



Mayor: Katy Kinney Harris

Councilmembers: Stephan Lagerholm, Carl Scandella, Chuck Porter, Andy Valaas, Kathy Smith

Town Attorneys: Scott Missall and Emily Miner

Clerk-Treasurer: Bonnie Ritter

Deputy Clerk: Austen Wilcox

Meeting Participation

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 3:30 PM on the day of the 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 if you wish.) You will be asked to stop when you reach the 3-minute limit.

Join on computer, mobile app, or phone

1-253-215-8782

Meeting ID: 843 1422 6989#

<https://us02web.zoom.us/j/84314226989>

1. **CALL TO ORDER:** Mayor Katy Kinney Harris

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL:** Councilmembers Stephan Lagerholm, Carl Scandella, Chuck Porter, Andy Valaas, Kathy Smith

4. **APPROVAL OF/AMENDMENTS TO AGENDA**

5. **STAFF REPORTS (15 minutes)**

6. **APPEARANCES/PUBLIC COMMENT**

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.

7. **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.

REGULAR BUSINESS (40 minutes)

8. **AB 22-61 – Gray & Osborne, Inc 94th Ave NE Civil Design - approve contract**

9. **AB 22-62 – Sally’s Alley Walking Path Enhancements**

A. Adopt Ordinance 725, Authorizing and implementing Town Plans for enhanced pedestrian walkway and related uses of Sally’s Alley (NE 38th St) restricting automotive uses

10. AB 22-63 – Sally’s Alley Master Plan: Purpose and Background Information

11. AB 22-64 – Budget Amendment for Year 2022

A. Adopt Ordinance 726, amending the budget for fiscal year 2022 to account for unforeseen expenditures

12. AB 22-65 – Stormwater Utility Rate Increase: First Review

A. Ordinance 727, Amending TYPMC 13.12.020 to establish a consumer price index increase for the stormwater utility rate (first reading)

B. Resolution 367, Increasing the stormwater utility rate pursuant to TYPMC 13.12.020 (first reading)

13. AB 22-66 – Mercer Island Marine Patrol Vessel Replacement Funding

14. AB 22-67 – Appointment of Mayor Pro-Tem

15. MAYOR & COUNCIL REPORTS (5 minutes)

16. ADJOURNMENT

STAFF REPORTS

1. Police Reports
2. Fire-EMS Reports
3. Town Engineer Reports:
 - 2023 Stormwater Manual and Standards Update
 - 2024 94th Ave NE UGC
4. Commission Minutes:
 - November 14, 2022 Regular Planning Commission meeting
 - November 22, 2022 Regular Park Board meeting



MEMO

To: Yarrow Point City Council

From: Chief Kyle Kolling

Date: December 13, 2022

Re: November 2022 Summary

Greetings,

November was a light month for training:

- Regular monthly training through PoliceOne Academy continued with 2 hours of training Crisis Intervention Training and Hate Crimes Training.
- Detective Swai attended a training on homicide investigations.
- Chief Kolling, Lieutenant Hanson, Corporal Humphreys and Records Manager Silveira attended the WASPC conference in Stevenson, Washington. They attended trainings that covered a multitude of topics from officer wellness to WASPC accreditation standards.

Five Facebook posts were created in October, which reached over 534 people. Our page garnered over 205 engagements this month by the public (reactions, comments, and shares). In addition, the Sentinel e-newsletter continued with two editions published to almost 800 recipients. We now have 410 followers on our Instagram account. Our Twitter account now has 41 followers and growing.

Our new entry-level Officer, Cameron Hanson, will be starting his training at the Washington State Police Academy in December. He will continue to train their for five months before returning to Clyde Hill Police Department to begin his Field Training with a Clyde Hill Police Trainer.

Clyde Hill Police collaborated with Jubilee Reach for a holiday food drive before Thanksgiving. Thanks to the generous donations of our residents, we were able to donate two SUVs full of non-perishable foods, goods and other winter necessities.



Town of Yarrow Point
November 2022

2022-4202	11-8-2022	9000 Block NE 32 nd St	Traffic Accident	Jennings
Single vehicle accident, no injuries and minimal damage. Report for information/documentation purposes only.				
2022-4368	11-20-2022	9400 Block NE 40 th St	Death Report	Cobrea
Officers responded with Bellevue fire for an expected death. Report for information/documentation purposes only.				
2022-4370	11-20-2022	4400 Block 95 th Ave NE	Fraud	Swai
Unknown suspect used victims information to fraudulently open a cell phone account. Report for information/documentation purposes.				



Town of Yarrow Point ACTIVITY REPORT

	November 2022	October 2022	2022 YTD	2021 YTD
CRIMES AGAINST PERSONS				
Assault	0	0	3	0
Domestic Violence/Disturbance	0	0	2	8
Harassment	0	1	2	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	1	4
PROPERTY CRIMES				
Burglary	0	1	2	4
Fraud	1	0	5	6
MV Prowl	0	0	7	10
MV Theft	0	0	1	1
Theft	0	0	4	9
Other (<i>Arson, illegal dumping, malicious mischief, prowler, trespass</i>)	0	0	9	10
ARRESTS				
Drug/alcohol	0	0	0	0
Warrants	0	0	1	0
Other	0	2	2	3
TRAFFIC ACTIVITY				
Criminal Traffic	0	0	0	1
Infractions	3	3	59	27
Warnings	4	12	75	76
Traffic accidents	1	1	5	3
Traffic stops	6	15	133	76
Parking	0	5	71	71
OTHER				
Alarms	4	3	21	27
Complaints				
~Animal	1	0	6	7
~Fireworks	0	0	4	0
~Noise	0	1	12	9
~Soliciting	0	0	0	0
Deaths	1	0	2	1
Suspicious	6	3	32	22
Drug/alcohol	0	0	1	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>)	12	35	219	268



Issued Ticket Report Summary
Yarrow Point
11/1/2022 through 11/30/2022

Citations - Non-Traffic	0	Location
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Criminal Traffic	0	Location
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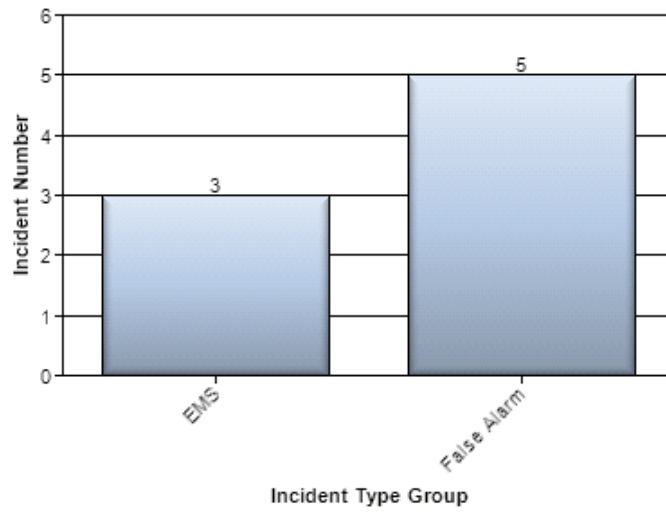
Infractions - Traffic	3	Location
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FAIL TO STOP AT INTERSECTION	1	3900 BLK 92ND AVE NE
MV OPERATE WITHOUT INSURANCE	1	9106 NE 32ND ST
SPEED 10-15 MPH OVER LIMIT (40 OR UNDER)	1	9000 POINTS DR NE

Infractions - Parking	0	Location
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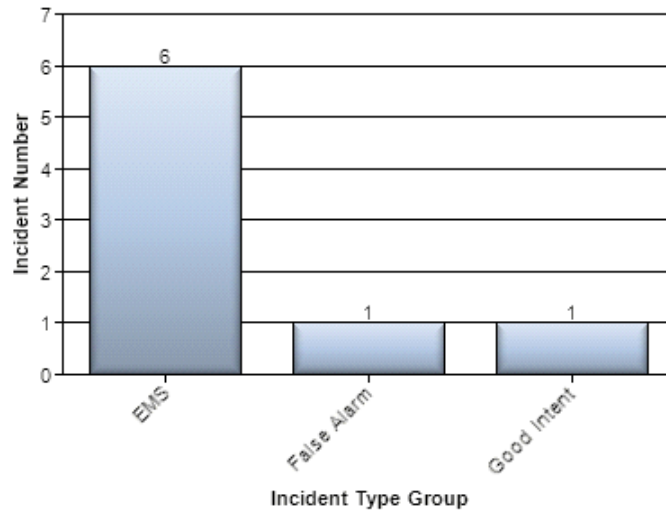
Incident Date between 2022-10-01 and 2022-11-01
City equal to Yarrow Point

Incident Type Group	Incident Count
EMS	3
False Alarm	5



Incident Date between 2022-11-01 and 2022-12-01
City equal to Yarrow Point

Incident Type Group	Incident Count
EMS	6
False Alarm	1
Good Intent	1





PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
12/13/22	2023 TYP Stormwater Manual and Standards Update	Stacia Schroeder

STATUS SUMMARY

Town staff is currently working with Gray & Osborne to develop a scope of work that includes updating the Town’s 2014 Stormwater Design Guidelines as well as the Town’s 2010 Standard Plans and Notes Manual.

The current 2014 TYP Stormwater Drainage Guidelines are based in part on methodologies from the 1992 King County Surface Water Design Manual which is very outdated. Surrounding jurisdictions tend to adopt either the latest edition of the King County Surface Water Design Manual or the Department of Ecology’s Stormwater Management Manual for Western Washington. Gray & Osborne has experience updating these planning tools and the final product will be one that:

- Reflects current stormwater design methodologies and best management practices.
- Updates outdated TYP standard plans document to incorporate past 10+ years of changes.
- Cross references our current planning documents (ie. Yarrow Point Municipal Code, permit and inspection procedures, etc.) to verify they correspond with each other.
- Corresponds with the 2024 TYP Comprehensive Plan updates.
- Allows for easier plan review.

BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
Jan. – Dec. 2023 Town Engineer – Project Management	TBD			<u>NOTE:</u> The proposal request is a preliminary step to provide a scope of work, timeline, and preliminary cost estimate.
Jan. – Dec. 2023 Gray & Osborne, Inc. Civil Consultant	TBD			

RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS



PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
12/13/22	2024 94 th Ave NE UGC	Stacia Schroeder

STATUS SUMMARY

The 2024 94th Ave NE underground conversion project limits were significantly expanded by the Yarrow Point Town Council in May 2022 due to funding received from the dissolution of Water District #1. The scope of work now includes:

- 3800 – 4700 94th Ave NE (2,320 LF)
- 9200 – 9500 NE 40th Street (800 LF)
- 9200 – 9400 NE 38th Street (320LF)

Town staff has been working on several elements of this project over the past few months including:

- Resident coordination to answer general questions and coordinate private underground conversion efforts.
- The COB water utility began design activities in August 2022 and is currently working on their 60% plan set. PSE power however, has yet to provide the town with a 30% design and they have fallen behind their original schedule. Needless to say, PSE will have to work around the new water main. Coordination efforts are on-going with all purveyors and we are currently working through a potholing plan to identify the location of existing utilities and reduce the risk of any changes during construction.
- Assuming Council approval at the December meeting, Gray & Osborne will join the team in January 2023 to begin the civil design. This includes the following tasks:
 - Design stormwater capital improvement projects 2, 7, 10, and 11 from the 2020 TYP Stormwater Management Plan.
 - Design trenching and restoration plans for power, phone, cable undergrounding.
 - Assist town staff with public outreach meetings.

