.00	0.00	\$ -	\$ -

Activity Total for Building Official (104 000 000 559 60 48 00) **8.25** **0.00** **25.50** **\$ 14.92** **\$ 1,046.17**

Activity
Type: Inspections

Date	Job Function	Name	Description of Work	Permit Type	Permit #	Hours	Travel Time (Round Trip)	Charge	Mileage (Round Trip at .585/mile)	Mileage Charge	Total Charge
4/1/22	Inspection	Kim; 2822 88th Ave. NE	Rough mechanical	Mechanical	MP-2022-04	1.00	0.00	\$ 125.00	6.00	3.51	\$ 128.51
4/4/22	Inspection	Kim; 2822 88th Ave. NE	Framing	Building	21-8310	2.50	0.00	\$ 125.00	6.00	3.51	\$ 316.01
4/5/22	Inspection	Daltas; 9026 Points Drive NE	Rough plumbing	Plumbing	PP-2022-09	0.50	0.00	\$ 125.00	2.00	1.17	\$ 63.67
4/5/22	Inspection	Yarrow LLC Residence; 9018 NE 39th Pl	Footing. With special inspection and structural observation report review and approvals.	Building	2021-08	1.50	0.00	\$ 125.00	2.00	1.17	\$ 188.67
4/5/22	Inspection	Hong; 9024 NE 37th Pl.	2-shower pans	Plumbing	PP-2021-19	0.50	0.00	\$ 125.00	2.00	1.17	\$ 63.67
4/7/22	Inspection	Kim; 2822 88th Ave. NE	Insulation	Building	21-8310	1.00	0.00	\$ 125.00	6.00	3.51	\$ 128.51
4/8/22	Inspection	Kim; 2822 88th Ave. NE	Re-inspect insulation	Building	21-8310	0.50	0.00	\$ 125.00	6.00	3.51	\$ 66.01
4/12/22	Inspection	Morrow; 4427 91st. Ave. NE	North retaining wall footing reinforcing	Building	BP-2021-01	1.25	0.00	\$ 125.00	3.00	1.76	\$ 158.01
4/12/22	Inspection	Parikar; 4434 91st. Ave. NE	Final building. Close out. No CO.	Building	BP-2021-11	0.75	0.00	\$ 125.00	3.00	1.76	\$ 95.51
4/14/22	Inspection	Warner; 9235 NE 37th Pl.	Footing and wall mono-pour	Building	BP-2021-04	0.50	0.00	\$ 125.00	6.00	3.51	\$ 66.01

4/15/22	Inspection	Morrow; 4427 91st. Ave. NE	Rough gas piping. Failed. No permit on-site	Building	PP-2021-08	0.50	0.00	\$ 125.00	6.00	3.51	\$ 66.01
4/15/22	Inspection	Morrow; 4427 91st. Ave. NE	Partial framing. Non-structural	Building	BP-2021-01	2.75	0.00	\$ 125.00	0.00	0.00	\$ 343.75
4/18/22	Inspection	Daltas; 9026 Points Drive NE	Footings	Building	BP-2021-17	0.50	0.00	\$ 125.00	6.00	3.51	\$ 66.01
4/20/22	Inspection	Morrow; 4427 91st. Ave. NE	Structural framing. Failed due to lack of electrical and Fire Marshal approvals.	Building	BP-2021-01	0.75	0.00	\$ 125.00	6.00	3.51	\$ 97.26
4/22/22	Inspection	Morrow; 4427 91st. Ave. NE	Structural framing.	Building	BP-2021-01	2.50	0.00	\$ 125.00	2.00	1.17	\$ 313.67
4/22/22	Inspection	Fleming; 4721 91st Ave NE	Exterior sheathing and lateral. Framing	Building	BP-2021-09	0.75	0.00	\$ 125.00	2.00	1.17	\$ 94.92
4/22/22	Inspection	Warner; 9235 NE 37th Pl.	Footing draine	Building	BP-2021-04	0.50	0.00	\$ 125.00	2.00	1.17	\$ 63.67
4/25/22	Inspection	Fleming; 4721 91st Ave NE	Insulation	Building	BP-2021-09	0.50	0.00	\$ 125.00	3.00	1.76	\$ 64.26
4/25/22	Inspection	Rowell; 4650 92nd Ave. NE	Pre-final. Review entire project status with the contractor to prepare for the final inspection.	Building	21-8210	1.50	0.00	\$ 125.00	3.00	1.76	\$ 189.26
4/28/22	Inspection	Morrow; 4427 91st. Ave. NE	Insulation. Attic failed.	Building	BP-2021-01	0.75	0.00	\$ 125.00	6.00	3.51	\$ 97.26
	Inspection					0.00	0.00	\$ 125.00	0.00	0.00	\$ -

Activity Total for Inspections (104 000 000 559 60 41 00) 21.00 0.00 \$ 125.00 78.00 \$ 45.63 \$ 2,670.63

Activity
Type: Plan Review

Date	Job Function	Name	Description of Work	Permit Type	Permit #	Hours	Charge	(Round Trip at	Mileage Charge	Total Charge
4/4/22	Plan Review	Yarrow LLC Residence; 9018 NE 39th Pl	Extensive revisions. Structural and architectural. Structural engineer's review included. Required new valuation and permit fee.	Building	BP-2021-08	6.5	\$ 125.00	0.00	0 \$	812.50
4/4/22	Plan Review	Matthew; 9003 NE 41st. St.	Architectural and Energy Code reviews. Permit value calculation, administration, permit conditions, etc. Structural engineer's review previously completed.	Building	BP-2022-03	9.5	\$ 125.00	0.00	0 \$	1,187.50
4/4/22	Plan Review	Matthew; 9003 NE 41st. St.	Demolition. Lead and asbestos surveys reviews with conditions.	Building	DP-2022-01	1.5	\$ 125.00	0.00	0 \$	187.50
4/7/22	Plan Review	Guilford; 8809 NE 34th St.	Pre-application for alteration. Stop Work Order in place due to work without permit.	Building	Pre-App- 2022-10	0.75	\$ 125.00	0.00	0 \$	93.75

4/11/22	Plan Review	Esparza; 9043 NE 37th Pl.	Architectural review. Administration including Permit Conditions, Permit Value calculation, etc. Structural engineer's review previously completed.	Building	BP-2021-15	11.5	\$ 125.00	0.00	0 \$	1,437.50
4/11/22	Plan Review	Mishra; 4412 95th Ave. NE	Site retaining walls structural revisions	Building	20-8235	1	\$ 125.00	0.00	0 \$	125.00
4/11/22	Plan Review	Esparza; 9043 NE 37th Pl.	Demolition. Lead and asbestos surveys reviews with conditions.	Demolition	DP-2021-04	1.5	\$ 125.00	0.00	0 \$	187.50
4/13/22	Plan Review	Dreizen; 4436 95th Ave. NE	New pier. 4th review. Time should be charged back to the applicant.	Building	BP-2022-02	1.75	\$ 125.00	0.00	0 \$	218.75
4/14/22	Plan Review	Price; 9001 NE 41st. St.	Pre-application meeting for NSFR	Building	Pre-App-2022-11	0.75	\$ 125.00	0.00	0 \$	93.75
	Plan Review					0	\$ 125.00	0.00	0 \$	-

Activity Total for Plan Review (104 000 000 559 69 49 00) 34.75 \$ 125.00 \$ 4,343.75

Activity Type: Administrative Services

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

Activity Total for Administrative Services \$0.00

Activity Type:

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

Note: This invoice reflects 2021 IRS mileage rate of 58.5 cents/mile

TOTAL \$ 8,060.55

Yarrow Point Invoice Detail

April 2022

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

FUND: Capital Improvement ACTIVITY TYPE: CIP #1 - NE 36th St ACTIVITY CODE: XXXXX

Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
-	Administration	Town of Yarrow Point	-	0.00	\$ 125.00	\$ -

Activity Subtotal for Town Engineer - CIP #S-2 0.00 \$ 125.00 \$ -

FUND: Capital Improvement ACTIVITY TYPE: NE 42nd Street/ 91st Ave NE Stormwater Upsizing and UGC Project ACTIVITY CODE: XXXXX

Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
4/14/22	Administration	Town of Yarrow Point	Process invoice; review and share Lnl Release w/ PGH, G&O, and staff	0.25	\$ 125.00	\$ 31.25

Activity Subtotal for Town Engineer - NE 42nd Street 0.25 \$ 125.00 \$ 31.25

FUND: Capital Improvement ACTIVITY TYPE: 94th Ave NE - UGC & Storm Improvements ACTIVITY CODE: XXXXX

Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
4/14/22	Administration	Town of Yarrow Point	Coord w/ PSE Re: design proposal	0.25	\$ 125.00	\$ 31.25
4/21/22	Administration	Town of Yarrow Point	Review PSE Design proposal; ask for corrections; forward copies to staff for inclusion in 5/10 council packet	0.25	\$ 125.00	\$ 31.25

Activity Subtotal for Town Engineer - CIP #T-1 0.50 \$ 125.00 \$ 62.50

Activity Total for Capital Improvement Projects 0.75 \$ 125.00 \$ 93.75

Yarrow Point Invoice Detail

April 2022

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

Activity Type: Pre-Applications

Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge	
4/13/22	Pre-application	Twanho Trust; 9001 NE 41st St	Prepare for pre-app mtg; review materials and send original grade determination guidelines and example to applicant; identify datum issues	1.25	\$ 125.00	\$ 156.25	
4/14/22	Pre-application	Twanho Trust; 9001 NE 41st St	Attend pre-app mtg	1.00	\$ 125.00	\$ 125.00	
4/14/22	Pre-application	Donner; 4609 92nd Ave NE	Answer land use questions Re: existing non-conforming	0.75	\$ 125.00	\$ 93.75	
Activity Subtotal for Pre-Applications					3.00	\$ 125.00	\$ 375.00

Activity Type: Plan Review (Boundary Line Adjustment/ Short Plat)

Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge	
-	BLA Review	-	-	0.00	\$ 125.00	\$ -	
Activity Subtotal for Plan Review					0.00	\$ 125.00	\$ -
						\$ -	

Activity Type: Plan Review/ Inspection - Site Development Permit

Date	Job Function	Name	Description of Work	Hours	Charge	Total Charge
4/1/22	Inspection	Wazeri; 3806 95th Ave NE	On-site mtg w/ owner and geotech engineer to discuss R/W embankment and foundation	0.75	\$ 125.00	\$ 93.75
4/4/22	Plan Review	Matthews; 9003 NE 41st St	Plan review and coord for revisions 2R; send request for corrections back to applicant; coord w/ COB Utilities	2.00	\$ 125.00	\$ 250.00
4/4/22	Plan Review	Angelone; 4427 95th Ave NE	Plan Review & approval	0.75	\$ 125.00	\$ 93.75
4/5/22	Plan Review	Matthews; 9003 NE 41st St	Send sewer as-built information to Grahambaba Arch - Susan	0.25	\$ 125.00	\$ 31.25
4/13/22	Plan Review	Esparza; 9043 NE 37th St	Sign permit docs and coord w/ Austen for permit issuance	0.25	\$ 125.00	\$ 31.25
4/13/22	Plan Review	Peters; 4652 95th Ave NE	Review 6' wall in setback requirement	0.50	\$ 125.00	\$ 62.50
4/25/22	Inspection	Clapp; 4415 91st Ave NE	Impromptu mtg at TYP w/ resident 4405 91st Re: tree near shoreline and potential construction impacts from 4415 91st Ave NE; follow up emails and phone calls to Seaborn Pile Driving	0.50	\$ 125.00	\$ 62.50
4/26/22	Inspection	Guralnick; 9429 NE 40th St	Research and respond to email Re: plants in R/W vs Encroachment	0.50	\$ 125.00	\$ 62.50

Yarrow Point Invoice Detail

April 2022

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

4/26/22	Inspection	Clapp; 4415 91st Ave NE	On-site to investigate beach cove layout and bulkhead work; contractor did not call for a pre-construction meeting	SD #22-03	0.75	\$	125.00	\$	93.75
Activity Subtotal for Plan Review - Site Development Permit					6.25	\$	125.00	\$	781.25

Yarrow Point Invoice Detail

April 2022

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

Activity Type: Permit Review/Inspection - Right of Way Use Permit(s)

Date	Job Function	Name	Description of Work		Hours	Charge	Total Charge
4/4/22	Plan Review	PSE InfraSource; 2822 88th Ave NE	Review and sign latest plan version	ROW #21-07	0.25	\$ 125.00	\$ 31.25
4/12/22	Inspection	Wazeri; 3806 95th Ave NE	Mtg w/ Mayor and Steve Wilcox Re: Wazeri on-going construction	ROW #20-8202	0.25	\$ 125.00	\$ 31.25
4/14/22	Inspection	Wazeri; 3806 95th Ave NE	Site visit w/ Mayor and Steve Wilcox Re: R/w Use	ROW #20-8202	0.50	\$ 125.00	\$ 62.50
4/18/22	Inspection	Whittlesey; 9228 NE 37th Pl	Coord w/ Mayor Re: parking	ROW #21-8283	0.50	\$ 125.00	\$ 62.50
4/21/22	Inspection	Wazeri; 3806 95th Ave NE	Talk w/ wais; review and respond to email Re: tree removal adjacent to driveway	ROW #20-8202	0.25	\$ 125.00	\$ 31.25
4/28/22	Inspection	Comcast; 9235 NE 37th St	Office research on 2nd storm main and permit conditions; On-site to talk w/ site PM and check on work	ROW #22-03	0.75	\$ 125.00	\$ 93.75
Activity Subtotal for Permit Review/Inspection - Right of Way Use Permit(s)					2.50	\$ 125.00	\$ 312.50

Activity Total for Pre-apps/Plan Reviews/ Permits/ Inspections					11.75	\$ 125.00	\$ 1,468.75
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Yarrow Point Invoice Detail

April 2022

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

FUND: Unknown			Activity Type: General Administration - Interim Planner Duties	Invoice Code: Unknown		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
4/4/22	Planner	Peters; 4652 95th Ave NE	Plan review for gate/ fence and revised site;	0.75	\$ 125.00	\$ 93.75
4/4/22	Planner	Syme; 9419 NE 37th Place	Review and respond to email w/ zoning and misc site planning questions	0.75	\$ 125.00	\$ 93.75
4/5/22	Planner	Syme; 9419 NE 37th Place	Mtg on-site with resident Re: remodeling plans vs zoning restrictions	0.75	\$ 125.00	\$ 93.75
4/6/22	Planner	Shui; 3812 94th Ave NE	Impromptu phone conversation with resident Re: backyard improvements and potential need for permits	0.75	\$ 125.00	\$ 93.75
4/13/22	Planner	Town of Yarrow Point	Research and answer email from Crown Castle Wireless Re: proposed modification	0.75	\$ 125.00	\$ 93.75
4/14/22	Planner	Yetter; 9127 NE 36th St	Review and coord w/ resident and tree solutions Re: tree measurements; did not qualify as significant tree; permit cancelled	0.25	\$ 125.00	\$ 31.25
4/14/22	Planner	Dai; 9030 NE 33rd St	zoning review and coord w/ Austen	0.25	\$ 125.00	\$ 31.25
4/15/22	Planner	Zhou; 9064 NE 33rd St	review zoning for interior remodel	0.50	\$ 125.00	\$ 62.50
4/21/22	Administration	Town of Yarrow Point	Hedge complaint research; send to Mayor and Steve Wilcox	3.00	\$ 125.00	\$ 375.00
Activity Subtotal for General Administration				7.75	\$ 125.00	\$ 968.75

