



Mayor: Katy Kinney Harris

Councilmembers: Stephan Lagerholm, Steve Bush, Chuck Porter, Michael Hyman, Kathy Smith

Town Attorney: Emily Romanenko

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: 813 5154 1599#

<https://us02web.zoom.us/j/81351541599>

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

2. **PLEDGE OF ALLEGIANCE**

3. **OATHS OF OFFICE**

4. **ROLL CALL:** Councilmembers Stephan Lagerholm, Steve Bush, Chuck Porter, Michael Hyman, Kathy Smith

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

6. **POLICE REPORT**

7. **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.

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

9. **MAYORS REPORT (5 minutes)**

10. **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.

11. **REGULAR BUSINESS (90 minutes)**

11.1 – Update from Planning Commission Chair Hellings and Town Planner regarding Planning Commission private property tree code discussions

11.2 – 94th Ave NE Utility UGC Project – Gray & Osborne Design Agreement Addendum No. 2

11.3 – Town Attorney Contract Approval

11.4 – Town Engineer Contract Approval

11.5 – Fee Resolution Updates

A. Adopt Ordinance No. 744, Adopting a new section for preliminary feasibility conferences

B. Adopt Ordinance No.745, Adopting a new chapter for re-roofing permits

C. Approve Resolution No. 372, Amending the Town's Fee Schedule

12. COUNCIL REPORTS (5 minutes)

13. ADJOURNMENT

STAFF REPORTS

1. Police Report
2. Fire-EMS Report
3. Town Engineer Report:
 - 2024 94th Ave NE UGC
4. Town Planner Report:
 - Comprehensive Plan Update
5. Commission Minutes:
 - December 11, 2023 Park Board Special Meeting
 - December 19, 2023 Planning Commission Special Meeting



MEMO

To: Yarrow Point Council
From: Chief Kyle Kolling
Date: January 9th, 2024
Re: December 2023 Summary

Greetings,

Decembers training included:

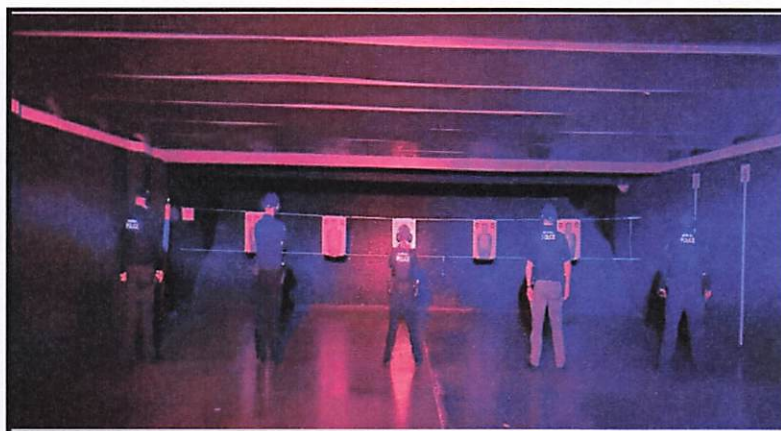
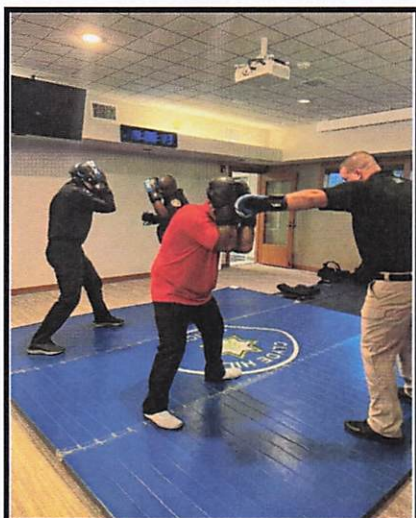
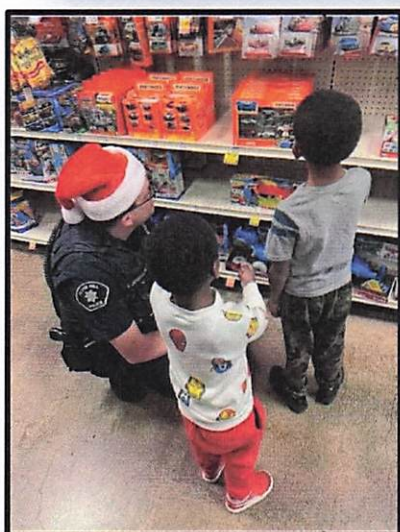
- Regular monthly training through PoliceOne Academy continued with officers completing various classes online.
- Chief Kolling, Commander Hanson and Corporal Cobrea attended a Street Crimes Training.
- All officers attended Range training taught by Corporal Humphreys
- DT Training for all officers taught by Officer Fernandez

On the social media front, we gained 3 new followers for a total of 364, 8 Facebook posts were created in December. We now have 510 followers on our Instagram account.