We expect the City of Bellevue Water Utility to complete their design and bid their project in Winter/Spring 2023 and then construct in the summer/fall of that same year. Meanwhile staff will continue working with PSE to obtain their final design. Assuming the council approves the Gray & Osborn civil design proposal in December, we anticipate having our first public outreach meeting in April 2023.

PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Survey	100	March 2021	PACE/ Town Engineer	
PSE/ Comcast/ Lumen City of Bellevue Utilities Dept. Final Design	30	Winter 2022	Gray & Osborne/ Town Engineer	
TYP Stormwater & Landscape Design including Bid Documents	0	2022-2023	Town Engineer	<u>NOTE:</u> The Town will use 3-Year On-Call Engineer Gray & Osborne, Inc. for this design.
Bidding	0	Fall 2023		
Construction	0	2024		

BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
Jan. 2021 – Mar. 2021 PACE Surveying Consultant Task Order No. 3	\$28,250	\$28,250		Completed
Total:	\$28,250	\$28,250		
May 2022 – June 2022 Puget Sound Energy (Sch. 74 Design Agreement)	\$10,005.02	\$0		Contract Signed 06/13/22
Total:	\$10,005.02	\$0		
Stormwater Design UGC Design (2022/ 2023)	\$110,000			CIP S-3: \$50,000 Budget CIP U-1: \$60,000 Budget
Jan. 2022 – Nov. 2022 Town Engineer Project Management		\$13,851.25		
Jan. 2022 – Dec. 2022 Civil Engineering Consultant Gray & Osborne, Inc.				NOTE: 12/13/22 Council Agenda includes potential approval of G&O civil design proposal for \$127,300.
Total:	\$110,000	\$13,851.25		
Summer 2024 TBD (Stormwater & UGC)	TBD			CIP S-4: \$700,000 Budget CIP U-2: \$1,300,000 Budget
Summer 2024 Town Engineer Project Management	TBD			
Summer 2024 Civil Engineering Consultant Gray & Osborne, Inc.	TBD			
Total:	\$2,000,000			
Fall 2024 – King County Roads	\$500,000			CIP T-3: \$500,000 Budget
Total:	\$500,000			

RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS

**TOWN OF YARROW POINT
PLANNING COMMISSION REGULAR MEETING MINUTES
November 14, 2022**

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

CALL TO ORDER:

Commission Chairman Carl Hellings called the meeting to order at 7:04 p.m.

PRESENT:

Chairman: Carl Hellings

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

Staff: Austen Wilcox – Deputy Clerk
Aleksandr Romanenko – SBN Planning
James Eager – SBN Planning

Guests: Scott Penner – Resident

APPROVAL/AMENDMENTS TO AGENDA

MOTION: Motion by Chairman Hellings seconded by Commissioner Sims to approve the amended agenda.

VOTE: 4 for, 0 against. Motion carried.

STAFF REPORTS:

Deputy Clerk Wilcox gave a report of the October 17 regular Council meeting.

MINUTES:

- October 17, 2022 Regular Meeting

MOTION: Motion by Commissioner Hellings seconded by Commissioner Sims to approve the October 17, 2022 special meeting minutes as amended.

VOTE: 4 for, 0 against. Motion carried.

APPEARANCES:

Resident Scott Penner discussed hedge complaint arbitration. He discussed the current hedge code draft.

REGULAR BUSINESS:

PCAB 22-15 – Hedge Code Discussion

As discussed during prior Planning Commission meetings, there are ambiguities in the definition of the Town's Hedge Code that make it difficult to enforce hedge code regulations.

The definition of "hedge" is also problematic because it includes the word "tree" which creates a conflict with the private property tree code at Chapter 22.02 YPMC. These ambiguities in the code create challenges for enforcement,

The Planning Commission discussed the following:

- Definition
- Height
- Views
- Compared hedge code to nearby jurisdictions
- Setbacks
- Current hedge complaints
- Hedges on common or shared property line
- Neighbors agreeing on a different height limit than code

Commissioner Hirsch left the meeting at 8:32pm.

The Planning Commission would like to review a list of active hedge code complaints

Town Planning staff will incorporate the following items into the next draft hedge code for review.

- Clarifying adjacency/abutting hedges
- Language for crowns
- Nonhomogeneous species
- Clarifying a row
- Number of plants constituting a hedge
- Boundaries & ROW

PCAB 22-16 – Review of HB 1220 and Example Ordinances

In October, the Planning Commission discussed Engrossed Second Substitute House Bill 1220 (“Bill”). The Bill eliminates zoning barriers related to the provision of transitional housing, permanent supportive housing, emergency shelters, and emergency housing. At the October meeting, the Commission directed the Town Planner to put together examples of ordinances that regulate the impact of the Bill in other towns. There is no requirement for the Town to enact any ordinance in response to the bill.

It is unlikely that any Yarrow Point homes or developable lands would be purchased for one of these facilities due to market conditions. The most likely scenario is if a homeowner donates their Yarrow Point home for transitional or permanent supportive housing.

The Planning Commission discussed:

- Codes relating to 1220 from nearby jurisdictions
- Zoning
- Restrictions

PCAB 22-17 – Comprehensive Plan Status Update

The SBN Planning team has reviewed the relevant Periodic Update and Critical Areas Ordinance checklists and Yarrow Points’ relevant plans and municipal code. After a thorough review of the Town’s Comprehensive Plan, these checklists include requirements for relevant sections of the Stormwater Management Plan, Shoreline Master Program, and Municipal Code. While Yarrow Points’ planning documents are compliant with some parts of the checklists, there are sections of the checklists which have been updated significantly since 2015 and will require more considered updates to the plan.

The Planning Commission discussed:

- Zoning
- Public outreach
- \$100k grant the Town was awarded for the Comprehensive Plan update
- Planning staff will keep the Planning Commission up to date of their progress and request their feedback.

APPEARANCES:

Resident Scott Penner provided comment on the draft hedge code.

ADJOURNMENT:

MOTION: Motion by Commissioner Hellings seconded by Commissioner Feller to adjourn the meeting at 9:46 p.m.

VOTE: 3 for, 0 against. Motion carried.

APPROVED:

ATTEST:

Carl Hellings, Chairman

Austen Wilcox, Deputy Clerk

**TOWN OF YARROW POINT
PARK BOARD REGULAR MEETING MINUTES
November 22, 2022**

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

CALL TO ORDER:

Substitute Chairperson Dicker Cahill called the meeting to order at 7:00 p.m.

PRESENT:

Chairman: John McGlenn – Excused absence

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

Staff: Austen Wilcox – Deputy Clerk

Guests: Craig Lewis – JGM Landscape Architects

MINUTES:

- October 25, 2022 Regular Meeting

MOTION: Motion by Park Board member Waddell seconded by Park Board member Afzal to approve the October 25, 2022 special meeting minutes as presented.

VOTE: 5 for, 0 against. Motion carried.

APPEARANCES:

REGULAR BUSINESS:

PBAB 22-13 – Discuss Sally’s Alley Master Plans for West Entrance

The Park Board discussed the current draft.

- Access points are the main area to improve and define. Possibly place a rock in these areas
- Work on public relations and communication to Town Council
- Complete design to be done in 2022 and begin work in 2023
- Improve pathway surface
- Make pathway width 10’
- Discussed emergency vehicle access concerns
- Access for neighboring driveways
- New foliage
- Screen pathway from adjacent private properties
- Create a visual design for Council review
- Hold an open house for public comment and review
- Maintenance for plantings which must be drought tolerant
- Option to replace existing gravel grasscrete

Substitute Chairperson Dicker Cahill relinquished his role as Substitute Chairperson to Krista Fleming and left the meeting at 7:14 pm.

Krista Fleming accepted the role of Substitute Chairperson at 7:14 pm.

ADJOURNMENT:

MOTION: Motion by Park Board member Fleming seconded by Park Board member Waddell to adjourn the meeting at 7:58 p.m.

VOTE: 4 for, 0 against. Motion carried.

APPROVED:

ATTEST:

Substitute Chairperson, Krista Fleming

Austen Wilcox, Deputy Clerk

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

Consent Calendar
December 13, 2022

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

Exhibits: Payment Approval and Payroll Reports
Minutes of November 8, 2022 Special Council Meeting
Minutes of November 8, 2022 Regular Council Meeting

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.

Consent Calendar Items for Consideration:

1. Payment Approval and Payroll Reports totaling \$136,796.19.
2. Minutes of November 8, 2022 Special Council Meeting
3. Minutes of November 8, 2022 Regular Council Meeting
4. Reappoint Chuck Hirsch and Jeffrey Shiu to the Planning Commission
5. Reappoint Robert Afzal and Carolyn Whittlesey to the Parks Commission

Recommended Action:

Motion to approve the Consent Calendar as presented.