FUND: Unknown			Activity Type: General Administration - 2022 Stormwater Clean & Camera	Invoice Code: I		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
4/5/22	Administration	Town of Yarrow Point	2022 Stormwater Annual Clean and Camera - solicit for bids; create and distribute better maps	0.75	\$ 125.00	\$ 93.75
4/13/22	Administration	Town of Yarrow Point	2022 Stormwater Annual Clean and Camera - answer general questions from bidders	0.75	\$ 125.00	\$ 93.75
4/15/22	Administration	Town of Yarrow Point	2022 Stormwater Annual Clean and Camera - proposal review; generate low bidder spreadsheet	1.75	\$ 125.00	\$ 218.75
4/20/22	Administration	Town of Yarrow Point	2022 Stormwater Annual Clean and Camera - proposal review; generate low bidder spreadsheet; coord w/ low bidder and answer emails requesting bid results; send result to staff for inclusion in council 5/10 packet	3.00	\$ 125.00	\$ 375.00
4/26/22	Administration	Town of Yarrow Point	2022 Stormwater Annual C&C - send out bid tabs and coord w/ bidders	0.50	\$ 125.00	\$ 62.50
Activity Subtotal for General Administration				6.75	\$ 125.00	\$ 843.75

FUND: Unknown			Activity Type: General Administration - 8928 NE 33rd St Sewer Break	Invoice Code: Unki		
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge

Yarrow Point Invoice Detail

April 2022

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

4/7/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Sewer Lateral Break in WNP: talk w/ COB - Tony Re: inspection findings and water quality; easement ownership research	0.75	\$	125.00	\$	93.75
4/13/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Sewer Lateral Break in WNP: easement ownership research and coord w/ Town Attorney	0.75	\$	125.00	\$	93.75
4/14/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Sewer lateral break: investigation; con't research, coord w/ staff including town attorney, send notification emails to residents	3.00	\$	125.00	\$	375.00
4/15/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Sewer Lateral Break in WNP: email responses to residents Re: MRSC contractors	1.00	\$	125.00	\$	125.00
4/19/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Sewer Lateral Break in WNP: review email for town attorney letter; answer questions from homeowners; reach out to COB - Sewer for questions	1.50	\$	125.00	\$	187.50
4/20/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Sewer Lateral Break in WNP: review email for town attorney letter; research YPMC citations; review COB emails and coord via phone	0.75	\$	125.00	\$	93.75
4/21/22	Administration	Town of Yarrow Point	Read through and respond to attorney letter; add COB contact information and additional schedule requirements; coord w/ COB - Nate	1.00	\$	125.00	\$	125.00
4/26/22	Administration	Town of Yarrow Point	8928 NE 33rd St - broken sewer lateral: coord via phone with Scott; respond to residents (Mark/ Bruce and SP Homeowners); phone call / email to potential contractor Lucas - Deeny	1.00	\$	125.00	\$	125.00
4/29/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Read through emails and coord w/ Scott Re: homeowner's latest response	0.50	\$	125.00	\$	62.50
4/29/22	Administration	Town of Yarrow Point	8928 NE 33rd St - Break out time spent to date	0.50	\$	125.00	\$	62.50
Activity Subtotal for General Administration				10.75	\$	125.00	\$	1,343.75

FUND: Unknown		Activity Type: General Administration - Sally's Alley			Invoice Code: Unk	
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
4/18/22	Administration		Impromptu mtg w/ Dicker Re: Sally's Alley and 3801 95th site constraints	0.75	\$	93.75
4/21/22	Administration	Town of Yarrow Point	coord w/ Katy and redlines for proposed driveway at 3801 95th Ave; email PDFs to Katy and Scott; site visit w/ Istvan for tree measurements	2.00	\$	250.00
4/28/22	Administration	Town of Yarrow Point	Prepare for and attend mtg on Sally's Alley w/ Scott and Mayor Re: encroachments	1.50	\$	187.50
4/29/22	Administration	Town of Yarrow Point	Salley's Alley - 3801 95th Ave NE read through emails	0.50	\$	62.50
Activity Subtotal for General Administration				4.75	\$	593.75

FUND: Unknown		Activity Type: General Administration - General Duties			Invoice Code: Unknown	
Date	Job Function	Name	Description of Work	Hours	Rate	Total Charge
4/5/22	Administration	Town of Yarrow Point	Check in with KC Roads - Rey Re: 3 work order requests	0.75	\$	93.75

Yarrow Point Invoice Detail

April 2022

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

4/13/22 Administration	Town of Yarrow Point	Prepare for and attend COB - Angela Lake Line Presentation; time shared between all three jurisdictions	0.75 \$	125.00 \$	93.75
4/14/22 Administration	Town of Yarrow Point	Solicit for 2022 Pagoda Maintenance Plan: request sent to BMS-Asari	0.50 \$	125.00 \$	62.50
4/18/22 Administration		to Pts Dr to check on concrete spill; coord w/ Istvan & COCH for clean up	0.25 \$	125.00 \$	31.25
4/25/22 Administration	Town of Yarrow Point	Public information request from resident @ 4658 95th Ave NE to furnish private storm system information	0.25 \$	125.00 \$	31.25
4/25/22 Administration	Town of Yarrow Point	phone call from resident 4650 95th Ave NE Re: potential noise from recently installed large fans on 4652 95th; send coord email to Steve Wilcox for evaluation of noise prior to final	0.25 \$	125.00 \$	31.25
4/26/22 Administration	Town of Yarrow Point	answer question via phone and follow up with email to Ryan Osada - Medina PW Re: UGC letters and other spreadsheets TYP used to run the project	0.50 \$	125.00 \$	62.50
4/29/22 Administration	Town of Yarrow Point	92nd / NE 40th pothole; review AA estimate and WAC rule 171; respond back to contractor Re: no tax on estimate; revised proposal to Mayor for signature	0.75 \$	125.00 \$	93.75
<hr/> Activity Subtotal for General Administration			4.00 \$	125.00 \$	500.00

Yarrow Point Invoice Detail

April 2022

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

TOWN REIMBURSED ACTIVITIES

Activity Total for Capital Improvement Projects	0.75	\$125.00	\$93.75
Activity Total for Applicant - Pre-apps/Plan Reviews/ Permits/ Inspections	11.75 \$	125.00	\$1,468.75
Activity Total for Reimbursed Categories	12.50 \$	125.00	\$1,562.50

TOWN GENERAL ADMINISTRATION ACTIVITIES

Activity Total for General Administration	34.00	\$125.00	\$4,250.00
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TOWN TOTAL FOR ALL ACTIVITIES

	46.50 \$	125.00	\$5,812.50
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Mona H. Green, Town Planner
 PROFESSIONAL PLANNING SERVICE
 April 2022 INVOICE #22549

Date		Type		Hours	Charge
04/05/22	9043 NE 37 PL, Esparza: t/conf arch re status & tree regs; e-mails	Bldg	2021-15	0.50	67.50
	SUBTOTAL - BLDG/FENCE			0.50	67.50
04/12/22	9003 NE 37 PI, Weber: HE decision & prep Ecology package	SDP	2022-02	0.50	67.50
	SUBTOTAL - SHORELINE SUBSTANTIAL DEVELOPMENT			0.50	67.50
04/05/22	Prep & t/conf Town Atty re ongoing matters			0.75	101.25
04/12/22	Rev & shoreline guidance to applicant re pending	Pending		0.50	67.50
04/28/22	Comm w arch re pending	Pending		0.25	33.75
04/30/22	Misc calls, e-mails from residents, archs, staff; advised and rerouted to appropriate staff			2.00	270.00
	SUBTOTAL - MISC			3.50	472.50
	TOTAL			4.50	607.50

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

Agenda Bill 22-32
May 10, 2022

Capital Improvement Plan/Transportation Improvement Plan 2023-2028	Proposed Council Action: For discussion only, ordinance for adoption will be on the June agenda.
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Presented by:	Town Engineer Stacia Schroeder
Exhibits:	<ul style="list-style-type: none">• Capital Improvement Plan – Transportation Plan (2023-2028).• Capital Improvement Plan Funds Exhibit.• 2020 SWMP CIP Recommendations.• 2023-2028 SWMP CIP Map.

Summary:

This capital improvement plan represents the latest information available from the updated 2020 Stormwater Management Plan and is for discussion only.

The Town Engineer prepares an annual Capital Improvement Plan (CIP) for public comment and Council consideration which includes projected transportation, stormwater, and underground conversion projects. This year’s CIP covers the period 2023-2028. The plan shall ultimately be adopted via ordinance.

State law requires municipalities to annually prepare and adopt a six-year Transportation Improvement Program (TIP). The adopted program is to be submitted to the State Department of Transportation and the Puget Sound Regional Council by July 31st. Council must evaluate and approve priority projects and prepare for a public hearing on the matter scheduled for June 14th.

At this time staff are looking to engage with the Council in a discussion on priorities and how to best triage competing projects.

Recommended Action:

For discussion only. The ordinance to adopt the new plan(s) will be on the June agenda.

TOWN OF YARROW POINT
CAPITAL IMPROVEMENT PLAN (2023 - 2028)
TRANSPORTATION IMPROVEMENT PLAN (2023 - 2028)

Approved by: - DRAFT
 Date: May 10, 2022
 Ordinance Number: - DRAFT

DATE SUBMITTED: 07/xx/2022

NO.	YEAR	STREET / LOCATION	FROM	TO	(mi)	PROJECT SCOPE	CONDITION	BUDGET	SOURCE
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I. TRANSPORTATION IMPROVEMENT PROJECTS

T - 1	2023	NE 36th Street	91st Ave NE	92nd Ave NE	0.05	2" Grind and Overlay (To be completed after Stormwater project S - 1)	3.5	\$160,000.00	REET Heavy Truck Fee
T - 2	2023	NE 34th Street	92nd Ave NE	West to Lake	0.16	2" Grind and Overlay - Design/ Bid/ Construct/ Close Out (Misc repairs to broken pipes)	3.5	\$225,000.00	REET Heavy Truck Fee
T - 3	2023	88th Ave NE	Pts Drive	SR 520	0.05	2" Grind and Overlay - Design/ Bid/ Construct/ Close Out	3.5	\$50,000.00	REET Heavy Truck Fee
T - 4	2024	94th Ave NE	92nd Ave NE	NE 40th Street	0.30	So. 1/2: 2" Grind and Overlay; No. 1/2: Full Depth Reconstruction (To be completed after Stormwater (S-5 & 6) and UGC project (U-1 & 2))	3.5	\$260,000.00	REET Heavy Truck Fee

II. CAPITAL IMPROVEMENT PROJECTS - STORMWATER

S - 1	2023	NE 36th Street	91st Ave NE	92nd Ave NE	0.05	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (CIP #1: Install ~250LF 12" NE 36th St; Repair broken pipes)		\$280,000.00	REET SW Utility
S - 2	2023	NE 34th Street	92nd Ave NE	Lake Washington	N/A	Spot repairs to storm system based on 2020 Stormwater Clean and Camera work: Replace 2 CB's and ~ 30 LF pipe		\$30,000.00	REET SW Utility
S - 3	2023	95th Ave NE	3800	4700	N/A	Spot repairs to storm system based on 2021 Stormwater Clean and Camera work: Replace 1 CB and ~ 30 LF pipe		\$40,000.00	REET SW Utility
S - 4	2023	NE 41st Street	9003	Lake Washington	0.01	Potentially replace ~220LF 12" diam. Concrete pipe with PVC in on private property through existing easement as new SFR is built.		\$40,000.00	REET SW Utility
S - 5	2023	94th Ave NE (CIP #2)	92nd Ave NE	NE 40th St	0.32	Final Engineering Design/ Final Landscape Design (1,690LF)		\$50,000.00	REET SW Utility
S - 6	2024	94th Ave NE (CIP #2)	92nd Ave NE	NE 40th St	0.16	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (CIP #2: Upsize 690LF of 8" diam. pipe to 15" diam.; replace 8" perf concrete crossing pipes with PVC)		\$350,000.00	REET SW Utility
S - 7	2025	4441 91st Ave NE CIP #H-1	91st R/W	Lake Washington	0.1	Final Engineering Design (525LF) (CIP #4: Replace 525LF of 12" diameter pipe and associated structures)		\$25,000.00	REET SW Utility
S - 8	2026	4441 91st Ave NE CIP #H-1	91st R/W	Lake Washington	0.1	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (Replace 525LF of 12" diameter pipe and associated structures)		\$150,000.00	REET SW Utility
S - 9	2027	92nd Ave NE	NE 38th Street	NE 42nd Street	0.2	Final Engineering Design (CIP #5: 1,050 LF new storm system)		\$35,000.00	REET Heavy Truck Fee

III. CAPITAL IMPROVEMENT PROJECTS - UNDERGROUND CONVERSION

U - 1	2023	94th Ave NE	92nd Ave NE	NE 40th Street	0.32	Final Design		\$35,000.00	REET
U - 2	2024	94th Ave NE	92nd Ave NE	NE 40th Street	0.32	Construction: 1,670LF single-phase w/ no street lights Bid/ Manage/ Construct/ Close Out		\$250,000.00	REET

IV. CAPITAL IMPROVEMENT PROJECTS - OTHER

O - 1	?	TYP Sport Court				Resurface Sport Court		\$15,000.00	
O - 2	?	95th Ave NE				Add Garage to Town Hall - 2021 Comment from A. Valaas		\$300,000.00	
O - 3	?	92nd Ave NE	3600	3900		Continue to replace existing sidewalk w/ colored concrete		\$30,000.00	
O - 4	?	Town Wide				Add general R/W parking improvement projects		\$25,000.00	

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

- 1) The above budget figures shown are in 2022 dollars and are to be considered preliminary probable project costs only. More precise budget figures will need to be determined once the final scope of each project is defined, which will require more extensive research, survey, and scope definition prior to the particular year's budgeting.
- 2) The projects identified above are preliminary in scope. Projects may be added to or deleted from this list.