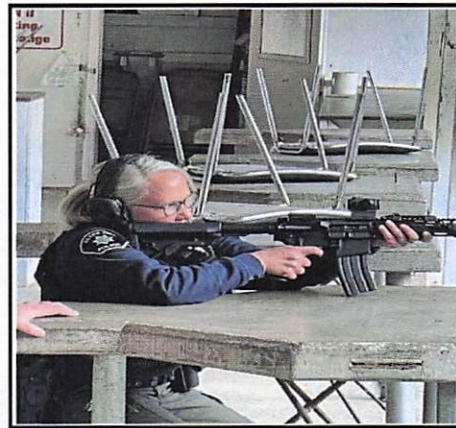
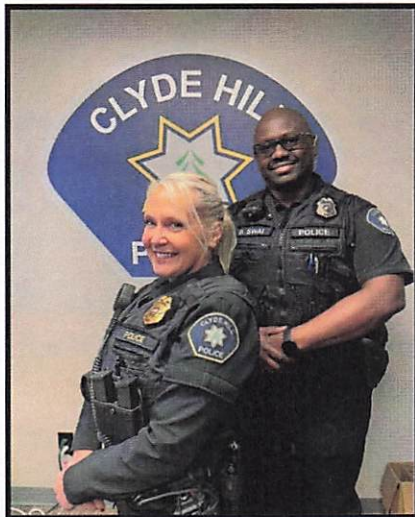
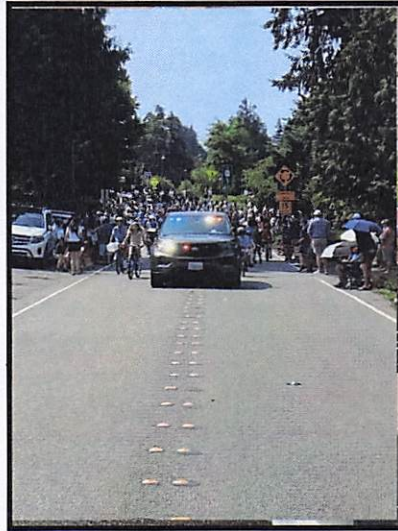
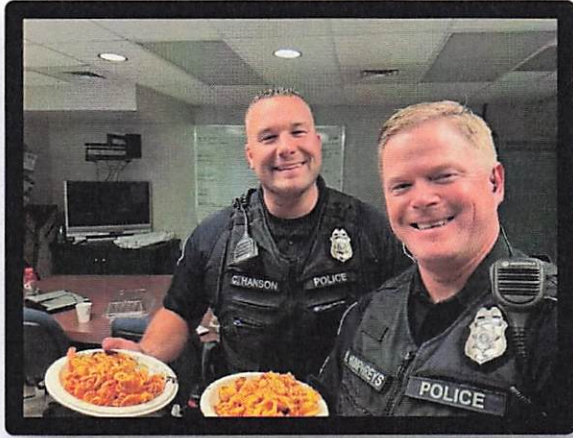
This year we were able to team up with Kirkland PD and participate in Shop with a Cop. Officers spent one-on-one time together with the kids in an unforgettable shopping experience. Each Officer was paired up with a child and helped them shop for gifts for their families and themselves. We were able to raised over \$1000 in cash donations from the community and that was used at the event.

As 2023 ends, we would like to reflect on what a great year it has been for the Clyde Hill Police Department. We look forward to another year of serving and protecting this wonderful community and to what 2024 will hold.