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Banner Bank					
700	Banner Bank	ROW Supplies	11/17/2022	125.23	
700	Banner Bank	Cordless Hedge Trimmer	11/17/2022	477.21	
700	Banner Bank	AWS, Msft, etc.	11/17/2022	684.96	
700	Banner Bank	Employee Training	11/17/2022	20.00	
700	Banner Bank	Office Supplies	11/17/2022	690.61	
700	Banner Bank	2 Webcams w/mics	11/17/2022	167.30	
700	Banner Bank	MRSC Roster	11/17/2022	135.00	
700	Banner Bank	Constant Contact	11/17/2022	77.07	38,775.77
Total Banner Bank:				2,377.38	
CODE PUBLISHING					
108	CODE PUBLISHING	Code and website updates	09/30/2022	76.55	
108	CODE PUBLISHING	Update code	11/29/2022	237.13	922.16
Total CODE PUBLISHING:				313.68	
Comcast Business- VoiceEdge					
1374	Comcast Business- VoiceE	Town phones	11/15/2022	248.21	3,255.96
Total Comcast Business- VoiceEdge:				248.21	
CRYSTAL AND SIERRA SPRINGS					
1046	CRYSTAL AND SIERRA S	Water Cooler Water	11/19/2022	.00	
1046	CRYSTAL AND SIERRA S	Town Hall Water Cooler	11/19/2022	69.70	787.43
Total CRYSTAL AND SIERRA SPRINGS:				69.70	
Gaylynn Brien					
1151	Gaylynn Brien	Sales Tax reports	11/30/2022	50.00	600.00
Total Gaylynn Brien:				50.00	
Gray & Osborne, Inc.					
9043	Gray & Osborne, Inc.	36th Street Stormwater Improvements	11/08/2022	9,807.40	60,207.03
Total Gray & Osborne, Inc.:				9,807.40	
Grow It Forward Restoration					
472	Grow It Forward Restoratio	120 seedlings for Wetherill	12/01/2022	240.00	240.00
Total Grow It Forward Restoration:				240.00	
Harris, Katy K					
459	Harris, Katy K	Personal phone for November	11/30/2022	112.51	
459	Harris, Katy K	Reimburse for Lighting Ceremony	11/28/2022	45.11	
459	Harris, Katy K	Reimburse for Christmas event	11/28/2022	973.38	
459	Harris, Katy K	Personal phone for December	12/02/2022	112.51	3,824.31
Total Harris, Katy K:				1,243.51	
ISOutsource					
1301	ISOutsource	Firewall blocking email - fix	10/31/2022	211.20	
1301	ISOutsource	Monthly Billing for Nov.	11/18/2022	110.10	
1301	ISOutsource	Vulnerability Scan	11/30/2022	420.07	7,278.32

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total ISOsource:				741.37	
Kim, James and Rachel					
1469	Kim, James and Rachel	Street Deposit Refund	11/07/2022	3,750.00	3,750.00
Total Kim, James and Rachel:				3,750.00	
King County Finance					
454	King County Finance	3rd Qtr. 2% liquor profits & excise tax	11/18/2022	86.28	335.56
Total King County Finance:				86.28	
King County Finance - Treasury Operation					
45	King County Finance - Trea	Billing for Stormwater Fee collection	11/01/2022	422.00	844.00
Total King County Finance - Treasury Operation:				422.00	
KIRKLAND MUNICIPAL COURT					
111	KIRKLAND MUNICIPAL C	Court Costs	11/30/2022	392.48	2,413.52
Total KIRKLAND MUNICIPAL COURT:				392.48	
Misael Landscaping					
1394	Misael Landscaping	Retaining Wall in Wetherill	11/22/2022	4,954.50	13,212.00
Total Misael Landscaping:				4,954.50	
MONA H. GREEN					
219	MONA H. GREEN	Assist SBN on planning matters	11/30/2022	255.00	24,007.07
Total MONA H. GREEN:				255.00	
MUNICIPAL PERMIT SERVICE, LLC					
350	MUNICIPAL PERMIT SER	Code Enforcement	11/30/2022	314.84	
350	MUNICIPAL PERMIT SER	Building Permit Inspections	11/30/2022	924.41	
350	MUNICIPAL PERMIT SER	Mechanical/Plumbing Permit Inspections	11/30/2022	222.85	
350	MUNICIPAL PERMIT SER	Plan Review	11/30/2022	1,687.50	58,822.04
Total MUNICIPAL PERMIT SERVICE, LLC:				3,149.60	
Nordstrom, Charlie and Debbie					
1468	Nordstrom, Charlie and De	Return of Performance Bond for Demo Permit	10/21/2022	42,000.00	42,000.00
Total Nordstrom, Charlie and Debbie:				42,000.00	
Northern Waters					
304	Northern Waters	Fountain repair - replace light and transformer	11/08/2022	1,039.34	3,105.76
Total Northern Waters:				1,039.34	
NORTHWEST CIVIL SOLUTIONS					
450	NORTHWEST CIVIL SOLU	NE 36th St CIP #1	11/30/2022	135.00	
450	NORTHWEST CIVIL SOLU	94th Ave UGC & Storm Improvements	11/30/2022	675.00	
450	NORTHWEST CIVIL SOLU	Pre-applications	11/30/2022	101.25	
450	NORTHWEST CIVIL SOLU	Plan Review-Site Development	11/30/2022	1,451.25	
450	NORTHWEST CIVIL SOLU	Right of way permits	11/30/2022	33.75	
450	NORTHWEST CIVIL SOLU	General Administration	11/30/2022	1,923.75	72,219.33

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total NORTHWEST CIVIL SOLUTIONS:				4,320.00	
Ogden Murphy Wallace					
1390	Ogden Murphy Wallace	Clerk	11/09/2022	480.00	
1390	Ogden Murphy Wallace	Council	11/09/2022	1,197.50	
1390	Ogden Murphy Wallace	Land Use	11/09/2022	1,982.50	
1390	Ogden Murphy Wallace	Mayor/Executive	11/09/2022	717.50	
1390	Ogden Murphy Wallace	Short Plat 64 (sewer)	11/09/2022	165.00	
1390	Ogden Murphy Wallace	Sally's Alley ROW	11/09/2022	260.00	
1390	Ogden Murphy Wallace	Clerk	12/06/2022	475.00	
1390	Ogden Murphy Wallace	Council	12/06/2022	887.50	
1390	Ogden Murphy Wallace	Land Use	12/06/2022	4,765.00	
1390	Ogden Murphy Wallace	Mayor/Executive	12/06/2022	827.50	
1390	Ogden Murphy Wallace	Sally's Alley ROW	12/06/2022	4,835.42	
1390	Ogden Murphy Wallace	Bellevue Water/Sewer Franchise	12/06/2022	952.50	173,229.88
Total Ogden Murphy Wallace:				17,545.42	
PUGET SOUND ENERGY					
604	PUGET SOUND ENERGY	Town Hall service	11/28/2022	299.84	
604	PUGET SOUND ENERGY	Street Lights	11/28/2022	669.98	122,924.39
Total PUGET SOUND ENERGY:				969.82	
SBN Planning LLC					
154	SBN Planning LLC	General Administration	11/30/2022	3,503.00	
154	SBN Planning LLC	Shoreline Sub Development	11/30/2022	1,550.00	
154	SBN Planning LLC	Building Permits	11/30/2022	155.00	
154	SBN Planning LLC	SEPA	11/30/2022	193.75	
154	SBN Planning LLC	Comp Plan Update	11/30/2022	3,100.00	25,218.95
Total SBN Planning LLC:				8,501.75	
State Department of Transportation					
280	State Department of Trans	Gas for town truck	11/30/2022	109.67	
280	State Department of Trans	Gas for town truck	10/31/2022	231.08	1,150.84
Total State Department of Transportation:				340.75	
Stewart MacNichols Harmell, Inc., P.S.					
1384	Stewart MacNichols Harme	Public Defender Services - Nov. & Dec.	11/16/2022	500.00	3,000.00
Total Stewart MacNichols Harmell, Inc., P.S.:				500.00	
THE SEATTLE TIMES					
192	THE SEATTLE TIMES	Ordinance and Hearing Notice Publications	11/30/2022	295.40	2,431.40
Total THE SEATTLE TIMES:				295.40	
TREE SOLUTIONS INC.					
258	TREE SOLUTIONS INC.	Underground Utility Conversion Project	11/15/2022	360.00	5,615.00
Total TREE SOLUTIONS INC.:				360.00	
Grand Totals:				103,973.59	

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
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Certification of the Consent Calendar as presented including the Payment Approval Report dated 12/07/2022 approving payments as shown totaling \$103,973.59, plus payroll, tax, and benefit expenses of \$32,822.60 as shown on the attached payroll & tax and benefits report, for a grand total of \$136,796.19.

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: December 13, 2022

Mayor Katy K Harris: _____

Councilmember Stephan Lagerholm: _____

Councilmember Carl Scandella: _____

Councilmember Charles H Porter: _____

Councilmember Andy Valaas: _____

Councilmember Kathy Smith: _____

Report Criteria:

- Includes all check types
- Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount
11/30/2022	CDPT		0	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security Pay	999-1010110	50.81-
11/30/2022	CDPT		0	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compensa	999-1010110	276.37-
11/30/2022	CDPT		0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fami	999-1010110	111.78-
11/30/2022	PC	11/23/2022	1120221	Lovas, Istvan	9002		999-1010110	4,742.90-
11/30/2022	PC	11/23/2022	1120222	Wilcox, Austen	9037		999-1010110	4,677.16-
11/30/2022	PC	11/23/2022	1120223	Ritter, Bonnie	9041		999-1010110	6,545.84-
11/30/2022	PC	11/23/2022	1120224	Harris, Kathryn K	9047		001-513-10-1	1,568.72-
11/30/2022	CDPT	11/14/2022	1120225	Association of Washington Cities	9	Health and Dental Insurance Visio	999-1010110	3,609.60-
11/30/2022	CDPT	11/14/2022	1120226	DEPT OF RETIREMENT SYSTEM	1	State Retirement PERS II Pay Per	999-1010110	3,752.85-
11/30/2022	CDPT	11/14/2022	1120227	Federal Tax	2	941 Taxes Federal Withholding Tax	999-1010110	7,486.57-
Grand Totals:								32,822.60-
			10					

**TOWN OF YARROW POINT
COUNCIL SPECIAL MEETING MINUTES
November 8, 2022
3:45 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 3:47 p.m.

PRESENT:

Mayor: Mayor Katy Kinney Harris

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

Staff: Clerk-Treasurer Bonnie Ritter
Deputy Clerk Austen Wilcox
Stacia Schroeder – Town Engineer
Emily Minor – Town Attorney

Guests: Jay Hagen – Bellevue Fire Chief
Eric Lee – Bellevue Fiscal Manager
Dave Beste – Bellevue Fire Department
Dawn Hanson – Clyde Hill Police

1. REGULAR BUSINESS

Bellevue Fire Report

Chief Jay Hagen introduced himself and the other representatives from the Bellevue Fire Department and had a photo op with Mayor, Council and Town staff.

2. ADJOURNMENT:

MOTION: Motion by Councilmember Valaas, seconded by Councilmember Lagerholm to adjourn the meeting at 4:00 p.m.

VOTE: 5 for, 0 against. Motion carried.

APPROVED:

ATTEST:

Katy Kinney Harris, Mayor

Bonnie Ritter, Clerk-Treasurer

**TOWN OF YARROW POINT
COUNCIL REGULAR MEETING MINUTES
November 8, 2022
4:00 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 4:00 p.m.

PRESENT:

Mayor: Mayor Katy Kinney Harris

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

Staff: Bonnie Ritter – Clerk Treasurer
Austen Wilcox – Deputy Clerk
Stacia Schroeder – Engineer
Emily Minor – Attorney

Guests: Jay Hagen – Bellevue Fire Chief
Eric Lee – Bellevue Fiscal Manager
Dave Beste – Bellevue Fire Department
Dawn Hanson – Clyde Hill Police
Jack Gale – Resident

1. APPROVAL OF AGENDA.

MOTION:

Motion by Councilmember Valaas, seconded by Councilmember Porter to approve the agenda as presented

VOTE: 5 for. 0 against. Motion carried.