Capital Improvement Plan Funds

PRIMARY FUNDING: REET

0.5% of Property Tax
(~\$220,000/ YR)

TIP – STREET PROJECTS

FUNDING:

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

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

STORMWATER PROJECTS

FUNDING: STORMWATER UTILITY FEE

FIXED 419 LOTS * \$153.60/YR ~\$64,000/ YR

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

FUNDING: KC Flood Control District
Fixed: \$13,000/ YR

UNDERGROUND CONVERSION PROJECTS

- 100% Design and Construction
 - 94th Ave NE

CHAPTER 5 CAPITAL IMPROVEMENT PLAN

5.1 METHODOLOGY

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

5.2 PROJECT RECOMMENDATIONS

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

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

Table 5-1: Recommended Capital Improvement Projects

CONSTRUCTION PROJECTS				
Project ID	CIP #	General Description	Estimated Cost ¹	Priority Level
G-1 D-1	1 ²	This project consists of approximately 250 LF of new 12" Pipe between G-12 and D-2 that will divert flows to Basin D. Also includes outfall upgrades at the discharge point of Basin D, as well as replacing or repairing 6 damaged catch basins in Basin D.	\$184,000 05/2022- In Design	High
J-2	2	Replaces approximately 690 linear feet of existing 8" pipe with larger 15" diameter pipe between structures J-37 and J-46 plus pipe downstream of J-46 to the tee connection to fully contain flows from developed conditions.	\$290,000 2022/ 2023 - Design 2024 - Construction	Medium-High

CONSTRUCTION PROJECTS				
Project ID	CIP #	General Description	Estimated Cost ¹	Priority Level
H-2	3	Install approximately 400 feet of thickened edge while abandoning 400 linear feet of existing perforated pipe between structures H-3 and H-10 and routing water to the existing 12" line on the east side of 91 st Ave. NE	\$121,000 2021- CB Improvements	Medium-High
H-1	4	Replaces approximately 525 linear feet of existing pipe damaged by major root intrusion between structures H-17 and H-22.	\$224,000	Medium- High
G-2	5	Upsize between G-32 and G-60 fully contain flows from existing and developed conditions. 1,050 linear feet of new 18" pipe.	\$468,000	Medium High
J-1	6	Replaces approximately 550 linear feet of existing pipe with larger 15" diameter pipe between structures J-21 and J-57 to fully contain flows from developed conditions.	\$185,000	Medium
G-3	7	Replaces approximately 420 linear feet of existing pipe with 12" diameter pipe between structures G-53 and G-56 to fully contain flows from existing and developed conditions.	\$167,000	Medium
G-4	8	Replaces approximately 50 linear feet of existing pipe with 12" diameter pipe between structures G-29 and Tee-5 in NE 37 th St. and the pipe downstream of G-30 to fully contain flows from existing and developed conditions.	\$35,000	Low
G-6	9	Replace 420 linear feet of pipe between G-6 and G-11 with 12" pipe to fully contain flows from existing and developed conditions.	\$160,000	Low
G-5	10	Replace broken 180 linear feet of 8" pipe between G-33 and G-36 in NE 38 th St. with 8"-12" PVC pipe and reinstall catch basin over 92 nd trunk line to reduce clogging potential	\$80,000	Low
G-7	11	Replace CMP pipe between G-48 and G-49 in 94 th Ave. NE	\$13,000	Low
Construction Projects Total			\$1,924,000	
¹ All costs are in 2020 dollars				
² Required to contain the 100-year storm event in NE 42 nd St.				

PROGRAMMATIC PROJECTS				
Project ID	CIP#	General Description	Estimated Cost¹	Priority Level
PP-1	12	Adopt current Department of Ecology Stormwater Management Manual for Western Washington. Includes review of Municipal Code for conflicts and includes production of a stormwater addendum of the manual specific to the Town. Develop a map for the Town to identify parcels which meet direct discharge requirements.	\$30,000	High
PP-2	13	Inventory all existing private flow control facilities and create a database using GIS to ensure regular maintenance is performed.	\$30,000	Medium
PP-3	14	Update Town of Yarrow Point 2010 Standard Plans and Notes	\$25,000	Medium
PP-4	15	Create Policies and Procedures for the Stormwater Operations and Maintenance Program. See Section 6.2	\$25,000	Medium
PP-5	16	Annual Cleaning and Video Inspection Program (6-Year Cycle)	\$30,000	Medium
Programmatic Projects Total			\$140,000	
¹ All costs are in 2020 dollars				

5.3 OTHER RECOMMENDATIONS

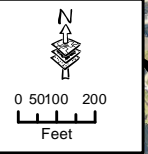
The following additional recommendations are suggested to the Town of Yarrow Point:

- The Town should verify that easements exist for outfalls to Lake Washington located on private property (Basins A, B, C, D, E, F, and H). If traditional easements do not exist, it is that possible prescriptive easements may. If easements were not previously granted, the Town should attempt to obtain them from the property owners. Additionally, the town should determine if all outfalls to Lake Washington extend to the ordinary high-water line as this is a requirement for the Ecology direct discharge exemption (see Section 2.3.3).
- Results of the field survey and evaluation (see Appendix C, separately bound as Volume 2 – System Inventory) indicate multiple drainage structures in the inventory have large amounts of debris buildup in their sumps and other drainage structures have other identified problems (some structures have significant cracking and are deficient), the majority of these being inoperable lids. The majority of structures located on private property are not included in the inventory. The Town of Yarrow Point Public Works Department should investigate these problem structures and, at the very least, remove sediment buildup in sumps and pipes.

- Volume 2 of this document should be periodically updated as capital improvement projects and other development projects involving the public storm drainage system are completed.
- A centrally managed drainage complaint database should be created and maintained by the Town to aid in developing future projects and correctly prioritizing Town needs.
- The Town should consider implementing a public education program to make residents aware of the negative effects of stormwater pollution. As stated in the Ecology Phase II Permit coverage exemption letter, implementation of stormwater Best Management Practices and public education will maximize the likelihood that Ecology will not bring the Town back under Phase II coverage in the future.
- The Town should consider adopting the current Department of Ecology's Stormwater Management Manual for Western Washington. While the is not an Ecology Phase II Permit Municipality, we feel that by adopting the most current standards will maximize the likelihood that Ecology will not bring the Town back under Phase II coverage in the future. In addition, we believe the Town, its receiving waters, and its residents benefit from using the best and most recent practices and technologies.
- The Town should consider updating the standard plans and notes. This will ensure that construction projects within the Town, both public and private, are using construction methods and practices that are currently the industry standard.

TOWN OF YARROW POINT

2023-2028 CAPITAL IMPROVEMENT PLAN



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Pictometry, King County

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

Agenda Bill 22-33
May 10, 2022

4000-4700 94th Ave NE PSE Schedule 74 Agreement	Proposed Council Action: For approval
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Presented by:	Town Engineer – Stacia Schroeder, PE
Exhibits:	PSE – Schedule 74 UGC – Project Design Agreement PSE – Facility Conversion/ Modification Billing Detail

Summary:

Town staff recently solicited Puget Sound Energy (PSE), the electricity purveyor for Yarrow Point, to provide an underground conversion design for 4000 – 4700 94th Ave NE. The PSE plans are necessary for on-going design coordination with Comcast, Lumen, and the City of Bellevue Utilities Department as well as civil plans for storm, road, and landscape restoration.

As requested, PSE prepared a standard Schedule 74 Underground Conversion Project Design Agreement and associated Facility Conversion/ Modification Billing Detail.

In general, PSE estimates the design cost for this project will be \$19,589.35. Per the agreement, the Town of Yarrow Point is responsible for 100% of the design fee unless the project goes to construction within 5 years, whereby the design fee becomes a 60/40 split with the cost of construction: 60% Puget Sound Energy (\$11,753.61) and 40% Town of Yarrow Point (\$7,835.74).

Please read through the full agreement for responsibilities applicable to PSE and those that apply directly to the Town.

Recommended Action:

Approve Puget Sound Energy Schedule 74 – Project Design Agreement.

SCHEDULE 74 UNDERGROUND CONVERSION

Project Design Agreement

Project Name: Yarrow Point – 94TH AVE NE _____

Project Number: 101149280 _____

THIS Agreement, dated as of this 19th day of April , 2022, 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 is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

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 Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.
2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.
3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates

specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.
5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.
6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).
7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.
8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government

Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.
10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.
11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:
 - (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.
 - (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.
 - (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.
 - (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.
 - (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "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, and (ii) the term "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 subparagraph (ii), above, 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 final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

- (f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following:
 - (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

- (a) notify the Company in writing that this Agreement is terminated; or
- (b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
 - (i) reasonable,
 - (ii) consistent with the Scope of Work, and
 - (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

- (a) change the Scope of Work in accordance with paragraph 13, below, or
- (b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or
- (c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or
- (d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work

prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. 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 procedures in paragraph 16, below. 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 Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.
 - (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design 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 Design Work which are expressly identified by the parties in the final Scope of Work. 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 paragraph 16, below.
14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.
 15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a

reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

- (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 the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(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 paragraph 16, 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 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.

17. 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.

18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric 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.

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

Town of Yarrow Point _____
4030 95TH AVE NE _____
Yarrow Point WA 98004 _____
Attn: Stacia Schroeder _____
Phone: 206-276-8922__

If to the Company:

Puget Sound Energy, Inc. _____
35131 SE Center St _____
Snoqualmie, WA 98065 _____
Attn: Kiara Skye _____
Phone: 425-213-9205__

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.
21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.
22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

ITS _____

Date Signed _____

Date Signed _____

Approved as to form:



FACILITY CONVERSION/MODIFICATION BILLING DETAIL

To: Town of Yarrow Point
 4030 95TH AVE NE

 Yarrow Point, WA, WA 98004

Attn: Stacia Schroeder

Project Description: Schedule 74
Location: 94TH AVE NE
PSE Project Manager: Kiara Skye

Scope of Work

PSE to convert about 1700 feet of overhead distribution lines to underground at the Town of Yarrow point along 94th Ave Ne from 92nd Ave Ne to NE 40th St. Including west of the intersection along NE 40th St. The town of Yarrow point will be responsible for installing the Duct & Vault, and PSE will be responsible for installing the new distribuion system and removing existing overhead facilities.

Activity: PSE Order #:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders	
	Customer Cost	40%	Customer Cost	40%	PSE Cost Share	60%		
		101149280		101149280		101149280		
PSE Materials								
PSE Construction Labor							Customer Obligation	\$0.00
PSE Project Management		\$8,217.71					PSE Obligation	\$0.00
PSE Inspection								
PSE Overheads		\$9,842.98						
Federal Income Tax		\$1,528.66		\$0.00				
Total Actual Costs:		\$ 19,589.35		0		0		

Date: 4/5/2018

TOTAL PROJECT VALUE:	\$19,589.35
Town of Yarrow Point Obligation Incl/CO's:	\$7,835.74
Town of Yarrow Point Credit for D+V:	\$0.00
PSE Billable Amount to Customer	\$7,835.74

Business of The Town Council Town of Yarrow Point, WA

Agenda Bill 22-34
May 10, 2022

2022 Stormwater Annual Clean & Camera Bid Results & Proposal	Proposed Council Action: For approval
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Presented by:	Town Engineer – Stacia Schroeder, PE
Exhibits:	Stormwater Annual C&C Map 2022 SW Annual C&C Bid Results 2022 SW Lowest Qualified Bidder Proposal

Summary:

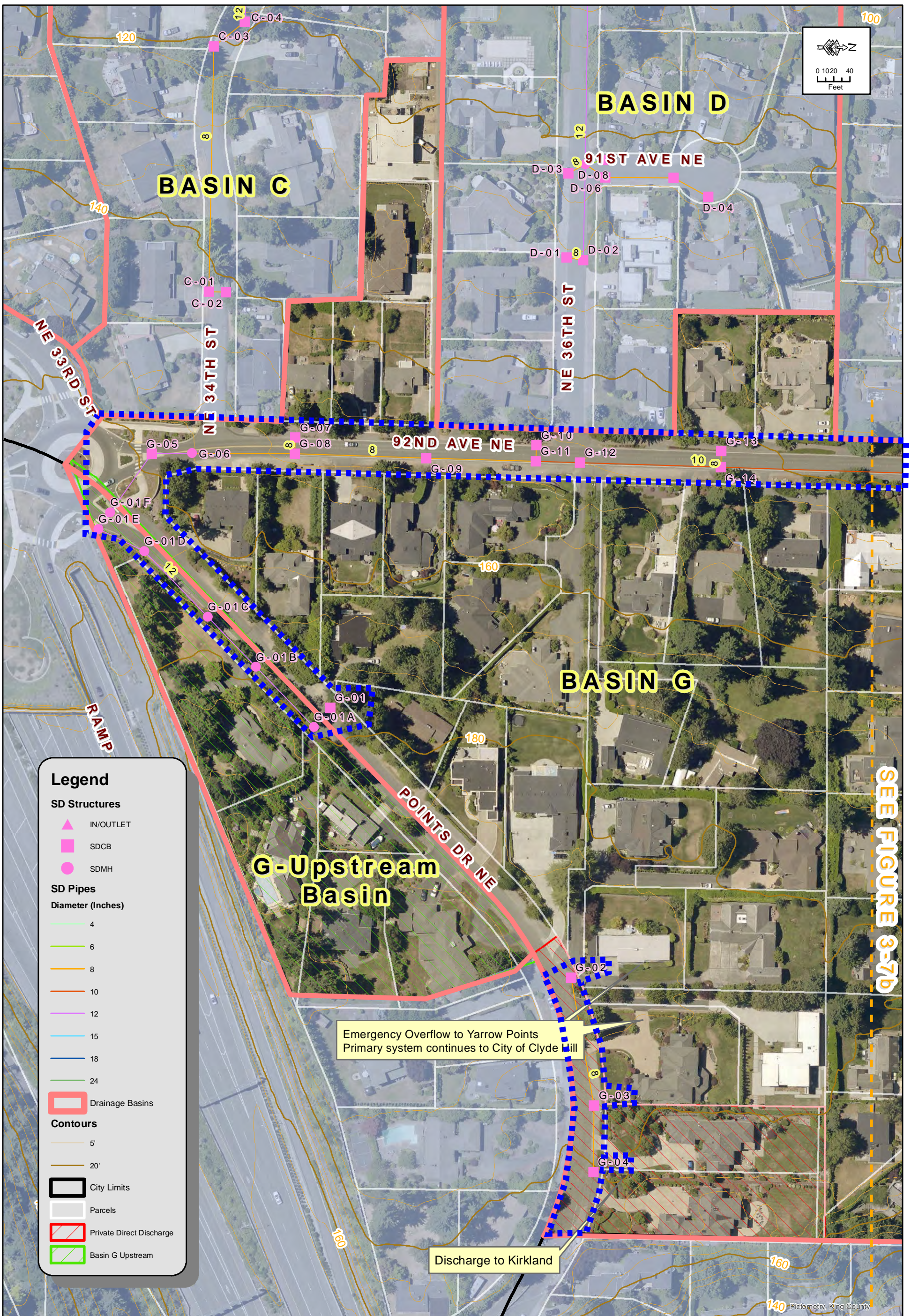
Town staff recently solicited bids from qualified contractors currently listed on the Municipal Research Services (MRSC) Roster for this year’s annual stormwater clean and camera work:

- Points Drive NE – east of 92nd Ave NE
- 3300 – 4700 92nd Ave NE

The Town received 8 bids. The lowest qualified bidder (Pro-Pipe, Inc.) is an Oregon based company looking to expand their operations into the Seattle area. As part of vetting each proposal I confirmed via email that the Pro-Pipe proposal is all-inclusive and we will not be charged extra for travel related costs, dumping fees, water, etc. Please read through their proposal; page 17 of 18 is specifically included for our project.