Clyde Hill Police Department 2023 Highlights



Clyde Hill Police Department 2023 Highlights





City of Yarrow Point
December 2023

2023-4895	12/01/2023	3200 blk 92 nd Ave NE	DWLSL3	J. Adolfson
Driver was stopped and found to be DWLS3. Charges forwarded to prosecutor.				
2023-4918	12/02/2023	8800 blk Points Dr NE	DV Assault	J. Adolfson
Units responded to a DV Assault. Subject was arrested and booked.				
2023-4940	12/03/2023	8800 blk NE 33 rd St	Warrant Arrest	J. Adolfson
During a traffic stop, driver was found to have warrants. Subject was booked				
2023-5130	12/18/2023	4000 blk 94 th Ave NE	Traffic Collision	B. Swai
Dump truck forgot to close the overhead "cover" Causing damage to a house. Driver and company agreed to fix it privately.				
2023-5165	12/20/20023	3800 blk 95 th Ave NE	Death Report	C. Hanson
Subject passed away from natural causes. Police & Fire attempted to revive with CPR.				



Town of Yarrow Point ACTIVITY REPORT

	December 2023	November 2023	2023 YTD	2022 YTD
CRIMES AGAINST PERSONS				
Assault	0	0	0	3
Domestic Violence/Disturbance	1	0	4	2
Harassment	0	0	0	2
Order violation	0	0	0	0
Rape/sex offenses	0	0	0	1
Robbery	0	0	0	0
Other (<i>Abuse, APS, civil, CPS, custodial interference, extortion</i>)	0	0	1	1
PROPERTY CRIMES				
Burglary	0	0	2	2
Fraud	0	1	5	6
MV Prowl	0	0	6	7
MV Theft	0	0	0	1
Theft	0	0	8	4
Other (<i>Arson, illegal dumping, malicious mischief, prowler, trespass</i>)	0	2	8	9
ARRESTS				
Drug/alcohol	0	0	1	0
Warrants	1	0	2	1
Other	0	0	0	2
TRAFFIC ACTIVITY				
Criminal Traffic	1	0	6	0
Infractions	1	2	51	59
Warnings	6	8	94	78
Traffic accidents	1	0	7	5
Traffic stops	8	10	152	136
Parking	0	1	11	72
OTHER				
Alarms	6	4	32	30
Complaints				
~Animal	0	2	5	6
~Fireworks	0	0	1	4
~Noise	0	0	20	12
~Soliciting	0	0	5	0
Deaths	1	0	1	2
Suspicious	0	3	33	35
Drug/alcohol	0	0	0	1
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>)	35	38	483	234

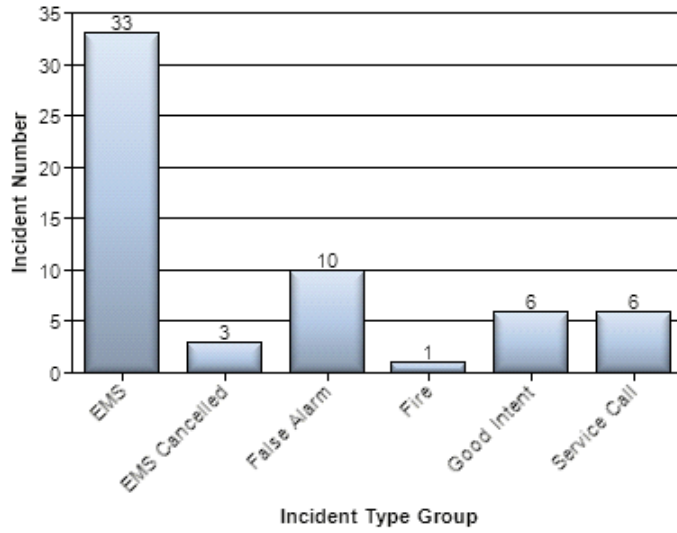


Issued Ticket Report Summary
Yarrow Point
December 01, 2023-December 31, 2023

<u>Violation Location Address</u>	<u>Date And Time</u>	<u>Violation Description</u>	<u>Issuing Officer</u>
<u>Citations-Non-Traffic: 1</u>			
<u>Citations-Criminal: 1</u>			
9000 BLK POINTS DR NE	12/01/2023 13:32:00	MV DWLS 3RD DEGREE (DRIVE WHILE LICENSE SUSPENDED OR REVOKED)	9983 - Adolfson
<u>Infractions-Traffic: 1</u>			
9400 BLK NE 40TH ST	12/18/2023 12:00:00	LOADS, FAIL TO SECURE LOAD	9337 - Swai
<u>Infractions-Speeding: 0</u>			
<u>Infractions-Parking: 0</u>			