2. STAFF REPORTS:

A. Police Report

Lt. Dawn Hanson reviewed the police report for November 2022.

Bellevue Fire Report

Chief Jay Hagen and representatives from the Bellevue Fire Department gave a presentation to Council on cost increases, upgrades to fire station locations, the new fire station, and new technology.

B. Engineer Report

- NE 36th St

The project was completed successfully and under budget on October 24, 2022.

- 94th Ave NE

The project schedule is still on track. We expect the City of Bellevue Water Utility to complete their design this year, bid their project in early 2023, and construct in the summer of that same year. The utility companies are preparing for the conversion and the Town is working with the effected residents to prepare. Construction is still anticipated for 2024.

3. APPEARANCES:

Resident Jack Gate discussed proposed fence height amendment Ordinance 722 and asked questions. He discussed proposed revisions to private property tree code Ordinance 723.

4. MINUTES

Minutes of October 11, 2022 regular meeting

MOTION: Motion by Councilmember Valaas, seconded by Councilmember Smith to approve the September 13, 2022 regular meeting minutes as amended.

VOTE: 5 for, 0 against. Motion carried.

5. CONSENT CALENDAR:

MOTION: Motion by Councilmember Valaas seconded by Councilmember Porter to approve the Consent Agenda as presented.

VOTE: 5 for, 0 against. Motion carried.

REGULAR BUSINESS

6. AB 22-57: 2023 Budget

A public hearing is required to give citizens an opportunity to be heard with reference to the 2023 final budget. Publication and posting of the public hearing have been done in compliance with state law.

Council discussed updates to the budget since the October preliminary review.

Mayor Harris opened the public hearing at: 5:03 p.m. and upon hearing no comment, closed the public hearing at 5:03 p.m.

MOTION: Motion by Councilmember Valaas, seconded by Councilmember Smith to adopt ORDINANCE NO. 721: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON ADOPTING THE BUDGET FOR FISCAL YEAR 2023 AND SETTING FORTH IN SUMMARY FORM THE TOTAL OF ESTIMATED REVENUES AND EXPENDITURES FOR EACH SEPARATE FUND AND THE AGGREGATE TOTALS FOR ALL SUCH FUNDS COMBINED; AND ESTABLISHING AN EFFECTIVE DATE.

VOTE: 5 for, 0 against. Motion carried.

7. AB 22-58: Fence Height Amendment

It has come to the Town's attention that many panels used to construct fences come with a trellis or other finishing top rails that exceed the current height limitation of six feet. Increasing the permitted fence height to six and a half feet would ensure that all existing fences are brought into compliance and would provide for a larger array of standard building materials to be used for future fences.

Section 17.12 needs to be updated on the proposed Ordinance. Town legal staff will amend and bring the ordinance back to Council for review at the regular December meeting.

8. AB 22-59: Revisions to Private Property Tree Code

The Planning Commission has explored various noticing requirements to ensure that future property owners are on notice of the need to comply with YPMC Chapter 20.22 requirements for removal of trees planted as mitigation. Potential noticing options discussed included requiring placement of a notice on title, requiring a notarized document from the buyer confirming their compliance with the code, and requiring a warranty bond for the three-year survival period requirement for mitigation trees. The Planning Commission expressed their preference at the July meeting for a notice requirement in conjunction with a warranty bond. Staff prepared the attached revisions to YPMC Chapter 20.22 to reflect this requirement and the Planning Commission voted to recommend approval of the revisions to Council at the October 2022 meeting.

The bond amount will be at the discretion of the Town Staff to ensure that certain site contexts are taken into consideration such as number of and size of trees.

MOTION: Motion by Councilmember Valaas, seconded by Councilmember Scandella to approve Ordinance No.723: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING YARROW POINT MUNICIPAL CODE SECTION 20.22.080 AND ADOPTING NEW YARROW POINT MUNICIPAL CODE SECTION 20.22.085 REGARDING MITIGATION TREE REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

VOTE: 5 for, 0 against. Motion carried.

9. AB 22-60: Updated Town Prosecutor Ordinance No. 724

The Town's prosecutor has asked us to prepare an ordinance amending YPMC Chapter 9.04 to reflect the updated cross-references to state law regarding protection orders. We will need to enact this as an emergency measure to make sure that it becomes effectively immediately so that protection orders can continue to be issued. The Town Attorney prepared the attached ordinance, which has been reviewed and approved by the Town's prosecutor.

MOTION: Motion by Councilmember Lagerholm, seconded by Councilmember Valaas to approve Ordinance 724: AN ORDINANCE OF THE TOWN OF YARROW

POINT, WASHINGTON, AMENDING YARROW POINT MUNICIPAL CODE SECTION 9.04.040, "STATE STATUTES ADOPTED", TO HARMONIZE THE CHAPTER WITH RECENT CHANGES TO STATE LAW; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

VOTE: 5 for, 0 against. Motion carried.

10. MAYOR AND COUNCIL REPORTS:

Councilmember Smith

Councilmember Smith discussed a resident's comment from the October regular Park Board meeting requesting that the Town not develop Sally's Alley.

Councilmember Smith discussed the need for better resident communication regarding the Town's intentions to not develop Sally's Alley.

Councilmember Valaas

Councilmember Valaas suggests banning vehicles from Sally's Alley.

Mayor

Mayor Harris discussed the holiday lights on the sequoia tree on 92nd Ave NE. Staff discussed options to redo the lights and associated costs. Due to the high cost involved with redoing the lights, Council would like to have an alternative holiday display at the Town entrance. Mayor and staff will research options.

EXECUTIVE SESSION:

Executive Session with Town Attorney (Pursuant to RCW 42.30.110.(1)(i), the Council will recess into executive session to discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

Mayor Harris called the executive session to order at 5:43 p.m. announcing the reopening of the regular meeting to be at 5:58 p.m. No action to be taken.

Mayor Harris closed the executive session at 5:58 p.m., and reopened the regular meeting at 5:58 p.m.

11. ADJOURNMENT:

MOTION: Motion by Councilmember Valaas, seconded by Councilmember Porter Lagerholm to adjourn the meeting at 5:58 p.m.

VOTE: 5 for, 0 against. Motion carried.

Katy Kinney Harris, Mayor

Attest: Bonnie Ritter, Clerk-Treasurer

Gray & Osborne 94 th Ave NE – Civil Design Proposal	Proposed Council Action: Authorize Mayor to Execute Contract
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Presented by: Town Engineer – Stacia Schroeder, PE

Exhibits: Gray & Osborne, Inc. – 94th Ave NE Civil Design Proposal
2020 TYP Stormwater Management Plan CIPs

Summary:

Town staff worked with Gray & Osborne, Inc. (our 3-year on-call civil engineer) to create a proposal for the civil design work associated with the 94th Ave NE Underground Conversion and Stormwater Improvement Project. This project will effectively complete the Town’s stormwater capital improvement projects 2, 7, 10 and 11 as well as the undergrounding of power, phone, and cable lines on NE 38th Street, NE 40th Street, and 94th Ave NE. In addition to the general design, coordination, and bidding tasks, this proposal includes two (2) public outreach meetings.

Recommended Action:

Authorize the Mayor to execute a contract with Gray & Osborne, Inc. for the 94th Ave NE project.

**PROPOSAL AND CONTRACT
FOR
PROFESSIONAL ENGINEERING SERVICES**

**TOWN OF YARROW POINT
WASHINGTON**

NOVEMBER 2022

G&O Job. No. PR225.42

**GRAY & OSBORNE, INC.
CONSULTING ENGINEERS**

**CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES**

THIS Contract, between the TOWN OF YARROW POINT, Washington, hereinafter called the "Agency"; and GRAY & OSBORNE, INC., Consulting Engineers, Seattle, Washington, hereinafter called the "Engineer".

WITNESSETH:

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

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

ARTICLE 1

EMPLOYMENT OF THE ENGINEER

The Agency, acting pursuant to its vested authority, does hereby engage the Engineer and the Engineer agrees to furnish the engineering services as requested by the Agency in connection with the Town Wide Stormwater and UGC Project, hereinafter also called the "Project." These services are outlined in this Contract and shall be undertaken upon request by the Agency to the Engineer.

ARTICLE 2

CHARACTER & EXTENT OF ENGINEERING SERVICES

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

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

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

ARTICLE 3

SCOPE OF OWNER SERVICES

The AGENCY shall provide or perform the following:

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

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

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

ARTICLE 4

COMPENSATION

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

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

Total compensation is based on the following:

- (a) Cost Ceiling: The total amount of compensation for engineering services as described herein, and as further defined in letters or exhibits to this Contract including profit (fee), out-of-pocket expenses, direct labor costs, direct overhead and indirect overhead shall not exceed the total dollar cost agreed upon, without a formal amendment to this Contract.
- (b) Compensation Determination: Payment for work accomplished is on the basis of the Engineer's fully burdened labor cost plus direct non-salary costs.

1. Fully burdened labor costs are determined by multiplying the hours spent by employees on the project, times the employee's fully burdened billing rate. The fully burdened billing rates are identified on Exhibit "C" and include direct salary cost, overhead, and profit. Overhead includes federal, state, and local taxes; insurance and medical; professional development and education; vacations and holidays; secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools; attendance at non-project-specific public meetings for the purpose of keeping the public informed in regard to infrastructure improvements in the community and how the public will be affected; rent, utilities, and depreciation; office expenses; recruiting; professional services; incentive and retirement; and facilities cost of capital.
2. The direct non-salary costs are those costs directly incurred in fulfilling the terms of this Contract including, but not limited to travel, reproduction, supplies and fees for special professional services of outside consultants. If the Engineer is directed to employ special, professional expertise, the Agency will be billed by the Engineer for the special service invoiced amount plus ten percent (10%) for administrative overhead. The Engineer will obtain the Agency's prior written approval before employing such expertise.

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

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

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

ARTICLE 5

ADDITIONAL WORK

If during the performance of this contract, or subsequent to completion of the work under this contract, other or additional services other than those previously specified, including but not limited to additions or revisions by the Agency are ordered in writing by the Agency, the Engineer agrees to provide the services and the Agency agrees to

compensate the Engineer under the same method of Compensation Determination described herein, to be determined at the time the additional services are ordered. The Engineer agrees not to proceed with the additional services until such time as the costs for the additional services have been approved by the Agency.