Recommended Action:

Approve the lowest qualified bidder proposal, Pro-Pipe, Inc. (\$19,557.50).



Legend

SD Structures

- ▲ IN/OUTLET
- SDCB
- SDMH

SD Pipes

Diameter (Inches)

- 4
- 6
- 8
- 10
- 12
- 15
- 18
- 24

- Drainage Basins

Contours

- 5'
- 20'

- ▭ City Limits

- ▭ Parcels

- ▨ Private Direct Discharge

- ▨ Basin G Upstream

Figure 3-7c

Basin G

19357

May 2020

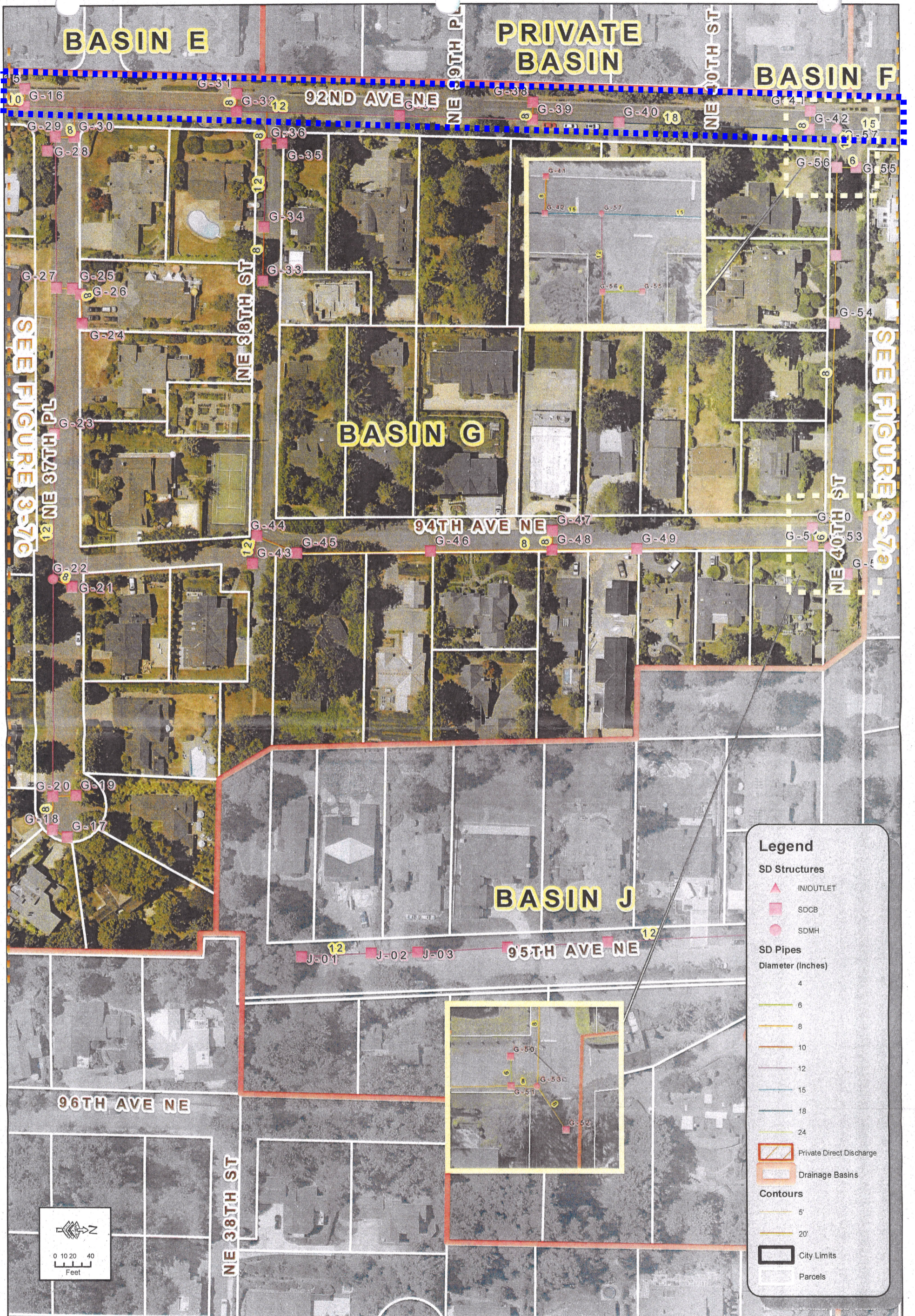


Figure 3-7b

Basin G

19357

May 2020

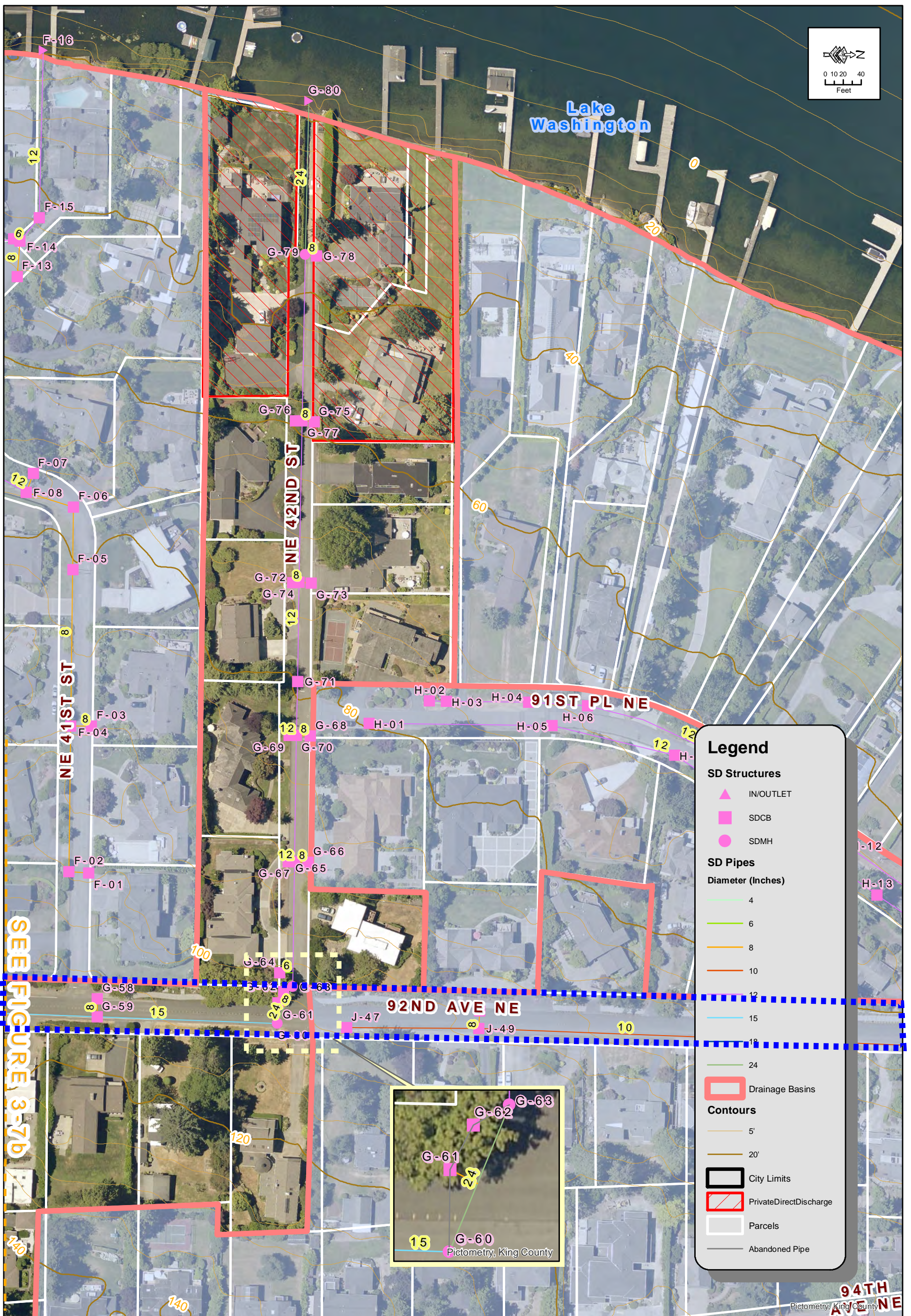


Figure 3-7a

Basin G

19357

May 2020

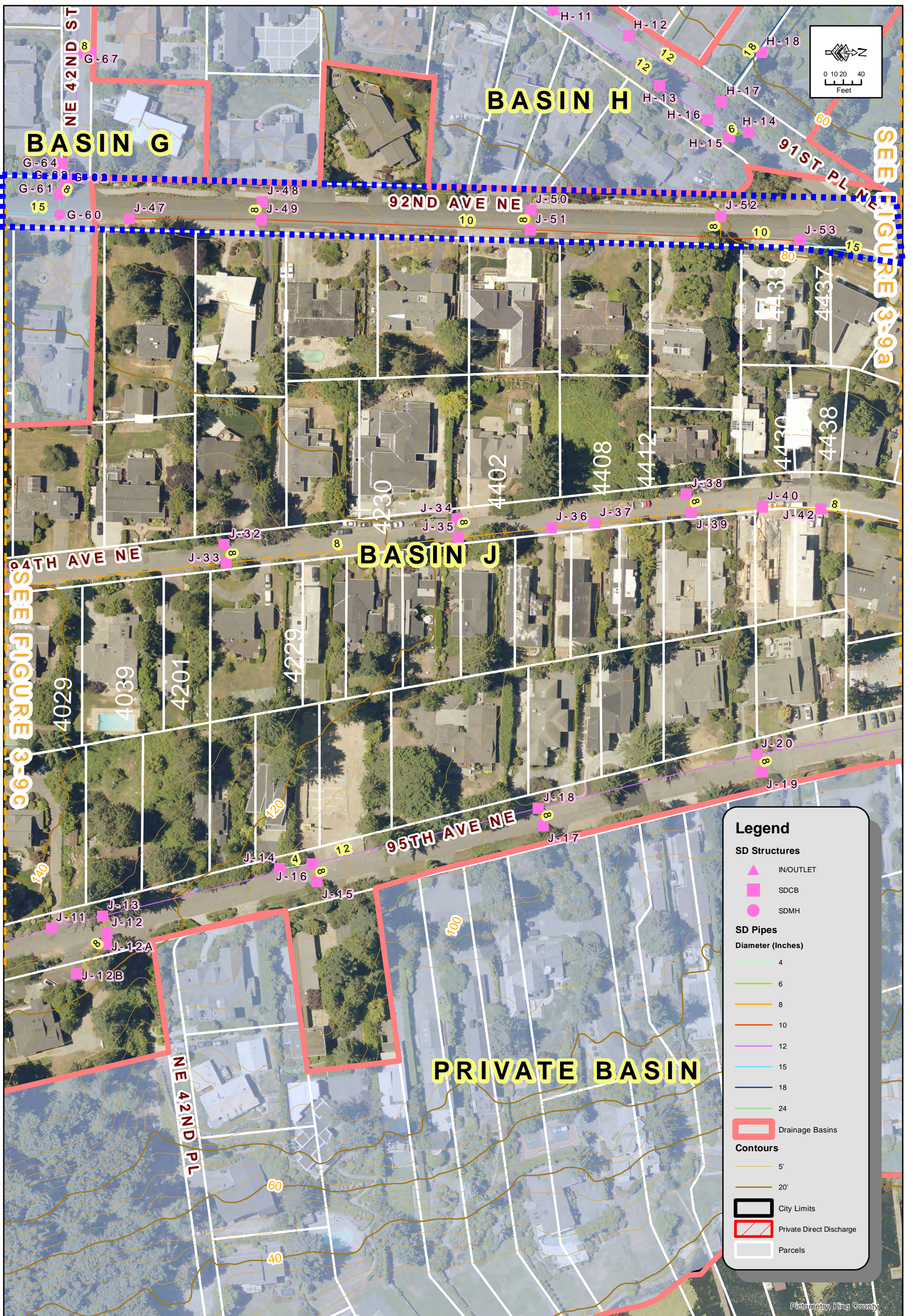


Figure 3-9b

Basin J

19357

May 2020

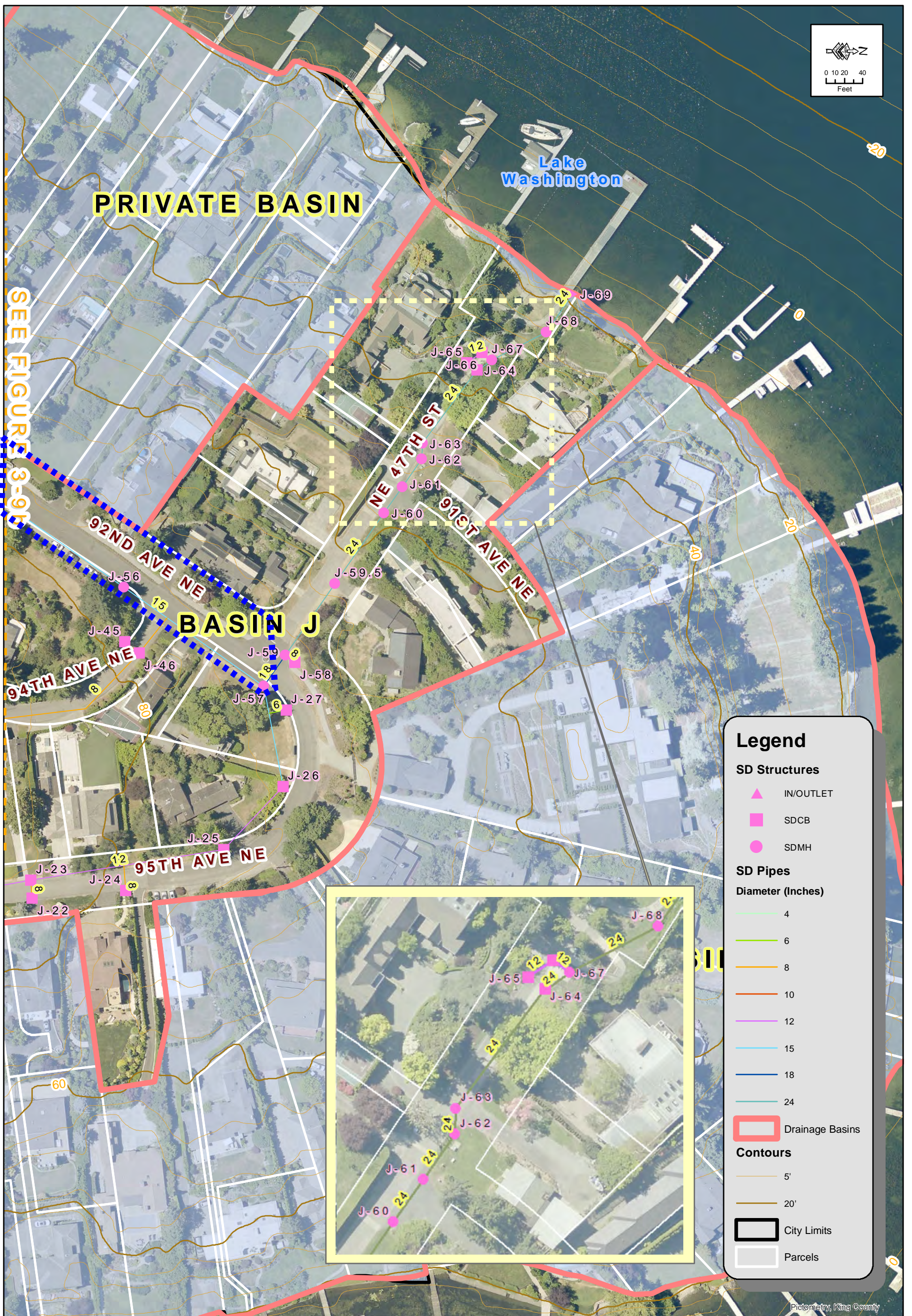


Figure 3-9a

Basin J

19357

May 2020

**2022 SW Annual Clean Camera
Town of Yarrow Point
4/15/22**

Company Information	Date Rec'd	Video	Pipe Clean	Total	Questions/ Concerns
1 Pro-Pipe, Inc. 10650 SW Manhasset Dr Tulatin, OR 97062 Contact: Timothy Hunker Phone: 520-269-9994 Email: timothy.hunker@pro-pipe.com	4/15/2022			\$2.92/LF =\$14,595.00 CCTV & Cleaning =\$3.68 w/ TC	1.) No time estimate provided; \$/LF OK 2.) Traffic control extra \$3,807.50 (LS) ; 92nd Ave NE 3.) Disposal Included: Reduced \$/LF by \$1,155 4.) No additional time charged for travel; verified by email 5.) CBs included; verified by email 6.) Tax is extra 10.1%
2 Action Services Corporation PO Box 4339 Bremerton, WA 98312 Contact: Tony Sandefur Phone: 360-373-4265 Email: tony@getactionservices.com	4/15/2022	\$2.20/LF =\$11,000.00	\$1.95/LF =\$9,750.00	\$4.15/LF = \$20,750.00 CCTV & Cleaning =\$4.15 w/ TC	1.) No hours given; strictly \$/LF 2.) No traffic control estimate provided 3.) Disposal Extra: \$147.50/ton solids and \$0.47/gallon dirty water 4.) Trucks deployed from Fife office; confirmed no extra charge for travel time via email 5.) Tax is extra 10.1%
3 Vortex Services, LLC. 13712 24th St E #C103 Sumner, WA 98390 Contact: Matthew Beyer Phone: 253-339-0807 Email: mbeyer@vortexcompanies.com	4/14/2022	\$1.18/LF =\$5,880.00	\$1.56/LF =\$7,800.00	\$2.74/LF = \$13,680.00 CCTV & Cleaning =\$4.34 w/ TC	1.) Est. 3 days at T&M; 24 hr clean & 24 hr CCTV 2.) Traffic control extra \$8,010.00 (LS) ; 92nd Ave NE 3.) Disposal Extra: \$870 standard fee (for 3 loads) 4.) Estimate is for hourly rates (time and materials), not \$/LF (fixed); 5.) Tax is extra 10.0%
4 Pro-Vac 6622 112th St E Puyallup, WA 98373 Contact: Josh Graves Phone: 253-405-1048 Email: josh.graves@pro-vac.com	4/14/2022	\$1.96/LF =\$9,800.00	\$2.00/LF =\$9,975.00	\$3.96/LF= \$19,775.00 CCTV & Cleaning =\$4.90 w/ TC	1.) Est. 3.5 days at T&M; 35 hr clean & 35 hr CCTV 2.) Traffic control extra \$4,725.00 (Est. \$135.00/hour at T&M; 16 hrs); 92nd Ave NE 3.) Disposal Extra: \$185/ton solids and \$0.48/gallon dirty water 4.) Estimate is for hourly rates (time and materials), not \$/LF (fixed); 5.) Tax is extra 10.0%
5 AIMS Companies 6110 NE Croeni Ave #150 Hillsboro, OR 97124 Contact: Nick Curcio Phone: 503-747-6410 Email: ncurcio@aimscompanies.com	4/15/2022	\$1.50/LF =\$7,500.00	\$1.50/LF =\$7,500.00	\$3.00/LF= \$15,000.00 CCTV & Cleaning =\$5.50 w/ TC	1.) No time estimate provided; \$/LF based on map provided by Town Engr 2.) Traffic control extra \$12,500.00 (Est. \$2,500.00/day at T&M); 92nd Ave NE 3.) Disposal Extra: \$Est. \$3,500.00 4.) Estimate is for \$/LF (fixed), not hourly rates (time and materials); travel time included 5.) Tax is extra 10.0%
6 Drain-Pro, Inc. 5111 85th Ave E, Bldg C-2 Puyallup, WA 98371 Contact: Matt Richardson Phone: 253-325-2479 Email: matt@drain-proinc.com	4/15/2022			\$8.02/LF= \$40,120.26 CCTV & Cleaning =\$8.02 w/ TC	1.) No time estimate provided; \$/LF based on map provided by Town Engr 2.) No traffic control cost est provided; assume \$0 3.) Disposal Included: Reduced \$/LF by \$1,155 4.) Estimate is for \$/LF (fixed), not hourly rates (time and materials); travel time included 5.) Tax is extra 10.0%
7 Ventilation Power Cleaning, Inc. 3914 Leary Way NE Seattle, WA 981073 Contact: Bill Benner Phone: 206-634-2750 Email: bill@powerventilation.com	4/15/2022			\$8.52/LF= \$42,589.38 CCTV & Cleaning =\$8.52 w/ TC	1.) No time estimate provided; \$/LF based on map provided by Town Engr 2.) No traffic control cost est provided; assume \$0 3.) Disposal Included up to 70 tons: Reduced \$/LF by \$1,155 4.) Estimate is for \$/LF (fixed), not hourly rates (time and materials); travel time included 5.) Tax is extra 10.0%
8 Aqualis, Co 20909 70th Ave W. Edmonds, WA 98026 Contact: Alisa Muntz Phone: 206-391-1676 Email: amuntz@aqualisco.com	4/18/2022	\$2.93/LF =\$14,625.00	\$2.95/LF =\$14,750.00	\$5.88/LF= \$29,375.00 CCTV & Cleaning =\$9.24 w/ TC	1.) Est. 5 days at T&M; 45 hr clean & 45 hr CCTV 2.) Traffic control extra est \$16,800.00 3.) Disposal Extra: \$1,925 standard fee (2 days) 4.) Estimate is for hourly rates (time and materials), not \$/LF (fixed); charge for travel time 5.) Tax is extra 10.0%



SERVICES & TECHNOLOGIES

PIPE ASSESSMENT, CLEANING & REHABILITATION



Pro-Pipe is an Affiliate of
National Underground Group

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ABOUT US

Pro-Pipe, Inc. was formed in 1992 to answer the demands of aging wastewater infrastructure. Since then, we have become an industry leader in the assessment, cleaning, and rehabilitation of storm drain and wastewater infrastructure. Pro-Pipe is an affiliate of National Underground Group, which was founded in 1947. In addition to Pro-Pipe, National Underground Group includes: Tri-State Utilities, Accumark Subsurface Utility Services, Benchmark, and Pipevision. Pro-Pipe's offices and operational centers are located in Los Angeles, San Francisco, Las Vegas, Phoenix, Tucson, Portland, Denver, Dallas, Houston and Salt Lake City. Pro-Pipe has over 300 employees and a fleet of 90 CCTV inspection trucks and 40 combination hydrovac trucks, including the latest liquid recycling technology.