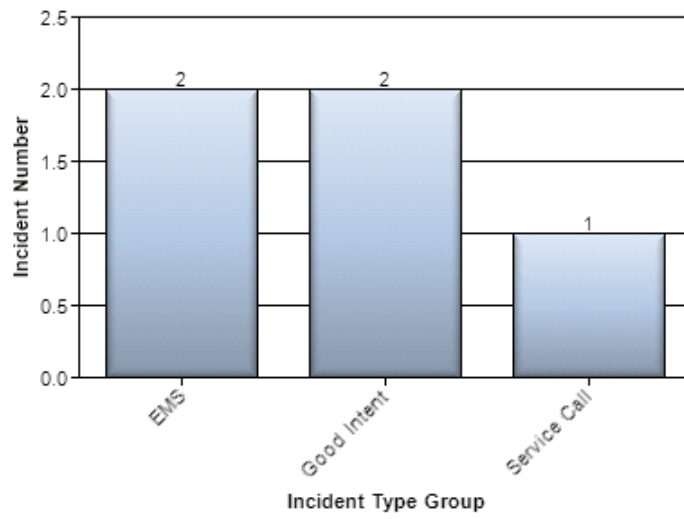
Incident Date between 2023-01-01 and 2023-12-31
City equal to Yarrow Point

Incident Type Group	Incident Count
EMS	33
EMS Cancelled	3
False Alarm	10
Fire	1
Good Intent	6
Service Call	6



Incident Date between 2023-12-01 and 2023-12-31
City equal to Yarrow Point

Incident Type Group	Incident Count
EMS	2
Good Intent	2
Service Call	1





PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
1/9/24	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 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:

- Ongoing resident coordination to answer general questions and coordinate private underground conversions. Twenty (20) previous residents have been narrowed to eighteen (18); Comcast is installing 2 cable only services prior to the start of our project. The goal for this year is to fully convert 8 residents on the “pole-side” of the street and install only the empty conduits for 10 residents on the “non-pole” side of the street. Of the 18 residents involved:
 - 11 – either converted completely or installed the empty conduits already
 - 3 – have deferred to the Spring 2024
 - 1 – sold and buyer is planning to underground as part of a new SFR (9415 NE 40th)
 - 1 – will self-install (9330 NE 40th St)
 - 2 – Town received negative responses
- The COB water utility started their construction project on November 27th to comply with their US FWS Eagle Take Permit. To date they have completed installation of the new ductile iron water main and fire hydrants. The week of Jan. 8th they will flush the new water main and test for impurities. A shutdown is tentatively scheduled for the NE 40th Street east tie-in on Jan. 11th. The City of Bellevue however, will provide 72 hours of notice to the four (4) impacted residents. No additional shut downs are anticipated after this work is complete and the City of Bellevue water replacement service crew will work with each individual property owner the day of their anticipated 30 minute service interruption to transfer their existing water meter service line to the new main. The City of Bellevue is expected to complete their project ahead of the April 30, 2024, deadline stated in their Right-of-Way Use Permit.
- PSE provided a draft Schedule 74 Agreement and Construction Cost Estimate on January 3rd, 2024; too late for review and inclusion into this month’s council packet. Gray & Osborne, in conjunction with staff, will review the agreement and estimate over the next month and present the final draft to the council in February. Final contract approval will then be included with the entire package of project approvals in late February/ mid-March. As a reminder, the Schedule 74 PSE Agreement allows for a 60 PSE/40 Town split of the construction cost to underground, whereby the Town pays 100% of the restoration cost.
- The PSE IntoLight contract was approved by the Town Council in July, and the contract was executed by Mayor Harris in November. The final PSE IntoLight design will reflect the Town’s desired light output and the 100% design recently completed by PSE power.
- Coordination efforts are on-going with other purveyors (ie. PSE gas, Comcast, Lumen, etc.). Gray & Osborne has received 100% plans from both Lumen and Comcast which reflect PSE’s 100%. Comcast will remove their above ground battery backup cabinet on 4015 NE 40th in lieu of an aerial component located at the intersection of NE 40th and 95th.

- Gray & Osborne – G&O is working on the following tasks:
 - Jan. 2nd – 5th: 90% Plans, Specifications, and Estimate
 - Jan. 8th – 12th: Town staff review/ process SEPA/ secure eagle incidental take permit
 - Jan. 15-30: 100% Plans, specifications, and estimate
 - Jan. 31st – Feb. 14th: Project out to bid
 - Feb 15th – 27th: G&O to determine lowest responsible bidder
 - Feb. 27th: Tentative date for special council meeting to review bids received
 - Mar. 1st – 11th: Town staff to prepare information for council review
 - Mar. 12th: Town Council Meeting – Consider approval (tentative)
- King County Roads – TYP is expected to participate in KC Roads 2025 Pavement Preservation Program to grind and overlay the affected streets.

PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Survey	100	March 2021	PACE/ Town Engineer	
Final Design		2022-2023	Gray & Osborne/ Town Engineer	
PSE	100			
City of Bellevue Utilities Dept.	100			
Comcast/ Lumen Final Design	100			
TYP Stormwater & Landscape Design including Bid Documents	90	2023-2024	Gray & Osborne/ Town Engineer	
Bidding	0	Winter 2024	Gray & Osborne/ Town Engineer	
Construction	0	Spring/Summer/ Fall 2024	Gray & Osborne/ Town Engineer	

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 – Dec. 2023 Puget Sound Energy (Sch. 74 Design Agreement)	\$10,005	\$0		Contract Signed 06/13/22 100% Plans Rec'd: 09/05/23 Design Fee Waived if Constructed
Total:	\$10,005	\$0		
Jan. 2022 – Dec. 2023 Town Engineer Project Management		\$ 40,480.00		
Jan. 2023 – Oct. 7, 2023 Civil Engineering Consultant Gray & Osborne, Inc.	\$110,000	\$132,767.23 13		CIP S-3: \$50,000 Old CIP/ Budget CIP U-1: \$60,000 Old CIP/ Budget Contract Date: 1/10/23 \$127,300 Change Order No. 1 – \$5,000

				Change Order No. 2 – Scope and Amount Pending
	Total:	\$110,000	\$171,863.48	
Summer 2024 Contractor TBD (Stormwater & UGC)	TBD			CIP S-2: \$700,000 New CIP/ Budget CIP U-1: \$1.3 mil New CIP/ Budget
Summer 2024 Town Engineer Project Management	TBD			
Summer 2024 PSE - Power (Sch. 74 Constr. Agreement)	TBD			
Summer 2024 PSE – IntoLight Contract	\$73,568			
Summer 2024 Civil Engineering Consultant Gray & Osborne, Inc.	TBD			
	Total:	\$2,000,000		
Fall 2024 – King County Roads	\$500,000			CIP T-1: \$500,000 New CIP/ Budget
Mar. 2021 – Oct. 7, 2023 Project Total:	\$2,648,255	\$201,497.23		

RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS

90% Civil Plans, Specifications, and Estimate – January 5, 2024
 PSE Power Construction Estimate and Agreement for Council Approval – January 9, 2024
 PSE Into Light Final Plans – January 15, 2023
 Bidding – Jan. 31, 2024



PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
01/05/2024	GMA Comprehensive Plan Update 2024	Town Planner – SBN Planning

STATUS SUMMARY

The Comprehensive Plan consists of required elements under the Growth Management Act (GMA) and optional elements unique to Yarrow Point. The Plan serves as a collective vision for the type of town that Yarrow Point residents aspire to create. The plan outlines how the town will manage population growth, environmental factors, and ensure essential services and facilities are provided to meet the community's needs for the next 20 years. The Plan must be adopted by December 2024 and includes updates to development regulations to stay current with state guidelines and recommendations. This update is funded through June 2024 by a \$100,000 grant from the State’s Department of Commerce (COM), which the Town Planner applied for and received at the start of the process in August 2022.

The Comprehensive Plan Update is proceeding on-time and on-budget – in accordance with the COM grant – for completion ahead of the December 2024 deadline. For a more detailed overview of the update process, survey analysis, and engagement materials, please visit the Town’s comprehensive plan webpage: <https://yarrowpointwa.gov/comprehensive-plan/>

Currently, the planning team is submitting chapters to the Planning Commission (PC) for initial reviews in advance of submitting revised drafts to Council (TC). The following is the status of the chapters:

- **Introduction:** PC Review Complete; Revising Draft for TC
- **Land Use:** Drafting for PC Review in February
- **Housing (including a Needs Analysis):** Drafting for PC Review
- **Transportation:** Under review by PC
- **Utilities:** Drafting for PC Review
- **Parks, Recreation, and Open Space:** Drafting for PC Review in January
- **Economic Development:** PC Review Complete; Revising Draft for TC
- **Tribal Planning:** PC Review Complete; Revising Draft TC
- **Climate Change:** Drafting for PC Review in January
- **Capital Facilities:** Drafting for PC Review – pending 2025-2030 CIP
- **Siting Essential Public Facilities:** PC Review Complete; Revising Draft for TC