ARTICLE 6

PUBLIC RECORDS REQUESTS

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

ARTICLE 7

MAJOR REVISIONS

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

ARTICLE 8

COST ESTIMATE

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

ARTICLE 9

FACILITIES TO BE FURNISHED BY THE ENGINEER

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

ARTICLE 10

OWNERSHIP OF PLANS

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

ARTICLE 11

SEVERABILITY

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

ARTICLE 12

MEDIATION

All claims, disputes and other matters in question between Agency and Engineer shall, in the first instance, be subject to mediation. Either party may notify the other, by certified mail, of the existence of a claim or dispute. If such claim or dispute cannot promptly be resolved by the parties, either party may contact the Judicial Arbitration and Mediation Service, Inc., or any other recognized mediation service agreed to by the parties, to arrange for the engagement and appointment of a mediator for the purpose of assisting the parties to amicably resolve the claim or dispute. The cost of the mediator shall be borne equally by the parties. The Agency and Engineer further agree to cooperate fully with the appointed mediator's attempt to resolve the claim or dispute, and also agree that litigation may not be commenced, by either party, for a period of ninety calendar days following the receipt by the other party of the written notice of claim or dispute. This mediation provision may be asserted by either party as grounds for staying such litigation.

ARTICLE 13

ASSIGNABILITY

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

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

ARTICLE 15

COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 16

SAFETY

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

ARTICLE 17

INDEMNITY AGREEMENT

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

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

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

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

ARTICLE 18

INSURANCE

1. Public Liability

The Engineer shall provide evidence of comprehensive Public Liability and Property Damage Insurance which includes but is not limited to, operations of the Engineer, commercial general liability, and blanket limited contractual liability with limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

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

AUTOMOBILE LIABILITY

Bodily Injury: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 single limit

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

B. Professional Liability

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

PROFESSIONAL ERRORS \$1,000,000 each occurrence
AND

OMISSIONS LIABILITY \$1,000,000 aggregate

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

ARTICLE 19

STATUS OF ENGINEER

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

ARTICLE 20

CERTIFICATION OF ENGINEER

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

ARTICLE 21

CHOICE OF LAW/JURISDICTION/VENUE

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

ARTICLE 22

NOTICES

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

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

and the address of the Engineer shall be as follows:

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

ARTICLE 23

ATTORNEY'S FEES

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

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

ENGINEER: Gray & Osborne, Inc.

AGENCY: Town of Yarrow Point

By: _____
Michael B. Johnson
(Signature)

By: _____
(Signature)

Name/Title: Michael B. Johnson, P.E., President

Name/Title: _____
(Print)

Date: 11/17/2022

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

TOWN OF YARROW POINT TOWN WIDE STORMWATER AND UGC PROJECT

The Town of Yarrow Point desires to complete engineering design services for their stormwater and undergrounding conversion (UGC) project (Project) along the following corridors:

- 94th Avenue NE: NE 37th Place to 92nd Avenue NE (approximately 2,600 feet)
- NE 38th Street: 92nd Avenue NE to 94th Avenue NE (approximately 520 feet)
- NE 40th Street: 92nd Avenue NE to 95th Avenue NE (approximately 930 feet)

The stormwater improvements will include the Capital Improvement Projects (CIP) 2, 7, 10 and 11 from the Town's 2020 Stormwater Management Plan along with addressing a broken stormwater pipe at the intersection of 95th Avenue NE and NE 40th Street. The undergrounding conversion will include placing all existing overhead power, telephone and cable utilities within new underground conduits and vaults. The design of the underground conversion will be completed by the various utility companies, with their designs being incorporated into the Project Documents. Additional improvements will include the following:

- ADA-compliant 6-foot-wide cement concrete sidewalk (color as determined by the Town) on the north side of NE 40th Street from 92nd Avenue NE to 95th Avenue NE.
- Evaluate on-street parking along each corridor and provide recommendations for additional parking.
- Coordinate with PSE IntoLight to replace street lights currently located on the utility poles that will be removed. The new street lighting will be provided to maintain existing lighting levels along the corridors.
- Evaluate the need and design retaining walls to allow installation of underground utility structures, sidewalks and parking areas.
- Remove, protect, relocate and reinstall existing mailbox pagodas as needed to accommodate the proposed improvements.

The Town has completed the topographical survey (completed by PACE in 2021) which will be used by Gray & Osborne, Inc. (Engineer) for the basis of the design work. The Engineer will use this information to prepare plans, specifications, and cost estimates for public bidding of the Project. It is our understanding that the Town desires to bid this project in the Fall/Winter of 2023, with construction planned for the Spring/Summer of 2024. We also understand that the City of Bellevue will be installing a new ductile iron water main on portions of 94th Avenue NE in 2023.

The engineering and related services for this project will include, but not be limited to, utility coordination, public outreach, preparation of plans, specifications, and cost estimates (PS&E) documents, QA/QC meetings, and bid/award assistance. Construction management and inspection services are not included in this scope of work. Based on our understanding, the Engineer will provide the following engineering design services:

TASK 1 – PROJECT MANAGEMENT

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and Project Manager.

- A. Provide overall project management and oversight of Gray & Osborne resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.
- B. Ensure incorporation of relevant recommendations and suggestions into the final design resulting from QA/QC reviews.

TASK 2 – SURVEY

Objective: Provide staking of existing rights-of-way at various locations along the project corridors. This information will be used in conjunction with the public involvement process to allow property owners to inspect and understand the impacts the project will have on their improvements located within the existing right-of-way. We will also survey pothole information and/or utility locate paint markings from work completed by the City of Bellevue and PSE. It is assumed that two separate site visits will be needed to complete this work. It is assumed that the Engineer can utilize the topographical survey information completed by PACE (in 2021) and provided by the Town to complete the design.

TASK 3 – UTILITY COORDINATION

Objective: To gain an understanding of the existing facilities that are located along the project corridors. We understand that utility providers include the City of Bellevue (water and sewer), PSE (power and gas), Comcast (cable) and Lumen (telephone). This Task includes direct coordination with PSE, Comcast and Lumen to understand their project designs and incorporate their improvements in to the overall project design.

- A. Request available utility record drawings, as-builts, mapping, etc., of sufficient detail to understand the type, size, and extent of utilities in the area.
- B. Contact overhead utilities (power, telephone, cable) to acquire utility project design information such as standard notes and details, separation requirements, joint trench cross-section, conduit schedules, and junction box/vault locations.
- C. Coordinate with City of Bellevue utilities to ensure their improvements (scheduled to be installed in 2023) will not impact the Town’s improvements.
- D. Incorporate new underground utility design information into construction documents. It is assumed each utility company will provide utility relocation design plans and details for inclusion into the plans and specifications, and that they will review and approve the locations of all utility facilities as shown on the contract plans.
- E. Conduct two “walking audit” meetings with the Town and utility companies using the strip map (from Task 4) to evaluate the location of each utility vault, box, and hand-hole location. The focus will be to evaluate the impacts on the existing facilities and landscaping. Alternate locations for the proposed facilities will also be discussed. It is assumed that there is approximately 30 locations within the project limits.

TASK 4 – 30-PERCENT (PRELIMINARY) DESIGN

Objective: Prepare 30-percent (preliminary) maps and cost estimates for review by the Town and various utility companies.

- A. Prepare strip map showing the existing features within the project corridor and the preliminary stormwater improvements, underground utility improvements and surface restoration (parking areas, sidewalks, etc.).
- B. Calculate preliminary bid quantities and prepare preliminary construction cost estimate.

- C. Conduct QA/QC meeting, focusing on major items to include project schedule, budget, utility coordination and constructability issues.
- D. Incorporate relevant review comments from Town and QA/QC into layouts and drawings.

TASK 5 – 60-PERCENT DESIGN

Objective: Prepare 60-percent engineering plans, specifications and engineering cost estimates for use in reviews by the Town and Utility Companies.

- A. Prepare 60-percent construction plans in Town-approved format including title sheet, legend, location and vicinity maps, plan and profile sheets, site restoration plans (pavement, driveways, landscaping, etc.), special notes and details.
- B. Prepare draft specifications in WSDOT format referencing the current version of the Standard Specifications and Amendments thereto. Specifications to include Town-approved proposal, contract, and bonding documents.
- C. Update project quantities and update the construction cost estimate.
- D. Prepare SEPA Checklist and submit to the Town for processing.
- E. Conduct QA/QC meeting, concentrating on major items to include project schedule, budget, utilities, constructability, and agency coordination.
- F. Incorporate relevant review comments from Town and QA/QC into layouts and drawings.

TASK 6 – PUBLIC OUTREACH

Objective: Assist the Town with soliciting public input on the project to aid in the Project Development and Design.

- A. Coordinate the public involvement process with the Town. This process will consist of two public meetings, one following the 30-percent design submittal and a second following the 90-percent design submittal. The Engineer will provide maps, exhibits, schedules, etc. for use during these meetings. The public outreach process will also include discussions with property owners regarding impacts to landscaping features located adjacent to and within the right-of-way.

TASK 7 – 100-PERCENT (FINAL) DESIGN

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

- A. Prepare final construction plans. These plans will include a Restoration/Landscaping/Irrigation plan depicting the manner in which the corridors will be restored following the installation of the improvements. The Restoration and Landscaping plans will incorporate the recommendations of the Arborists Report (prepared by Tree Solutions Inc., August 19, 2022).
- B. Prepare final specifications.
- C. Calculate final quantities and prepare a final construction cost estimate.
- D. Conduct a final QA/QC meeting, concentrating on items such as construction schedule, construction budget, and project constructability.

TASK 8 – QUALITY ASSURANCE/QUALITY CONTROL

Objective: Provide QA/QC review of engineering products to enhance the overall quality of the products. Prepare QA/QC review recommendations as further noted below

- A. Conduct QA/QC reviews at the 30-, 60-, and 90-percent design levels. These reviews will include key design team members to solicit comments, recommendations, and suggestions regarding the engineering products, constructability issues, critical path items, risk management, and quality of product.

TASK 9 – BID AND AWARD ASSISTANCE

Objective: Assist the Town during the bid and award phase of the project.

- A. Answer bid inquiries from prospective bidders. Prepare and distribute any bid addenda as may be required.
- B. Following the bid opening, the Engineer will review bids and prepare a bid tabulation. The Engineer will review the low bidder's qualifications to ensure that they are qualified to complete the work.
- C. Prepare letter of recommendation for award for the Council's consideration.

DELIVERABLES

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

Preliminary

- Preliminary plans (PDF format and one paper copy).
- Preliminary project specifications (PDF format only).

Final

- Final plans (PDF and AutoCAD/Civil 3D format). One half-size and one full size set plans (paper copies).
- Final project specifications (PDF format and one paper copy).

PROJECT ASSUMPTIONS REGARDING TOWN RESPONSIBILITIES

This scope of work and the resulting maximum amount payable are based on the following assumptions and those stated Town responsibilities provided elsewhere in this scope as required for the design of the project. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. All work will be performed within the Town's right-of-way and/or easements; therefore, no work is included for identifying needed easements or property acquisitions, and no work is included for preparing legal descriptions, property map exhibits, or temporary or permanent easements. Any work associated with negotiating and acquiring easements from affected property owners will be conducted by the Town.
2. The Town will process SEPA, including determination, advertisement, and publication of required SEPA documentation. It is assumed that this project will not require any other environmental review.
3. The Town will provide overall coordination and approval of the product deliverables, including timely review of all submittals.
4. Town will facilitate any public meetings, and arrange for location(s) to convene such workshops and meetings, and pay any costs, if any, for the rental of such location(s).