PRO-PIPE'S SERVICES INCLUDE:



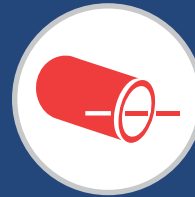
Pipe Condition Assessment & Asset Mapping



Pipe Maintenance & Rehabilitation



Data Integration & Management



Cross Bore Inspection & Prevention

Pro-Pipe has built its success by consistently investing in the newest technologies for assessment, maintenance, and rehabilitation of our nation's underground infrastructure. In turn, we enable facility owners and their engineering partners to best understand underground infrastructure needs and how to address them safely and economically. Our customer focused, solutions oriented mentality has positioned Pro-Pipe as a leader in the industry. We have cultivated long term partnerships based on innovative solutions for our customers, and we continue to foster these relationships while looking to form new partnerships throughout the industry.

“ As surety for Pro-Pipe, I am pleased to recommend this organization and the exceptional abilities it brings to the construction marketplace. ”

Margie Wager, Attorney-in-Fact | Travelers Bond, San Diego CA



OUR SAFETY CULTURE

Pro-Pipe is fully committed to safety. Our detailed and comprehensive Safety Program is focused on encouraging all employees to take personal responsibility for the safety of their customers, themselves, their work colleagues, and their surrounding community. This program has been initiated to provide a focal point for our commitment to safety.

Our success with customers and, consequently, the overall success of our business, depends upon our individual employee's personal skills and contributions. We are united with our customers in achieving success related to all key safety metrics. This begins with personal accountability and genuine personal concern and support for each other's safety and health.

Pro-Pipe believes strongly in the prevention of accidents before they happen. This preventative principle is supported by basic but critical concepts. At the core of our safety culture and policies is the belief that incidents can be prevented through implementation of effective safety and health policies and procedures. This preventative approach requires participation and ownership from all levels of the company and adherence to all safety processes as a condition of employment. We are happy to provide our full safety program documentation upon request.

OUR EXPERIENCE

Our experience is what make us an industry leader. Over the course of our three decades in the underground infrastructure space, we have built our strength and expertise by facing the toughest challenges. Creatively addressing complicated projects, in collaboration with our customers, has led us to invest aggressively in technology. We believe technology, particularly assessment and mapping technology, allows us to deliver the most value to our customers now and into the future. These technologies include traditional CCTV, sidewall scanning 360-degree inspection technology, laser, LiDAR, and SONAR. To ensure we get the most from these tech investments, we have built



out a robust back office QA/QC team based in Phoenix, Arizona. Between our back office QA/QC team, field QA/QC efforts, and field operations teams, Pro-Pipe inspects over 6,000 miles of pipe annually, and converts the data we collect into powerful, meaningful, actionable, and user-friendly assessment tools for our customers.

EXPERIENCE MILESTONES:

- ✓ Three decades of experience
- ✓ Over 100,000 miles of pipe inspected
- ✓ One of the top producers of sidewall scanning mileage in the nation
- ✓ Over 1 million laterals inspected
- ✓ Conducted multiple cross bore inspection programs for gas utilities
- ✓ Performed over 6,000 miles consecutively for a single agency
- ✓ Executed one of the largest condition assessment efforts in the United States
- ✓ Conducted multi-sensor inspection programs throughout the nation
- ✓ Implemented a robust and experienced QA/QC team



All Pro-Pipe inspection operators are NASSCO PACP/LACP/MACP-certified. Pro-Pipe is a proud member of NASSCO and has representatives on many NASSCO committees and workgroups. Pro-Pipe is instrumental in the ongoing development of PACP and other wastewater technology standards and specifications. Pro-Pipe's executive leadership provide an influential role in the industry, nationwide.

OUR SERVICES

ASSESSMENT

- CCTV Inspection
- Mainline Sidewall 3D Digital Scanning
- Manhole Sidewall 3D Digital Scanning
- GIS Inspection Integration
- Lateral Launch CCTV
- Lateral Locating and Marking
- Multi-Sensor Inspection



MAINTENANCE

- Cleaning of:
Pipes, Siphons, Wet Wells, Lift Stations & Digesters
- Mechanical Cleaning
- Hydro Excavation



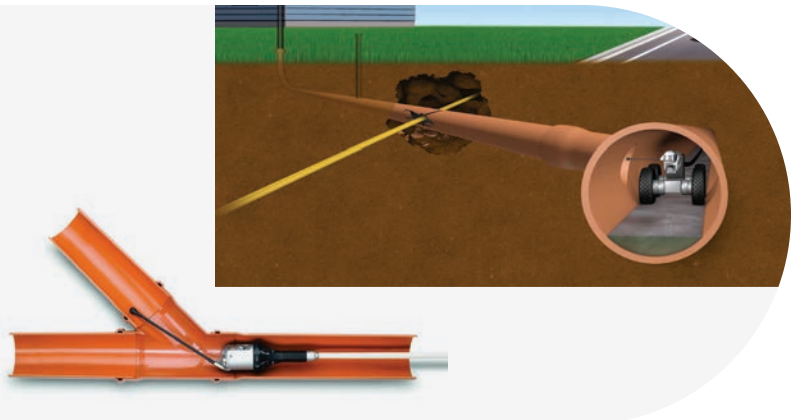
REHABILITATION

- Sewer Lateral Lining
- UV Light Cure Spot Repairs and Lateral Seals
- Short Run Mainline CIPP



CROSS BORE INSPECTION & PREVENTION

- Pre-horizontal Directional Drilling Location and Marking of Sewer Laterals
- Post-horizontal Directional Drilling Inspection for Cross Bores
- Legacy Inspection
- Preventative Solutions
- Risk Assessment
- Data Integration and Management
- Cleaning and Jetting
- Lateral Launch and Push Inspections



DATA INTEGRATION & MANAGEMENT

- All Data Deliverables Viewable in One Location
- Interactive Maps with Video Hyperlinks
- Work Order Management
- Invoicing Management

Observations						
Distance	Length	Code	Reversed	Clock Pos.	Severity	Comment
0.0		APR	No	/		511PH045
0.0		MHW	No	/		
0.0		MNL	No	/		
5.6		RP3	No	7 / 5		

CCTV

CCTV pipe inspection is one of the most versatile services we offer, including self-steering robotic crawlers, all-terrain crawlers, and track-mounted systems, all of which provide NASSCO-compliant, unless otherwise specified, computer-generated schematics, video, and still photo reports using advanced equipment and technology.