5. Geotechnical exploration or investigation is not included in this scope of work. It is assumed that soils in the area are sufficient for typical utility and pavement construction.
6. A cultural resource assessment will not be required and is not included in this scope of work.
7. The City of Bellevue will be replacing their water mains within the same limits of the project. Gray & Osborne shall be provided record drawings for any improvements installed after the original survey was completed.
8. Town will perform the required duties necessary to advertise and solicit bids for the project.
9. The Town will coordinate directly with King County to complete a grind and overlay of the corridors following completion of this project.
10. Funding for this project will be local funds. The Town will coordinate directly with PSE regarding the Schedule 74 documentation and funding.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

TOWN OF YARROW POINT - TOWN WIDE STORMWATER AND UGC PROJECT

Tasks	Principal Hours	Project Manager/ Engineer Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
1 Project Management	48					
2 Survey		4			12	20
3 Utility Coordination	2	40	40	24		
4 30-Percent (Preliminary) Design	4	32	60	24		
5 60-Percent Design	4	40	130	24		
6 Public Outreach	16	24		24		
7 100-Percent (Final) Design	4	40	60	16		
8 Quality Assurance/Quality Control	8	12	12			
9 Bid and Award Assistance	2	8	4			
Hour Estimate:	88	200	306	112	12	20
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$125 to \$235	\$115 to \$155	\$60 to \$165	\$125 to \$190	\$180 to \$295
Estimated Fully Burdened Billing Rate:*	\$200	\$190	\$155	\$125	\$190	\$280
Fully Burdened Labor Cost:	\$17,600	\$38,000	\$47,430	\$14,000	\$2,280	\$5,600

Total Fully Burdened Labor Cost: \$ 124,910
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 1,990
 Printing \$ 400
TOTAL ESTIMATED COST: \$ 127,300

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

EXHIBIT “C”

GRAY & OSBORNE, INC.

**PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2023****

<u>Employee Classification</u>	<u>Fully Burdened Billing Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$ 60.00	to	\$165.00
Electrical Engineer	\$120.00	to	\$215.00
Structural Engineer	\$115.00	to	\$210.00
Environmental Technician/Specialist	\$ 93.00	to	\$165.00
Engineer-In-Training	\$100.00	to	\$170.00
Civil Engineer	\$115.00	to	\$155.00
Project Engineer	\$125.00	to	\$175.00
Project Manager	\$140.00	to	\$235.00
Principal-in-Charge	\$150.00	to	\$235.00
Resident Engineer	\$123.00	to	\$185.00
Field Inspector	\$100.00	to	\$173.00
Field Survey (2 Person)***	\$180.00	to	\$295.00
Field Survey (3 Person)***	\$300.00	to	\$400.00
Professional Land Surveyor	\$125.00	to	\$190.00
Secretary/Word Processor***	N/A		

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.62 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

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

EXHIBIT “D”

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The Engineer, Gray & Osborne, Inc., certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (I)(B) of this certification; and
 - Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.



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

11/17/2022

Date

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/18/2022

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

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

PRODUCER AssuredPartners of Washington, LLC PMB #369, 19689 7th Ave NE, Ste 183 Poulsbo WA 98370	CONTACT NAME: Allison Barga PHONE (A/C. No. Ext): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com		FAX (A/C. No): 360-626-2007
	INSURER(S) AFFORDING COVERAGE		
INSURED Gray & Osborne Inc 1130 Rainier Avenue South, Suite 300 Seattle WA 98144	INSURER A: The Travelers Indemnity Company of Connecticut		NAIC # 25682
	INSURER B: Travelers Property Casualty Company of America		25674
	INSURER C: Travelers Casualty and Surety Company		19038
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 442425930

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6808N74449A	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA8P536892	9/10/2022	9/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8N747012	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6808N74449A	9/10/2022	9/10/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2022	9/10/2023	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Town Wide Stormwater and UGC
 The certificate holder is an additional insured per the attached.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

CHAPTER 5 CAPITAL IMPROVEMENT PLAN

5.1 METHODOLOGY

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

5.2 PROJECT RECOMMENDATIONS

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

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

Table 5-1: Recommended Capital Improvement Projects

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

CONSTRUCTION PROJECTS				
Project ID	CIP #	General Description	Estimated Cost¹	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	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.



Sally's Alley Walking Path Enhancements	Proposed Council Action: Approve Ordinance No. 725
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Presented by: Mayor Harris

Exhibits: Ordinance No. 725

Summary:

Improving Sally's Alley pedestrian pathway for enhanced pedestrian walkway and related uses of Sally's Alley (NE 38th Street) and restricting automotive uses.

Recommended Action:

Approve Ordinance No. 725, AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AUTHORIZING AND IMPLEMENTING TOWN PLANS FOR ENHANCED PEDESTRIAN WALKWAY AND RELATED USES OF SALLY'S ALLEY (NE 38TH STREET); RESTRICTING AUTOMOTIVE USES; AND ESTABLISHING AN EFFECTIVE DATE

**TOWN OF YARROW POINT
ORDINANCE NO. 725**

**AN ORDINANCE OF THE TOWN OF YARROW POINT,
WASHINGTON, AUTHORIZING AND IMPLEMENTING TOWN PLANS
FOR ENHANCED PEDESTRIAN WALKWAY AND RELATED USES OF
SALLY’S ALLEY (NE 38TH STREET); RESTRICTING AUTOMOTIVE
USES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN
EFFECTIVE DATE**

WHEREAS, Sally’s Alley is a dedicated Town of Yarrow Point (Town) right-of-way created in the 1907 Original Plat and 1913 Replat of Portions of Yarrow (King County Rec. No. 866399), and the 1957 Top O’ Yarrow Plat (King County Rec. No. 4842310), and is formally designated NE 38th Street (all collectively comprising and referred to herein as Sally’s Alley); and

WHEREAS, the Town holds legal, dedicated, binding and perpetual ownership of Sally’s Alley to be used for “right-of-way purposes” and “public uses not inconsistent therewith”; and

WHEREAS, there is longstanding legal authority in Washington that pedestrian and park uses are permissible public uses of right-of-way that are dedicated in the manner described above; and

WHEREAS, the Town’s adoption of such uses are perpetually subject to the Town’s later right to alter, change, modify, remove and replace such uses consistent with the underlying dedications, including use by vehicular or other traffic as the Town may then determine necessary, desirable or appropriate; and

WHEREAS, Sally’s Alley has not been formally opened or paved for vehicular use, serving instead as a longstanding Town right-of-way for pedestrian use; and

WHEREAS, Sally’s Alley is included in the Yarrow Point Trails Master Plan (2013) where it is identified as an important historic pedestrian feature of the Town and a key element of the Yarrow Point Trail system; and

WHEREAS, Sally’s Alley is included in the Yarrow Point Comprehensive Plan (2015) where it is identified as a public trail, Town right-of-way and public space; and

WHEREAS, Sally’s Alley is referenced directly and indirectly in the Yarrow Point Municipal Code (YPMC) in connection with the Town’s right-of-way regulations (YPMC Ch. 12.24) and Traffic Code (YPMC Ch. 10.04 and Ch. 10.08); and

WHEREAS, the Yarrow Point Town Council (Council) directed the Yarrow Point Park Board (Park Board) to begin a process in 2021 to design and adopt a plan to enhance the pedestrian, trail, and park functions of Sally’s Alley, including its public health contributions and its public benefits, and to create a more inviting, useable and functional trail, park and open space within the Town for use by residents and visitors; and

WHEREAS, under the direction of the Town Engineer and Town Planner, Sally's Alley was surveyed, title reports of adjoining properties were obtained, and the legal boundaries and corners of Sally's Alley were staked for ease of identification; and

WHEREAS, said survey identified various encroachments into and uses of Sally's Alley made by adjoining properties; and

WHEREAS, the 95th Avenue NE right-of-way abuts the eastern end of Sally's Alley and comprises a continuation of and serves as an access point to and from Sally's Alley; and

WHEREAS, the southernmost 85 feet of the 95th Avenue NE right-of-way begins at approximately the southeast lot corner of property addressed as 3811 95th Avenue NE and continues south to the termination of the 95th Avenue NE right-of-way; and

WHEREAS, under the foregoing facts and authorities the Town may regulate and require limitation, cessation and/or removal of encroachments and unpermitted or inconsistent uses of Sally's Alley; and

WHEREAS, under the foregoing facts and authorities the Town finds it to be in the public interest that Sally's Alley be improved and altered for the purpose of implementing public policies through Town-planned and approved enhancements of the pedestrian and park attributes of Sally's Alley and as further described herein;

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

Section 1. Findings. The recitals set forth above are adopted by the Council as nonexclusive findings of fact and law in support of the Council's intent and actions identified, authorized and taken herein.

Section 2. Plan Authorization. The Park Board is directed and authorized to continue and complete its plan for modifications and uses of, and enhancements to, Sally's Alley, and directed to regularly report to the Mayor and Council on the status thereof or as may be requested. The Council directs that the Town's Trails Master Plan and Comprehensive Plan shall be updated and shall reflect and incorporate the Park Board plan for Sally's Alley.

Section 3. Restriction of Vehicular Use. To facilitate and provide direction to the Park Board plan, Sally's Alley, the southernmost 85 feet of the 95th Avenue NE right-of-way, and that portion of the NE 38th Street right-of-way lying between the western boundary of the 95th Avenue NE right-of-way and the eastern boundary of the 94th Avenue NE right-of-way shall hereafter be closed to vehicular uses except for the following: (i) Town maintenance and service vehicles as needed, (ii) police, fire and other emergency vehicles as needed, and (iii) any use of Sally's Alley that is formally approved by the Town in accordance with the requirements of YPMC Chapter 12.24 as now or hereafter amended and other applicable Town regulations.

Section 4. Cessation of Existing Uses and Encroachments. To facilitate the Park Board plan and to restore Sally's Alley to Town control, the Mayor will work with Town staff to eliminate, remove, and/or obtain the timely cessation of all encroachments into and nonpermitted vehicular uses of Sally's Alley and the areas described in Section 3 above.

Sally's Alley Master Plan: Purpose and Background Information	Proposed Council Action: Approve conceptual plan for west end of Sally's Alley to allow Park Board to create a detailed proposal.
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Presented by: Park Board Member Dicker Cahill

Exhibits: Purpose and Background Information

Summary:

The Park Board's goal for this project is to make specific improvements, including usability and accessibility, while maintaining the natural character of Sally's Alley.

Recommended Action:

Approve conceptual plan for west end of Sally's Alley to allow Park Board to create a detailed proposal.

Sally's Alley

Purpose and Background Information

Sally's Alley is the commonly used name for an unpaved portion of a right of way between 94th Avenue NE and 95th Avenue NE. It is public land, under the stewardship of the Town of Yarrow Point. The Park Board is proposing an improvement project for Sally's Alley as part of an update to the town's master trail plan. The role of the Park Board is to optimize the public lands that Yarrow Point manages for the benefit of all our residents and visitors.

Our goal for this project is to make specific improvements, including usability and accessibility, while maintaining the natural character of Sally's Alley. We value this natural setting and are committed to maintaining its character while enhancing the town's pedestrian trails to be enjoyed by all residents.

We are proposing 3 key revisions:

- **Improved access points.** Both ends of Sally's Alley have obscured access points with private driveways as the dominant feature. It can be difficult to identify Sally's Alley and its public pedestrian pathway - it feels like you are trespassing on private property to enter Sally's Alley. We intend to make the entrances more inviting with clearly identified access points.

In addition, there are safety concerns regarding pedestrian/vehicle overlap. The anticipated improvements are intended to ensure safe separation between driveways and pedestrians, relocate signage, and better define these access points to the pedestrian pathway to welcome all Yarrow Point residents and visitors.

- **Pathway improvements.** The current pathway in Sally's Alley presents accessibility and occasional safety concerns. We seek to widen the pathway modestly; to enable strollers and wheelchairs comfortable and safe access. We want to maintain the current 'unpaved' character of the pathway and plan to use materials that can be firmly packed and provide stable edging. There will be an appropriate border on the pathway to ensure pathway material stays in the pathway, is mud-free under various weather conditions as well as being ADA compliant.
- **Landscape improvements.** To help preserve and enhance Sally's Alley's natural features, we will clean-up overgrown shrubbery and remove/trim overgrown laurel and ivy. New plantings will be added consisting primarily of native plants, helping define the space and providing additional screening with bordering private residences. As a tribute to the Town's history as a holly farm, we plan to retain some holly plantings.

Project Schedule

Given the construction that is occurring at the east entrance of Sally's Alley and for budgetary reasons, we are proposing that the project be broken into 2 phases:

- **Phase 1:** West entrance (on 94th) continuing to around the half-way point of Sally's Alley. Phase 1 design is underway and expected to be completed in 2023.
- **Phase 2:** East entrance (on 95th) and the remaining half of the Sally's Alley is expected to be designed and completed after 2023.

Sally's Alley Q & A

Q: Are you going to develop Sally's Alley into a park?

A: No. The goal is to maintain it as a "natural space", enhance the pathway by making it accessible and safe, in addition to improving the surrounding pathway landscape and Sally's Alley access points.

Q: Will there be lights and picnic tables added to Sally's Alley?

A: No, there will be no lighting or picnic tables added to Sally's Alley. We may add a bench or two along the pathway for residents that may want a rest along their walk.

Q: What will happen to the Sharing Bench?

A: We love the sharing bench! There are no plans to change it in Phase 1. Depending on the Phase 2 design, we may shift its placement slightly but we will ensure the sharing bench has a defined place in the overall plan.

Q: Are you cutting down any trees?

A: There is no plan to cut down any significant trees on public property.

Q: Will there be public input on the design?

A: Yes. We anticipate having a design draft of Phase 1 in the first quarter of 2023 and will seek input from all Yarrow Point residents

Q: Is it going to attract partygoers?

A: Our goal is to enhance Sally's Alley as a walking trail, not as a destination spot. To that end, we don't anticipate attracting groups looking to congregate in the area.

Q: Will there be required maintenance and upkeep?

A: Our goal is to keep maintenance to a minimum and we expect the maintenance of the new landscape plan will be similar to the current maintenance work required in the Alley today.

Q: Why even make any changes?

The Park Board looks to preserve and enhance Yarrow Point's environment and to promote public use of these valuable, limited town lands and natural resources. To that end, we are looking to improve the access points into Sally's Alley so they are clear and inviting to all residents, and to ensure the public pedestrian pathway is safe and accessible to all.

In a way, Sally's Alley is no different to the road end beach at 47th. It has similar characteristics to the beach prior to the area being developed and the dock put in. That project is probably the best thing the Park Board ever did and an example of what the Park Board is chartered to do.

As some of you may recall, the neighbor to the north of the beach, had expanded their property to include Town property (not unlike the driveway on the 95th side, in which case the Town authorized for a period of time, making it clear the Town did not want it to be ongoing). This project should inspire us to optimize all the limited public land within Sally's Alley and to ensure it is inviting & open to all residents of Yarrow Point, similar to how the road end beach is now beloved by all residents.

**TOWN OF YARROW POINT
ORDINANCE NO. 726**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON,
AMENDING THE BUDGET FOR FISCAL YEAR 2022 TO ACCOUNT FOR
UNFORESEEN EXPENDITURES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Town Council adopted the Yarrow Point Town budget for fiscal year 2022 by Ordinance No.714 on November 9, 2021; and

WHEREAS; certain expenditures and adjustments, the necessity and/or amount of which were unexpected by the Town, have occurred during the course of 2022; and

WHEREAS; new revenues and corresponding expenditures should be realized in and reflected by the adopted budget through an amendment thereof; and

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

SECTION 1. The budget for the fiscal year 2022 is hereby amended as follows:

FUND	ORIGINAL BUDGETED EXPENDITURES	AMENDED EXPENDITURES
001 – General Fund	\$1,335,841	\$1,415,000

SECTION 2. The 2022 budget is hereby amended in accordance with Section 1 of this Ordinance. The Clerk-Treasurer shall cause a copy of this Ordinance to be filed with the Auditor of the State of Washington, Division of Municipal Corporations, and with the Association of Washington Cities.

SECTION 3. If any section, subsection, sentence, clause, phrase or word of this ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

SECTION 4. This ordinance shall be in full force and effect five days after its passage and publication.

PASSED AND APPROVED by the Council of the Town of Yarrow Point at a regularly scheduled meeting this 13th day of December, 2022.

Katy K. Harris, Mayor

ATTEST:

Bonnie Ritter, Clerk-Treasurer

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

Agenda Bill 22-65
December 8, 2022

Stormwater Utility Rate Increase: First Review	Proposed Council Action: Review draft Ordinance and Resolution
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Presented by: Town Engineer Stacia Schroeder, PE

Exhibits: Ordinance No. 727
Resolution No. 367

Summary:

Review draft Ordinance and Resolution pertaining to the Stormwater Committee's goal to increase the stormwater utility rate.

Recommended Action:

For review.

**TOWN OF YARROW POINT
ORDINANCE NO. 727**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON,;
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.**

WHEREAS, storm and surface water runoff need to be managed, regulated and controlled to reduce flooding, erosion, sedimentation and other pollution of water, danger and damage to life and property, and to protect and encourage the use of efficient means to these ends; and

WHEREAS, management of storm and surface water runoff must include anticipation of future growth and development in the design and improvement of the surface and storm water management system; and

WHEREAS, the costs associated with the design, construction, and management of the storm water management system increases annually; and

WHEREAS, the Town Council finds that the most effective way to fund maintenance of and improvements to the Town storm water distribution system is to establish a corresponding annual increase of the stormwater utility rate, set forth in Yarrow Point Municipal Code Section 13.12.020, to be tied to the Seattle-Tacoma-Bremerton Area Consumer Price Index; and

WHEREAS, the Yarrow Point Town Council finds it is in the best interest of the citizens of Yarrow Point to amend YPMC 13.12.020 as set forth herein to ensure continued funding for the Town's Storm Water Utility needs.

**NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF YARROW POINT,
WASHINGTON, ORDAINS AS FOLLOWS:**

Section 1. Findings. The foregoing recitals are hereby adopted as Findings of Fact in support of this Ordinance.

Section 2. Amendment to YPMC Section 13.12.020. YPMC Section 13.12.020 is hereby amended as follows:

13.12.020 Utility Fees

The Council may establish by resolution utility fees, rates, and charges to recover the costs of providing service to property in accordance with the cost of improving, operating and maintaining the Town's storm and surface water system. Costs may include but will not be limited to the expense of planning, administration, development of regulations, the enforcement of existing regulations, construction and/or repair of facilities, system maintenance, provision of storm and surface water management equipment and services and any redemption of bonds that are used to finance any system improvement.

In addition to such other changes as may be approved by Council, commencing January 1, 2024, and in January of each successive year thereafter, the fees, rates and charges the Council establishes by resolution shall be automatically adjusted based upon the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bellevue, as published by the Bureau of Labor Statistics for the year ending June 30th of the previous year; provided that in no instance shall these fees, rates, and charges decrease.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 4. Corrections. The Town Clerk-Treasurer and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Effective Date. This Ordinance shall be in full force and effect five (5) days after publication of the summary of this Ordinance, consisting of its title.

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YARROW POINT ON THIS ____ DAY OF _____, 2023.

Katy Kinney Harris, Mayor

Approved as to form:
Town Attorney

Attest/Authenticated:

Ogden Murphy Wallace, PLLC

Bonnie Ritter, Town Clerk-Treasurer

PUBLISHED BY THE TOWN COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: 727

**TOWN OF YARROW POINT
RESOLUTION NO. 367**

**A RESOLUTION OF THE TOWN OF YARROW POINT,
WASHINGTON, INCREASING THE STORM WATER UTILITY
RATE PURSUANT TO YARROW POINT MUNICIPAL CODE
SECTION 13.12.020.**

WHEREAS, storm and surface water runoff need to be managed, regulated and controlled to reduce flooding, erosion, sedimentation and other pollution of water, danger and damage to life and property, and to protect and encourage the use of efficient means to these ends; and

WHEREAS, management of storm and surface water runoff must include anticipation of future growth and development in the design and improvement of the surface and storm water management system; and

WHEREAS, the revenue sources available to the Town for capital improvements to the public storm water distribution system were inadequate, leading the Town to adopt a stormwater utility fund pursuant to Ordinance No. 630, which established Yarrow Point Municipal Code (“YPMC”) Chapter 13.12; and

WHEREAS, Chapter 13.12 YPMC sets forth the rules and regulations for the Town’s Stormwater Utility; and

WHEREAS, YPMC Section 13.12.020 states that the Council may establish by resolution utility fees to recover the costs of providing service to property in accordance with the cost of improving, operating and maintaining the town storm and surface water system; and

WHEREAS, the existing rate does not reflect the true costs of providing service; and

WHEREAS, there is a need to increase the rate to reflect the increased cost of service; and

WHEREAS, the Yarrow Point Town Council finds it is in the best interests of the citizens of Yarrow Point to increase the rate for the Storm Water utility, effective January 1, 2024 to support the Town’s Storm Water Utility needs.

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

Section 1. Findings. The foregoing recitals are hereby adopted as Findings of Fact in support of this Resolution.

Section 2. Utility Fee. The Yarrow Point Town Council hereby sets the Storm Water Utility Fee at \$28.00 per month on all developed parcels within the boundary of the utility, to be effective January 1, 2024..