Pro-Pipe's systems are capable of inspecting 6" to 108" diameter mainlines and siphons utilizing the following software:

- WinCan v8
- WinCan VX
- WinCan Web
- PipeLogix
- Granite Net
- POSM
- ITPipes

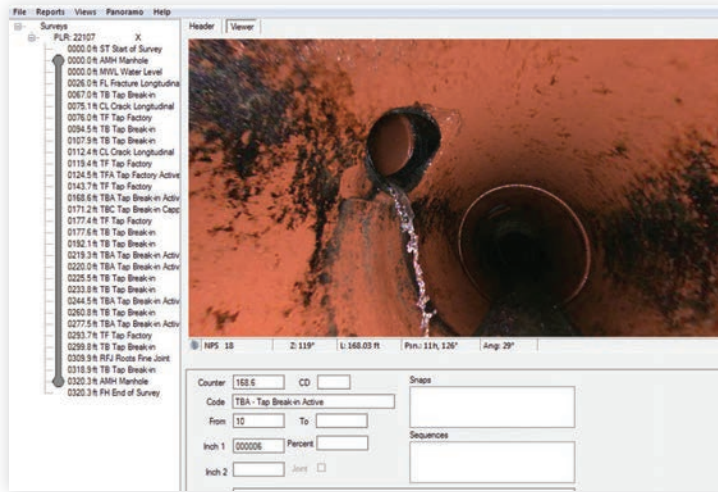
All these software platforms can be integrated into the asset owners' GIS using ESRI ArcGIS Desktop and ArcGIS Online.

These software then produce PACP-exchange databases compatible with asset management programs. Pro-Pipe provides a professional service, using NASSCO-certified operators (PACP, MACP & LACP). Visual documentation is captured in full-color digital format. All equipment is MPEG, MPEG-4, JPEG, and DVD compatible.



SIDEWALL SCANNING PIPE INSPECTION

Our digital pipe scanning services that utilize sidewall scanning technology increases the efficiency of CCTV pipe inspection. The use of two 185° wide-angle, high-resolution cameras with parallel-mounted xenon lights produces a 360-degree spherical image, enabling a user-friendly analysis of the field inspection. The sidewall scanning technology captures 100% of the entire pipe interior, 360-degrees, in less time than conventional video, with six times the digital clarity. This is delivered with a virtual 3D reader that enables the viewer to see, in greater detail, 100% of the pipe interior from any angle – you can pan or tilt at any location, anytime.



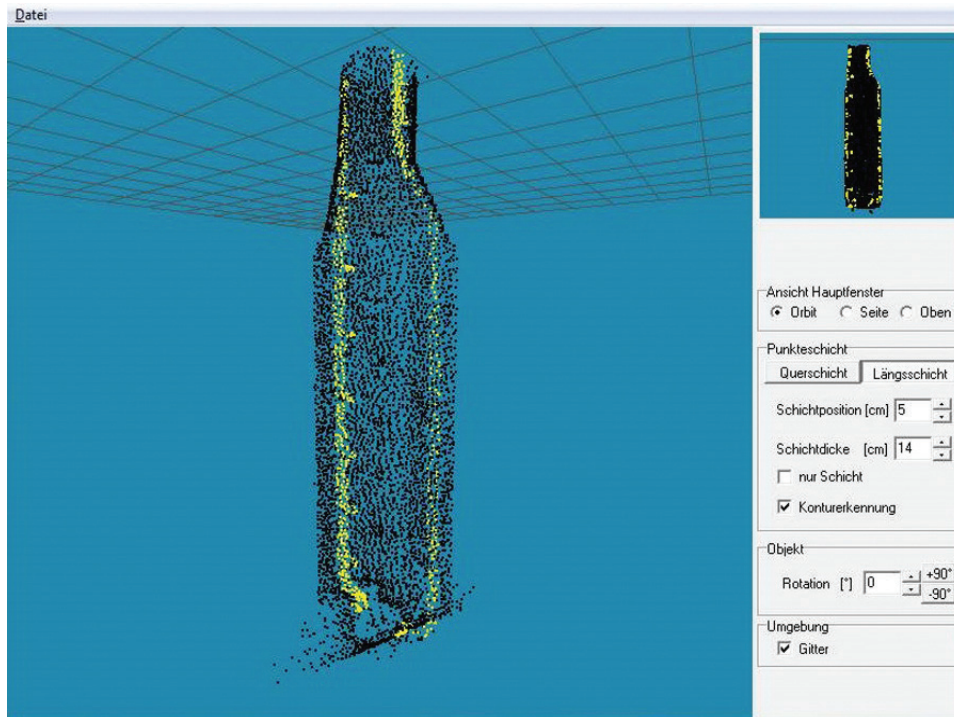
The flat-view component of the reader enables the pipe interior to be reviewed in a plan-view layout with the ability to perform accurate measurements. The review, coding, and assessment are performed independently of the inspection by Pro-Pipe's NASSCO-certified QA/QC team in Phoenix, Arizona. Additionally, the data can be incorporated with GIS, enabling the results to be instantaneously available in an Esri environment. This system has a record of substantially improving internal operating efficiency by which the assessment is performed and utilized. Engineering staff can immediately begin to assess the condition and develop maintenance and rehabilitation programs with better quality.

MANHOLE INSPECTION

Manholes are the first point of contact and the most accessible points of the sewer system. Inspection of manholes should be a vital aspect of any underground sewer system inspection and maintenance program. To achieve the greatest efficiency and cost-effectiveness, no program should be considered complete until the entire system, including manholes, has been inspected and repaired as necessary.



Our sidewall scanning technology enables Pro-Pipe to perform NASSCO MACP Level II inspections with high efficiency. Our technology will scan a manhole rapidly, capturing the entire manhole cavity for review in a virtual 3D Reader. The manhole viewer also produces a point cloud, providing valuable information about the outside of the structure as well as measurement capabilities. Our sidewall scanning technology provides a 360-degree pan, zoom, and tilt optical inspection of any section within the manhole for analysis. Pro-Pipe uses MACP-certified personnel for all manhole inspections.



CCTV LATERAL LAUNCH

Pro-Pipe operates a fleet of CCTV lateral launch systems that allows both mainline and lateral inspections. Our lateral launch technology extends a camera from the robotic transporter up the lateral, reaching up to 150 feet. The lateral launcher has been instrumental for locating sewer service laterals where directional drilling is scheduled to install crossing utility lines. The launching camera has a transmitter which can be tracked on the surface via a sonde that enables the location and depth of a lateral line to be marked on the surface.

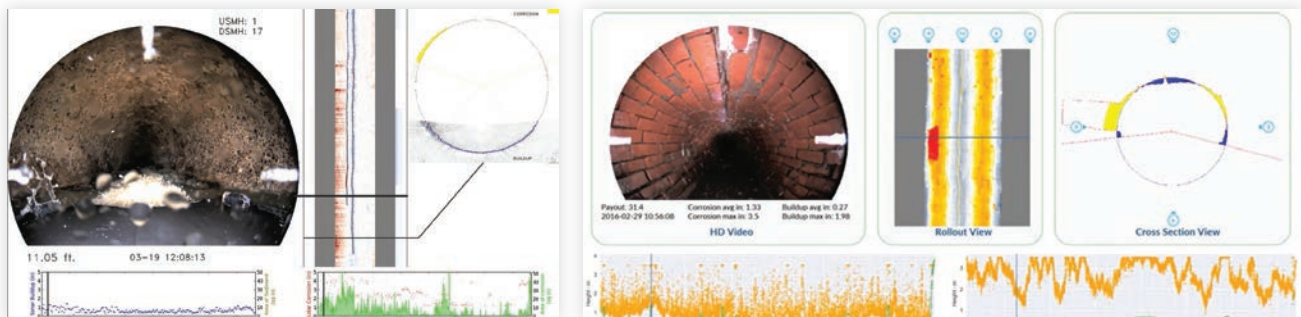


MULTI-SENSOR INSPECTION



Pro-Pipe provides multi-sensor inspection services, including Laser, 2D and 3D LiDAR, and Sonar, through our strategic partnerships. Whether the need is for condition assessment (2D) to determine whether a repair is needed or for rehabilitation planning (3D) to obtain accurate bend analysis and direction of underground structures, Pro-Pipe has the technological capacity to meet each customer's needs.

Pro-Pipe's multi-sensor inspection systems deliver analyses of pipe ovality and capacity, which enables the contractor, municipality, or engineer to determine the internal pipe conditions before, during, or after rehabilitation. Our Laser and LiDAR systems allow for inspection of pipes to assess and accurately measure corrosion and wall loss. Accurate assessment data is also provided to identify holes, fractures, deflection, deformation, and tuberculation. In partially submerged pipes, Pro-Pipe's Sonar inspection provides accurate dimensional data on silt level, grease accumulation, and other blockages below the waterline. We provide a 2D profile of the interior pipe wall, much like a medical MRI, in combination with high-definition CCTV. By combining our suite of multi-sensor technologies, we provide a simultaneous image of pipe, delivering both above and below-waterline data with cross-sectional views of the pipe, with 3D inspection data as required.



PIPE CLEANING

Pro-Pipe owns and manages one of the largest fleets of the latest hydrovac system technology available.

- Operates 24/7
- Cleans Wide Range of Diameter Pipes

Each pipe segment is assessed by the operator on arrival and equipment selection is specified for debris levels and pipe condition of that segment. Pro-Pipe has strategically built our fleet to address the customer's needs across our portfolio. We have a blend of equipment including:

- 35 Standard Cleaning Trucks
- 5 Cleaning Trucks with Recycling Capabilities



Our customers depend on our industry-leading cleaning capabilities for multiple applications. Cleaning improves the pipe's carrying capacity, recovering its hydraulic efficiency. Extracting debris from the pipe facilitates the insertion and movement of inspection tools through the pipe. Cleaning is often required before undertaking pipe rehab work, such as lining and repairs. Routine cleaning can prevent sanitary sewer overflows (SSOs), which can cause property damage and threaten public health.

After evaluating the condition of your pipes, the Pro-Pipe cleaning professionals decide which of the following processes is best for your infrastructure and needs.

Jetting: Power jetting involves blasting water through the sewer line to eliminate the buildup, scale, and blockages that have accumulated over time.

Mechanical: Pushing or pulling a special device through the pipe to scrape even the hardest deposits from the pipe's interior wall.

UV-CURE SECTIONAL LINING, TOP HATS & FULL WRAPS



Pro-Pipe provides advanced cured-in-place pipe (CIPP) repair for main and lateral pipes, complete with ultraviolet cured, factory-impregnated fiberglass resin laminates that form a complete circumferential lining within a 7-minute cure. The system offers innovative technology and superior materials required to ensure high-quality and long lasting CIPP trenchless point repairs, used to rehabilitate pipes ranging in diameter from 6 to 36 inches of any material and cured in 10 minutes with a 3mm wall, stronger than industry standard, felt CIPP liners. This is an excellent solution for cracks, root intrusion, separated joints, infiltration and exfiltration, corrosion, and miscut lateral connections.



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This technology provides a seal between the main pipe and a lateral connection. It is comprised of a resin-impregnated, fiberglass laminate shaped to fit within a lateral service connection and wrap around the main pipe, sealing the connection, including a 360-degree wrap. Epoxy is utilized in addition to the resin to provide an adhesive, watertight seal.

LATERAL CURED-IN-PLACE PIPE

This technology is an engineered main-to-lateral CIPP solution that fully restores the structural integrity of the host pipe, provides a reliable long-term resistance to root intrusion, and ensures a sealed watertight system with verifiable non-leaking molded compression gasket seals. The lateral liner is an engineered, full-circle structural main-to-lateral connection that also renews lateral pipes in one continuous length up to 200 feet without cold joints. Fully compliant with ASTM standards (2561), this rehabilitation system can be designed and stamped by a licensed P.E. from the installation state for both the lateral and the main-to-lateral structural connection.

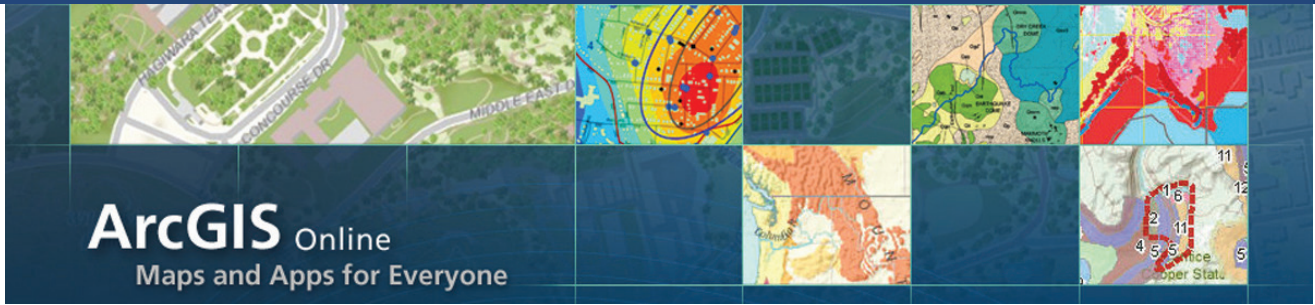
Where municipalities have ownership of the laterals to the property lines, this is an optimal solution for rehabilitation. Making this investment will keep rainwater out of the sanitary sewer system and avoid impact on wastewater treatment plant capacity. Since this is a trenchless solution, it has a minimum impact on the property owner. Finally, from a sustainability viewpoint, harmful sewage pollutants are contained versus potentially being directly exposed to the environment.



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DATA INTEGRATION & MANAGEMENT

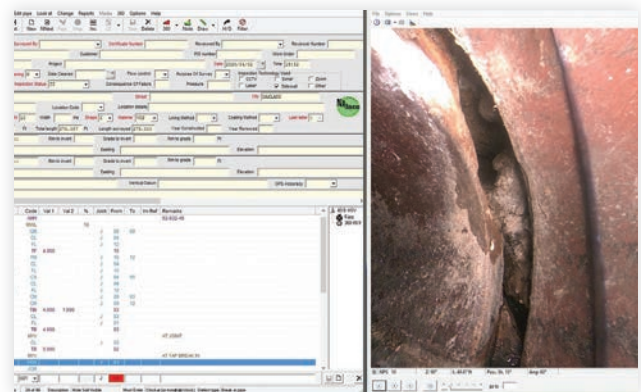
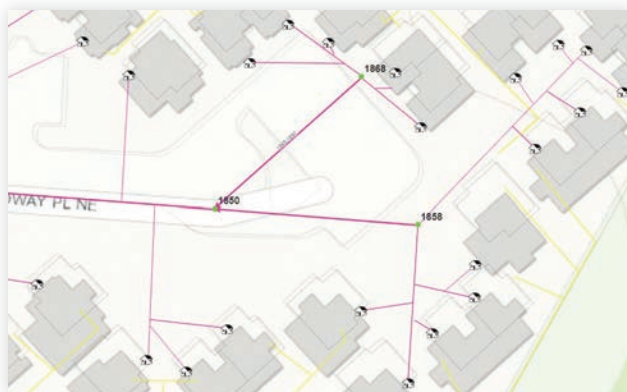
Pro-Pipe has extensive capabilities in terms of data organization and management, especially in a spatial GIS environment. Combining Esri ArcGIS Online with other proprietary technical assets, we give our customers on-demand access to a full suite of inspection data deliverables. These include MPEG-4 H.264 video files, MSI files, GPS locates, custom-coded maps, and reports.

To make project management simple and efficient, we make various Esri applications from the ArcGIS Online suite available to our customers. The Workforce, Collector, and Survey 123 applications enable our customers to manage work order flow, review real-time production in the field, and run various reports. The customer will know when, where, and how all their Pro-Pipe projects are progressing. With this in place, their entire project is an open book.

Pro-Pipe can integrate both high-definition scans and conventional CCTV-recorded observations directly to your GIS program, enabling you to select which observation layer to geographically view and query quantities for instant decision making.

Pro-Pipe routinely integrates the accurate GPS locations of assets, connections, observations, defects, and NASSCO pipe ratings into a GIS database during inspection and can deliver via shape files or geo-databases. The data can include pipe slopes, invert elevations, and any other specified information to eliminate thousands of hours spent sorting, reviewing, and prioritizing critical pipe data.

With this easy-to-use, cloud-based software, you can use location intelligence data to create precise maps that you can share, at any time, from anywhere. Analyzing your data and maps in collaboration with coworkers and other entities helps you make knowledge-based and informed decisions as a team. With full visualization of the pipe, you get a complete picture of your entire infrastructure. This includes detailed records on when inspections have occurred, where repairs have been made, the locations of junctions, and any history of system failures. Our data management services enable you to perform accurate risk assessments, analyze inspection results to avoid redundant work, and plan more effectively for updates and expansions.



QUALITY ASSURANCE & QUALITY CONTROL

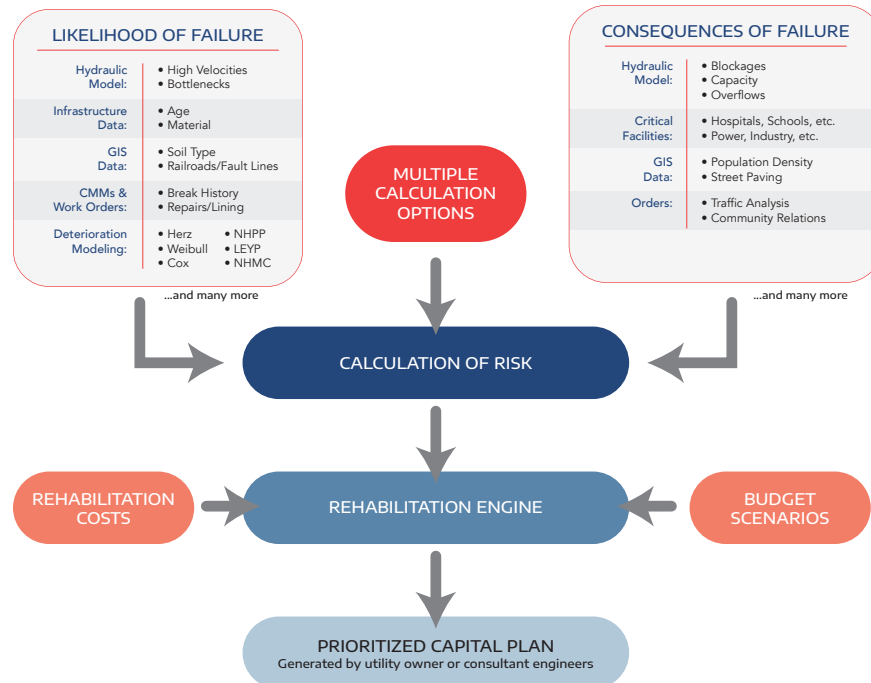
Quality assurance and quality control are essential when collecting data that will be used to make critical infrastructure decisions. A first-class QA/QC program starts in the field with collecting the highest quality data, NASSCO coded by PACP, MACP, and LACP-certified technicians, utilizing the most technologically advanced video, digital scanning, and multi-sensor inspection equipment. Pro-Pipe complements its NASSCO-certified field operations teams with a robust back office QA/QC team, to ensure the effectiveness of the data exceeds the expectations of the customers relying on such data to make vital decisions that affect public health and safety.



The QA/QC team is responsible for a variety of analytical and administrative functions, including:

- Reviewing pipe videos for compliance and completeness
- Formulating quality control standards
- Maintaining data and check logs
- Overseeing inspection activity throughout the project cycle
- Daily reporting
- Deliverables from large project deliverable cycles to large geo-integrated deliverables

Example NASSCO GIS integration deliverables: Geolocate manholes and use asset identification to track cleaning efforts. Hyperlink video and manhole structures to current GIS map, facilitating deliberate asset management.



CUSTOMER SEGMENTS

MUNICIPALITIES

We partner with hundreds of municipalities, sanitation districts, political subdivisions, and utility owners to support their pipe maintenance requirements such as cleaning, condition assessment, small diameter mainline rehabilitation, and lateral rehabilitation. We also provide comprehensive pipe assessment and mapping services. Using Pro-Pipe as a sole source, these public entities trust Pro-Pipe to keep their infrastructure safe and to work with city staff and their consultants to provide a framework for capital improvement.

PROJECT PORTFOLIO:

City of Los Angeles, CA

Condition assessment & rehabilitation services. Pro-Pipe has averaged 500 miles annually for 13 consecutive years for the City of L.A.

City of Victorville, CA

1.9 million-foot assessment; nine months to complete the field work and an additional five weeks to create the final deliverable

City of Las Vegas, NV

Panorama & rehabilitation services contracted with City consultants; over 600 miles of high-definition pipe scanning completed to date

City of Loveland, CO

Condition assessment of 32,721 LF of 8"-12" sanitary sewer and rehabilitation of 431 service laterals

City of Billings, MT

Condition assessment and cleaning of 4,735 LF of 60" sanitary sewer

City of Derby, KS

Condition assessment and cleaning of 225,000 LF of sanitary sewer

Pima County, AZ

750-mile condition assessment and rehabilitation services

City of Roseburg, OR

Cleaning and condition assessment with lateral lining rehabilitation

City of Plano, TX

Ongoing condition assessment of 622,685 LF of sanitary sewer; 2,500 Level II MACP inspections

City of Hays, KS

Ongoing cleaning and condition assessment of sanitary sewer. 360,000 LF cleaned and inspected to date

Town of Bennington, OK

Condition assessment and cleaning of 34,000 LF of sanitary sewer

South Island Public Service District, SC

100,000 LF cleaning and condition assessment with rehabilitation services

CUSTOMER SEGMENTS

NATURAL GAS UTILITIES

Pro-Pipe is an industry leader in partnering with natural gas utilities to eliminate the risk of deadly explosions caused by cross bores, which occur when sewer laterals accidentally intersect with gas lines during trenchless installation. We do this in two ways: by preventing cross bores during new gas line installations, and by locating existing cross bores referred to as legacy.

EXAMPLE PROJECTS:

- Cross bore programs for several major gas utility companies that provide utility services to California, Arizona, Nevada, Colorado, Texas, and New Mexico
- We also provide cross bore programs for contractors working on behalf of natural gas operators




ENGINEERING FIRMS & CONTRACTORS

We are a leading partner for civil and environmental engineering firms and contractors who consult with pipe owners, such as cities, sanitation agencies, the federal government, and large HOAs. We provide various assessment technologies to these firms, allowing them to make the best recommendations to their clients on pipe rehabilitation and replacement.

EXAMPLE ENGINEERING PARTNERS:

- | | | |
|-----------------------------------|---------------------|-------------|
| • Project Engineering Consultants | • Carollo Engineers | • HDR |
| • Brown & Caldwell | • AECOM | • CDM Smith |
| | • Black & Veatch | • Stantec |

Oregon License No. 210754 Quote # OR: 41522				Pro-Pipe, Inc. 10650 SW Manhasset Dr, Tualatin, OR 97062 O: 800 784 7473 F: 602 861 1423 Timothy Hunker M: 520-269-9994 timothy.hunker@pro-pipe.com pro-pipe.com		
PROPOSAL SUBMITTED TO: Town of Yarrow Point		DATE 4/15/2022	PHONE			
STREET (Business address)		JOB / PROJECT NAME 2022 Stormwater Annual Clean & Camera Project				
CITY, STATE AND ZIP CODE		JOB LOCATION Yarrow Point, WA				
CONTACT NAME Stacia Schroeder sschroeder@yarrowpointwa.gov		PREVAILING WAGE QUOTE				
ITEM	DESCRIPTION	QTY	UNIT	PRICE	TOTAL	
1	CCTV Inspection and Cleaning - 8"-18" Storm	5,000	LF	\$3.15	\$15,750.00	
2	Traffic Control	1	LS	\$3,807.50	\$3,807.50	
GRAND TOTAL:					\$19,557.50	
WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: Payment terms: Dollars: <u> \$19,557.50</u> 30 Days of Invoice This proposal shall be incorporated into the service contract when Pro Pipe is listed as a subcontractor.						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Maximum allowable interest charge on overdue invoices. Professional Pipe Services will provide certificate of insurance upon request. <div style="text-align: center; margin-top: 10px;"> Authorized Signature: _____ This proposal may be withdrawn by us if not accepted within 30 days. </div>						
ACCEPTANCE OF PROPOSAL : The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Requests for additional services beyond the above outlined scope will be submitted by written change order and payment thereof made accordingly.						
_____ Date		_____ Customer Signature				
		_____ Print name/Title				



47 Discovery, Suite 250 | Irvine, CA 92618
800.784.7473 | www.Pro-Pipe.com



Pro-Pipe is an Affiliate of
National Underground Group

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

Agenda Bill 22-35
May 10, 2022



Resolution Approving and Authorizing ILA Disposition of Property aAgreement with KCWD Number 1	Proposed Council Action: For approval.
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Presented by:	Mayor Katy Kinney Harris
Exhibits:	<ul style="list-style-type: none">• KCWD Number 1 Disposition Agreement.• Resolution No. 362 Authorizing Execution of Disposition Agreement.

Summary:

A Resolution approving and authorizing ILA Disposition of property agreement with KCWD Number 1.

Recommended Action:

Approve Resolution No. 362, A RESOLUTION OF THE TOWN OF YARROW POINT, WASHINGTON, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL DISPOSITION OF PROPERTY AGREEMENT WITH KING COUNTY WATER DISTRICT NUMBER 1.

INTERGOVERNMENTAL DISPOSITION OF PROPERTY AGREEMENT

1. AGREEMENT

This Intergovernmental Disposition of Property Agreement (“Agreement”) is entered into as of the date of the last signature below (“Effective Date”) by and between King County Water District No. 1, Washington, a Washington water-sewer district (“District”), and the Town of Yarrow Point, Washington, a Washington town (“Town”) (each a “Party” and collectively the “Parties” to this Agreement).

2. RECITALS

2.1 Under Title 57 RCW, the District owns a municipal water supply and distribution system (“System”) that serves a geographic area (“District Service Area”) lying entirely within the boundaries of the Town in King County, Washington.

2.2 The District previously entered into an Interlocal Agreement for Purchase of Water Supply, System Improvements and Maintenance & Operations with the City of Bellevue (“Bellevue”), dated January 29, 2004, amended January 28, 2005 and September 28, 2015 (“Bellevue Agreement”).

2.3 The Bellevue Agreement specifies the District will continue to exist and own the System until all remaining cash assets of the District have been disbursed. At that time, the District will be assumed by Bellevue and the District will dissolve.

2.4 Taking into account all current expenses and anticipated future costs to effect assumption, dissolution and the winding up of the affairs of the District, approximately \$2,000,000 in cash assets of the District (“Surplus Cash”) must be disbursed in order to effect assumption of the District in accordance with the Bellevue Agreement.

2.5 RCW 39.33.010 authorizes the District to “... transfer, exchange ... or otherwise dispose of any property, real or personal ... to the state or any municipality or any political subdivision thereof ... on such terms and conditions as may be mutually agreed upon by the proper authorities of the state and/or the subdivisions concerned.”

2.6 RCW 35.27.370(2) authorizes the Town to “... receive such real estate and personal property as may be necessary or proper for municipal purposes”

2.7 On April 26, 2022, after providing notice, the District held a public hearing in the Town regarding disposition of the Surplus Cash to the Town. Following the hearing, the District Board of Commissioners adopted District Resolution No. 2022-02, authorizing disposition of the Surplus Cash to the Town.

2.8 The Town is in need of funds for the purposes of undergrounding utilities and improving street lighting within the District Service Area (“Projects”), which are proper municipal purposes of the Town.

2.9 To promote the public health, safety and welfare, the Parties enter into this Agreement regarding transfer of the Surplus Cash by the District to the Town for purposes of accomplishing the Projects.

3. TRANSFER AND USE OF SURPLUS CASH

3.1 Transfer of Surplus Cash. The District, for the rights and benefits provided to the District and the residents of the District Service Area under this Agreement and other good and valuable consideration the receipt of which it acknowledges, transfers, conveys, assigns and delivers to the City, and the City accepts, the Surplus Cash.

3.2 Use of Surplus Cash. The Town shall use the Surplus Cash solely for the purpose of accomplishing the Projects.

3.3 Mutual Finding with Respect to Transfer. The Parties expressly find, determine and agree that the mutual rights, benefits, obligations and covenants described in this Agreement, including accomplishing the Projects, represent an exchange of true and full value for the Surplus Cash.

3.4 Closing. The transfer of the Surplus Cash will occur on a date or dates mutually acceptable to the Parties that must occur no later than December 31, 2023.