Section 3. Effective Date. This Resolution shall become effective immediately upon passage by the Yarrow Point Town Council.

Adopted by the Yarrow Point Town council this ___ day of _____, 202_.

APPROVE:

Katy Kinney Harris, Mayor

ATTEST: Bonnie Ritter, Town Clerk-Treasurer

2023 Legislative Priority - Marine Patrol Vessel Replacement	Proposed Council Action: For discussion and action.
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Presented by: Mayor Harris

Exhibits:

- Letter from City of Mercer Island Mayor Salim Nice and City Manager Jessi Bon
- 2023 CMI Legislative Priorities
- 2023 Legislative Priority

Summary:

Two aging vessels in the MI Marine Patrol fleet need to be replaced. Rep. Tana Senn's appropriation request for \$1.1M to replace the 2 vessels which service Yarrow Point's waterfront (and indeed all of the Lake Washington Waterfront communities in emergencies) addresses this need. The Town of Yarrow Point enthusiastically supports this appropriation request that Rep Senn will bring to the upcoming legislative session.

Recommended Action:

Formally support the appropriation request presented by Rep. Senn for funding these two replacement vessels in the upcoming legislative session.



TO

DATE: 21 November 2022

KATY HARRIS

Mayor

Town of Yarrow Point

A: 4030 – 95th Ave NE, Yarrow Point, WA 98004

E: mayor@yarrowpointwa.gov

Dear Mayor Harris,

We are very pleased to be offering marine patrol services to the Town of Yarrow Point and we are writing to ask you to support Representative Tana Senn's appropriation request in the upcoming State Legislative Session for funding to replace two of the Mercer Island marine patrol vessels.

The Mercer Island Marine Patrol unit currently has two vessels in its fleet that will be reaching the end of their useful life in the next few years. The City has anticipated the need for new vessels and reserved sinking funds for the replacement. These resources, however, are likely to fall short given the rising costs of replacement vessels. We began working with Representative Senn earlier this year on an appropriation request to ensure there is no lapse in regional coverage or emergency response.

On November 1, 2022, the Mercer Island City Council adopted our 2023 Legislative Priorities and identified the marine patrol vessel replacement as a top priority. As a regional partner in our marine patrol program, we are now asking for your support through advocacy and the inclusion of this item as one of your legislative priorities:

"The City of Mercer Island State-certified Marine Patrol Unit was founded in 1982 and provides marine patrol services to Medina, Bellevue, Renton, Yarrow Point, and Hunts Point for their water-based services with just three vessels. Two of the vessels are near the end of their useful life and the City is seeking funding for the \$1.1 million in estimated replacement costs."

We have included the City of Mercer Island's Legislative Priorities and a one-page summary describing the vessel replacement need.

We are grateful to Representative Senn for her support of this critical regional program and welcome your partnership and advocacy as well. We are happy to meet to further discuss the need and please also let us know if there are ways we can collaborate with Yarrow Point on your priorities during the upcoming Legislative Session.

Sincerely,

SALIM NICE
Mayor

JESSI BON
City Manager

Enclosure

CITY OF MERCER ISLAND

2023 State Legislative Priorities



Funding for Basic Infrastructure and Capital Projects

The City supports legislation that provides funding to help cities finance basic infrastructure such as water, sewer, stormwater, parks, transportation, and green infrastructure projects. Priorities include:

- Fully funding the **Public Works Assistance Account** and refraining from fund transfers or diversions.
- Supporting the once in a generation **\$7.5 million Luther Burbank Park Waterfront and Dock Replacement Project** by fully funding the following grant programs:
 - Washington Wildlife and Recreation Program (WWRP) Water Access grant*: \$1.5 million funding request, project is ranked 7 out of 10.
 - Boating Facilities Program (BFP)*: \$1 million funding request, application is in process.
 - Aquatic Lands Enhancement Account (ALEA) grant*: \$500,000, project is ranked 2 out of 4.
- Supporting the **\$2 million Luther Burbank Park Boiler Building Renovation Project** by fully funding the Heritage Capital Grant Program: \$500,000 funding request, project ranked 22 out of 30.



Support for Mental and Behavioral Health Services

The City is committed to providing access to quality mental and behavioral health services through the Youth & Family Services Department. Continued state funding is needed to help communities provide options for individuals suffering from behavioral health issues. Priorities include:

- Funding to expand and enhance community-based behavioral health services**, including mental health, substance use disorder, and dual diagnosis treatment facilities.
- Supporting resources for **certification and training to increase the number of behavioral health professionals** available to the community.



Policing for a Safe Mercer Island

The City encourages legislation and resources to ensure a safe community for residents, businesses, and visitors. Priorities include:

- Supporting **clarification around the ability for law enforcement to conduct effective and safe vehicle pursuits** using a reasonable suspicion standard in specific circumstances when there is an immediate threat to public safety.
- Requesting **clarification around the crime of possessing a controlled substance** so that individuals, law enforcement, and treatment providers can respond appropriately.
- The City of Mercer Island State-certified Marine Patrol Unit was founded in 1982 and provides marine patrol services to Medina, Bellevue, Renton, Yarrow Point, and Hunts Point for their water-based services with just three vessels. Two of the vessels are near the end of their useful life and the City is **seeking funding for the \$1.1 million in estimated replacement costs**.



Support for Housing Availability

The City supports a proactive, collaborative, and flexible approach that creates new tools, incentives, and revenues that cities can use to help increase housing supply and address affordability. Priorities include:

- The City supports **solutions that enhance already successful state and regional programs** such as *A Regional Coalition for Housing (ARCH)*, serving cities in east King County since 1992.
- The City encourages the legislature to **review the impacts of E2SHB 1220 in collaboration with local jurisdictions** to ensure the legislation will produce housing for all income levels.



Preserving and Protecting the Environment

It is essential to preserve and protect the environment today and for future generations with equity in mind. The City encourages legislation, partnerships, and funding that incentivizes and supports clean energy, carbon reduction and the implementation of potential climate action plan programs, including but not limited to heat pump adoption and electric vehicle charging infrastructure.



Mercer Island Marine Patrol – Legislative Priority

Support Representative Tana Senn in seeking State funding to replace the aging City Of Mercer Island Marine Patrol fleet

The City of Mercer Island requests \$1,100,000 in State funds to partially support the replacement of Mercer Island Police Department’s aging Marine Patrol vessels, a regional asset for the individuals who reside and recreate on Lake Washington.

The Mercer Island Police Department has maintained a state-certified Marine Patrol Unit since it was founded in 1982. At its founding, the unit became a regional asset as other cities on Lake Washington signed Interlocal Agreements for marine-related services for their respective cities. **Today, the Mercer Island Police Department has Interlocal Agreements with the cities of Medina, Bellevue, and Renton and the Towns of Yarrow Point and Hunts Point for their water-based services.** Mercer Island is also part of a larger regional public safety umbrella comprised of the Seattle Police Department’s Harbor Patrol, King County Sheriff’s Office Marine Patrol, and the Washington State Department of Fish and Wildlife. Lake Washington is a federal navigable waterway, and Mercer Island partners with the US Coast Guard for enforcement and maritime-related rescue operations.

The Washington State Department of Licensing reports that more than 237,000 recreational marine vessels are registered in the State of Washington. A study by the University of Washington indicates approximately 40,850 recreational marine vessels are registered in King County, with an additional 5,400 vessels from other counties moored within King County. In 2021, over 1,800 new recreational marine vessels were purchased in King County. The other large group of vessels, which is difficult to fully quantify, is the ever-growing number of human-powered watercraft such as kayaks, canoes, and stand-up paddleboards, representing an additional and particularly at-risk portion of the recreating public in Mercer Island’s jurisdiction.

Since its inception, the Mercer Island Marine Patrol Unit has dedicated its resources to public safety, education, maritime law enforcement, and public assistance on and off the water. The Police Department has **22 certified Marine Patrol Officers**, able to respond twenty-four hours a day, seven days a week, to emergency and routine calls for service. **Marine Patrol Officers patrol the waters of Lake Washington and the approximate 34 miles of shoreline comprising its operational jurisdiction.** Officers respond to emergency calls for vessel collisions, search and rescue missions, vessel, and shore accessible fire suppression, boating under the influence, and more routine calls such as disabled vessels, debris, and hazard removal.

Mercer Island, Marine Patrol vessels spend approximately 900 hours on patrol, which equates to more than 2,000 officer hours on the water. Marine Patrol Officers conduct 200-250 Vessel Safety Inspections, 300 plus vessel stops and contacts, 100 assists, and 100s of citizen contacts each year. In the off-season, the Marine Unit participates in a wide range of educational outreach through kindergarten water safety classes, public safety events, marine/boat shows, and news/radio/podcast interviews. **The Marine Unit supports the safety and security of significant state infrastructure, including the I-90 and SR-520 Bridges, Renton Municipal Airport, and the Sound Transit light rail system.**

Mercer Island’s current patrol vessel fleet consists of three vessels, two built in the 1990s and one in the early 2000s. With a life expectancy of approximately 20 years, two of these marine patrol vessels are experiencing increasing mechanical and other failures, challenging our important mission to provide critical water safety services and enforcement. Advancements in marine technology make newly purchased vessels safer, more ergonomic, and more reliable than our current fleet.

This request for legislative funding will support the replacement of one to two vessels and the associated equipment. Washington State manufacturers and laborers will design and build new vessels, putting the funds directly back into our local communities.

Appointment of Mayor Pro Tem	Proposed Council Action: Appoint Mayor Pro Tem
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Presented by: Mayor Harris

Exhibits: None.

Summary:

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

Recommended Action:

Move that a member of the Council be appointed to serve as the Mayor Pro Tem for the next six months – January 1, 2022 through June 30, 2022.



November 2022

To our Yarrow Point Mayor and
members of our Town Council,
After the passing of Peter D. Swindley,
this group of Yarrow Point citizens gathered as
a committee aspiring to commemorate
Peter Swindley's contribution to the archi-
tectural history of Yarrow Point.

Public and enduring, our Yarrow Point
Town Hall for which Peter was the architect
became the most appropriate focus for this
endeavor. With the support of our committee
Greg Hoyle worked with artisans through the
conceptualization and ultimately the creation
of a plaque the committee agreed would be a
fitting tribute.

We are grateful to you as Mayor and
Council for your approval and allocation
of town funds for the crafting of the handsome
bronze plaque now installed on the exterior
wall of the Yarrow Point Town Hall.

Noting the Yarrow Point Town Hall's
1990 Dedication and identifying
Peter D. Swindley as the architect, the
plaque provides both historical context
and a generous tribute.

The mission of this committee is
accomplished. It is gratifying to have
been able to see this through to completion.
Thank you for supporting our vision.

Sincerely,

Carl Casadeola

Andy Hume

Kathy Smith

Andy Valas

Nancy Valas

Margaret Swindley