3.5 Duration and Termination. This Agreement is effective and in full force from and including the Effective Date and terminates on such date that there is on file with the Town Clerk-Treasurer a certificate of the Town Engineer certifying that all of the Surplus Cash has been expended by the Town on the Projects.

4. GENERAL

4.1 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings regarding the Surplus Cash and the Projects. No amendment of or supplement to this Agreement is valid or effective unless made in writing and executed by the Parties.

4.2 Governing Law. This Agreement is governed by and construed according to the laws of the State of Washington.

4.3 Successors. All of the rights and obligations contained in this Agreement inure to the benefit of and are binding upon the successors of the Parties.

4.4 Third Party Rights. This Agreement is solely for the benefit of the Town, the District and the residents of the District Service Area. This Agreement does not grant any right to any other party or person.

4.5 Severability. The provisions of this Agreement are separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, holds any provision of this Agreement invalid or unenforceable as to any person or circumstance, the offending provision, if feasible, is modified to be within the limits of enforceability or validity. If

the offending provision cannot be modified, it is null and void with respect to the particular person or circumstance. All other provisions of this Agreement in all other respects, and the offending provision with respect to all other persons and all other circumstances, remain valid and enforceable.

4.6 Captions. Captions given to the various provisions of this Agreement are for convenience only and are not intended to modify or affect the meaning of any provision.

4.7 Counterparts. This Agreement may be executed and delivered in counterparts, each of which is considered an original and all of which together constitute one and the same agreement.

4.8 Authority. The individuals signing below represent and warrant that they have the requisite authority to bind the Parties on whose behalf they are signing.

This Agreement is executed by each Party as set forth below:

KING COUNTY WATER DISTRICT NO. 1

TOWN OF YARROW POINT

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

**TOWN OF YARROW POINT
RESOLUTION NO. 362**

**A RESOLUTION OF THE TOWN OF YARROW POINT, WASHINGTON,
APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL DISPOSITION
OF PROPERTY AGREEMENT WITH KING COUNTY WATER DISTRICT
NUMBER 1.**

WHEREAS, under Title 57 RCW, the King County Water District Number 1 (“District”) owns a municipal water supply and distribution system that serves a geographic area lying entirely within the boundaries of the Town of Yarrow Point in King County, Washington; and

WHEREAS, RCW 39.33.010 authorizes the District to “... transfer, exchange ... or otherwise dispose of any property, real or personal ... to the state or any municipality or any political subdivision thereof ... on such terms and conditions as may be mutually agreed upon by the proper authorities of the state and/or the subdivisions concerned”; and

WHEREAS, RCW 35.27.370(2) authorizes the Town to “... receive such real estate and personal property as may be necessary or proper for municipal purposes”; and

WHEREAS, on April 26, 2022, the District’s Board of Commissioners approved Resolution Number 2022-02, finding that it was in the best interest of the District to dissolve the District; and

WHEREAS, pursuant to RCW 39.33.010, the District desires to transfer the certain cash assets held by the District to the Town to be used by the Town solely for the purposes of undergrounding utilities and improving street lighting within the service area of the District (“Projects”); and

WHEREAS, pursuant to RCW 35.27.370(2), the Town Council desires to accept and utilize the District’s offer of property by approving and authorizing the execution of the Intergovernmental Disposition of Property Agreement as provided herein.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF YARROW POINT, WASHINGTON AS FOLLOWS:

SECTION 1. Approval of Intergovernmental Disposition of Property Agreement; Execution Authority. The Town Council hereby approves the Intergovernmental Disposition of Property Agreement Between King County Water District No. 1 and the Town of Yarrow Point for the transfer of certain cash assets to accomplish the Projects substantially in the form provided in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full. The Mayor is hereby authorized to execute said Agreement on behalf of the Town, inclusive of any minor revisions deemed reasonably necessary and appropriate by the Mayor.

SECTION 2. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the Town Council of the Town of Yarrow Point, at its regular meeting thereof this 10th day of May, 2022.

Katy Kinney Harris, Mayor

Approved as to form:
Ogden Murphy Wallace, PLLC

Attest/Authenticated:

Office of the Town Attorney

Bonnie Ritter, Town Clerk-Treasurer

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

Agenda Bill 22-36
May 10, 2022

Honorary Payment to the Mayor	Proposed Council Action: Adopt Ordinance No. 717
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Presented by:	Councilmember Carl Scandella
Exhibits:	Ordinance No. 717

Summary:

The Mayor’s monthly “honorary payment” was last adjusted in March of 2016, when it was amended from \$2,500/month to \$2,750/month. It is proposed that this stipend now be raised from \$2,750 to \$3,000. It is believed that this raise is justified because the Mayor’s stipend has not considered for cost of living adjustments like the full time employees.

Recommended Action:

Adopt Ordinance No. 717: An Ordinance of The Town of Yarrow Point, Washington Increasing the Amount of the Honorary Payment Made to the Mayor for Services Rendered in Her Capacity as Official Representative of the Town; Increasing the Amount of the Honorarium Payment from \$2,750 Per Month to \$3,000 Per Month; and Setting the Effective Date of the Increase as June 1, 2022.

**TOWN OF YARROW POINT
ORDINANCE NO. 717**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON
INCREASING THE AMOUNT OF THE HONORARY PAYMENT MADE TO THE MAYOR FOR
SERVICES RENDERED IN HER CAPACITY AS OFFICIAL REPRESENTATIVE OF THE TOWN;
INCREASING THE AMOUNT OF THE HONORARIUM PAYMENT FROM \$2,750 PER MONTH TO
\$3,000 PER MONTH; AND SETTING THE EFFECTIVE DATE OF THE INCREASE AS JUNE 1, 2022**

WHEREAS, a monthly honorarium payment was established for the position of Mayor by passage of Ordinance No 512 effective January 1, 2002, and

WHEREAS, Ordinance No. 664 of March 8, 2016 raised this payment from \$2,500 to \$2,750; and

WHEREAS, this Mayor's payment has not received any cost of living adjustments along with Town employees; and

WHEREAS, the Mayor is an elected official of the Town serving the Town Council and the residents of the Town; and

WHEREAS, the Council acknowledges that the Mayor's representation of the Town at a regional level involves a time commitment other than presiding over Council meetings; and

WHEREAS, the Council further recognizes that public participation in local government has increased over the years and the duties of the Mayor have increased with public participation, and

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

Section 1. Honorarium increased in amount.

(A) The honorarium payment for the The Mayor of the Town of Yarrow Point shall be increased from \$2,750 to \$3,000 per month

(B) The increased honorarium payment shall begin and be effective on June 1, 2022.

Section 2. Validity. If any section, paragraph, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council hereby declares that they would have passed this Ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraph, clauses or phrases may subsequently be found by competent authority to be unconstitutional or invalid.

PASSED by the Council of the Town of Yarrow Point this 10th day of May, 2022.

ATTEST: Bonnie Ritter, Clerk-Treasurer

Mayor Katy K Harris

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

Agenda Bill 22-37
May 10, 2022



Little Lending Library Placement Options	Proposed Council Action: For approval.
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Presented by:	Engineer Stacia Schroeder
Exhibits:	<ul style="list-style-type: none">• Little Lending Library placement options.

Summary:

Review and approve the proposed options for sites and designs for little libraries at Town Hall and Road End Beach.

Recommended Action:

Approve the proposed options for sites and designs for little libraries at Town Hall and Road End Beach.

April 2022

Little Lending Library

3 placement options at the Playground



In order of recommended placement:

- **A:** At corner of 2 paths, east of walkway and opening towards the downhill walkway
- **B:** At intersection of the paths, in front of the benches. Room to add some plantings around the base
- **C:** In the woodchips to the right of the benches

3 placement options at the Road End Beach



*

- **A:** To the right of the entrance to the dock, next to the garbage cans in the dirt.
- ***B:** In the dirt, a few feet behind the historical sign and facing into the side of the parking space.
- **C:** In the dirt, to the right of the parking sign, on the east side of the road end beach entrance

***Recommended placement**

Design Option 1

Kit, unfinished with adjustable shelf height to fit kid board books



Two Story Gable Unfinished Little Free Library

\$ 299.95

Library box interior dimensions: 20.75" tall x 8.5" deep x 16.5" wide



Library Post with Topper Kit

\$ 79.95

Design Option 2

Custom made and using one of the shingled roofs of the town's mail pagodas (there's an extra one at town hall)



Custom made but using the roof of one of our town's mailbox pagodas

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

Agenda Bill 22-38
May 10, 2022



Commemorate Istvan Lovas' 25 years of service to the Town.	Proposed Council Action: For approval.
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Presented by:	Mayor Katy Kinney Harris
Exhibits:	<ul style="list-style-type: none">• Resolution No. 363

Summary:

Commemorate Public Works Director Istvan Lovas for his 25 years of service to the Town of Yarrow Point.

Recommended Action:

Approve Resolution 363, A RESOLUTION OF THE TOWN OF YARROW POINT, WASHINGTON, RECOGNIZING ISTVAN LOVAS, PUBLIC WORKS COORDINATOR, FOR 25 YEARS OF SERVICE WITH THE TOWN OF YARROW POINT, AND NAMING THE OPEN SPACE AT THE END NE 42ND STREET "ISTVAN'S LANDING"

**TOWN OF YARROW POINT
RESOLUTION NO. 363**

**A RESOLUTION OF THE TOWN OF YARROW POINT, WASHINGTON, RECOGNIZING
ISTVAN LOVAS, PUBLIC WORKS COORDINATOR, FOR 25 YEARS OF SERVICE WITH
THE TOWN OF YARROW POINT, AND NAMING THE OPEN SPACE AT THE END OF
NE 42ND STREET "ISTVAN'S LANDING"**

WHEREAS, Istvan Lovas started working for the Town of Yarrow Point on May 5, 1997; and

WHEREAS, May 5, 2022 marked Istvan's 25th work anniversary with the Town of Yarrow Point; and

WHEREAS, Istvan has served the Town by grooming and watering plants, ridding the right-of-way of weeds, trimming trees, plants and shrubs, maintaining the open spaces, the beach, park and playground, and keeping our Town at the pristine level that its residents expect; and

WHEREAS, Istvan not only serves the Town with his manual labor, he also unknowingly serves as the Public Relations liaison for the Town by using his natural gift of gab to create adherence between the Town and its residents.

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

To thank Istvan for his 25 years of service to the Town, and honor him by naming the open space at the end of NE 42nd Street, Istvan's Landing.

Adopted by the Town Council this 10th day of May, 2022.

Attest: Bonnie Ritter, Clerk-Treasurer

Mayor Katy K. Harris

Sharing Bench installed in Sally's Alley

The Sharing Bench has been assembled and installed in Sally's Alley with the generous help of Laurie and Jim Bugbee.

Already neighbors are sharing rhubarb, kale, spring flowers and thoughts.



Town Council Project Tracking Sheet



Project Number	Project Description	Status	Priority	Lead person	Date/year started	Updated	Date/year Complete	Comments
21-01	Park Board Improvements to Sally's Alley	Started		John McGlenn/Park Board/Mayor/Attorney	10/21/22	4/26/22		On hold while Mayor and Attorney strategize Land Use.
21-05	ROW Parking Overhaul; separate Construction Parking and ROW Parking	Future	High	Staff/Attorney/ Building Official	10/21/21	4/25/22		Mayor working with Town Attorney and Building Official. May Council meeting discussion.
21-07	Emergency preparedness	Future		Mayor & staff				Summer project.
22-03	Add additional streetlights on 95th Ave NE	Started		Town Engineer	1/22/22	4/7/22		Town Engineer Schroeder has contacted PSE to add 6 additional lights to 95th. PSE responded on 3/14 . PSE notified us on 4/7/22: "Please understand we are still experiencing a huge backlog of work due to staffing issue. so it will take a bit to field and complete costs." No updates.
22-04	Traffic backups on roundabout	Future		Mayor/Clyde Hill/WSDOT	1/22/22	5/5/22		Council discussed traffic backups off the freeway and roundabout due to a school buses and parents. Work with WSDOT and Clyde Hill to improve pedestrian safety and traffic @ roundabout. (Summer project.)
22-05	Addition of one Flock Safety LPR camera to capture vehicles exiting the Point on 92nd	Started	High	Staff	2/8/22	5/5/22		The camera is scheduled to be installed on 5/11/22.
22-06	Follow up with WSDOT regarding restoration to roundabout due to truck accident in December	Completed		Staff	2/10/2022	2/22/2022	4/7/2022	WSDOT repaired the broken fence in March. Istvan reports that the landscaping looks OK and will need a little time to grow back.
22-07	Sport Court refinishing	Started		Austen	2/10/22	4/26/22		The sport court is ordered and will be installed by end of June.
22-08	Roundabout Safety	Started		Mayor & Council	1/11/22	2/1/22		Roundabout pedestrian safety concerns. Consider a barrier between the pathway and roadway (this could include plantings.) No updates.
22-11	Safe corner passing NE 40th/95th	Started		Staff & Park Board	3/3/22			Planning walking path around corner on Buchanan's property and ROW. No updates. Summer or fall project.
22-12	Additional (6) paddleboard slots at end of NE 42nd St.	Completed		Mayor & Staff	4/8/2022		5/5/2022	There are currently 15 paddleboard slots.
22-13	Plaque honoring Peter D. Swindley	Started		Councilmember Carl Scandella	4/12/2022	5/5/2022		Councilmember Scandella formed a committee and they are working on a plaque.
22-14	Open house in Yarrow Point RE: PSH	Started		Mayor	4/12/2022	5/5/2022		We are directing people to open houses in Kirkland for the time being as they create the term sheet & neighborhood agreement.

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22-15	Re-stain Town Hall	Started		Staff	4/12/2022	5/5/2022		We are getting quotes. The project will likely happen in 2023 due to contractor schedules.
22-16	Park Rules	Future		Mayor & Staff	4/18/2022	5/5/2022		Create park rules for the sport court. (June project.)
22-17	Spruce up two signs in front of Town Hall	Started		Public Works	5/3/2022			Istvan will get a quote to have the signs restained.
22-18	Redo numbering system on paddleboard slots	Started		Staff	5/4/2022	5/5/2022		Redo the numbering system for paddleboard slots at end of NE 42nd St. Complete by end of May.
22-19	Construction Parking Enforcement	Started		Mayor & Building Official	4/15/2022			Mayor, Attorney and Building Official are strategizing how to add enforcement to ROW construction parking.
22-20	Construction Parking Violation Notices	Started		Mayor & Deputy Clerk	4/15/2022			Create notices for the Building Official to warn illegally parked vehicles.
22-11	Commemorate Istvan's 25 years with a party and 42nd St Beach "Istvan's Landing"	Started		Mayor & Staff	5/2/2022			The party is June 1 and we are working on the commemoration and party at this time.
Last update: 5/5/2022 Color Code Key: Completed Future Started								