GRANT DELIVERABLE OVERVIEW: Year 2 (FY24)

Deliverable	% DONE	BUDGET	NOTES
5.1 Staff Report on Survey Results, Analysis, and Plan Applications	100%	\$6,500.00	Complete, submitted to COM for review.
5.2 Outreach materials and website updates	100%	\$6,400.00	Complete, submitted to COM for review.
6.1 Draft Housing Element and Needs Analysis	85%	\$6,000.00	Housing Needs Analysis and Housing Element drafting. Scheduled for February PC review.
6.2 Full GMA Update Draft sent to Council, Planning Commission, Town Staff	60%	\$9,000.00	Chapter drafts under review with Planning Commission scheduled through Q1 2024, in advance of a full draft in Q2 2024
6.3 Final Document with full layout and proofing	35%	\$10,000.00	Document layout developed, awaiting finalized text – starting to move drafts into layout and develop graphics
7.1 Implementation Plan for development regulation and possible functional plan updates	30%	\$5,100.00	Outline started and resource needs established. Currently identifying regulatory needs and timelines.
7.2 Comprehensive Plan Submitted to Council	0%	\$7,000.00	Pending completed draft plan and pre-adoption procedures.

BUDGET OVERVIEW

Project Title	BUDGETED	EXPENDED	NOTES
<u>Year 1</u> (FY23) Comprehensive Planning Periodic Update Grant	\$50,000.00	\$50,000.00	Year one work is complete, invoiced, and the grant has been drawn down.
<u>Year 2</u> (FY24) Comprehensive Planning Periodic Update Grant	\$50,000.00	\$33,648.00	Overview of current project progress for Year 2 (FY24) Above
<u>Full</u> Comprehensive Planning Periodic Update Grant	\$100,000.00	\$83,648.00	Project is moving ahead on-schedule and on-budget. Renewal of grant is complete and invoicing to the department of commerce has begun.

CONCLUSIONS/NEXT STEPS

The next steps for the planning team are ongoing revisions to chapters based on PC and public feedback, developing maps and figures for the final plan, and revising chapters for comprehensive Council reviews in advance of adoption procedures. Intermediate steps include scheduling reviews with PSRC and COM as appropriate and checking in with local and regional agencies to make sure any larger-scale projects are appropriately considered in the plan.

**TOWN OF YARROW POINT
TOWN PARK BOARD SPECIAL MEETING
December 11, 2023
7:00 p.m.**

The Town Park Board of the Town of Yarrow Point, Washington met in special session on Monday, December 11, 2023, at 7:01 p.m. in the Council Chambers of Town Hall.

PARK BOARD PRESENT: Chair Krista Fleming, Park Board Members, Dicker Cahill, Carolyn Whittlesey, and Robert Afzal.

STAFF PRESENT: Deputy Clerk Austen Wilcox

1. CALL TO ORDER

Chair Fleming called the Park Board meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

MOTION: Motion by Park Board Member Cahill, seconded by Park Board Member Afzal to approve the agenda as presented.

VOTE: 4 for, 0 against. Motion carried

5. APPROVAL OF THE MINUTES:

MOTION: Motion by Park Board Member Cahill, seconded by Park Board Member Whittlesey to approve the October 24, 2023 regular minutes as presented.

VOTE: 4 for, 0 against. Motion carried.

6. STAFF REPORTS

7. APPEARENCES/PUBLIC COMMENT

None.

8. REGULAR BUSINESS

8.1 – Budget Update

Chair Fleming shared the Park Board's budget:

- Open spaces construction project \$150k (rob and dicker)
- Community projects const: \$30k
- Open space maintenance: \$10k

8.2 – Retirement and new Park Board Member Replacements

The two new Park Board members starting in January 2024 are residents Amy Pellegrini and Nancy Daltas. They will be confirmed by Mayor Harris at the December 12 regular Council meeting.

8.3 – Tree City USA Update

Chair Fleming discussed a tree that was planted in Sally's Alley as part of the Town's annual Tree City Application. Deputy Clerk Wilcox noted that the application was submitted and that the Park Board's public cleanup day in April assisted with the fulfillment of the application.

Chair Fleming called a 10-minute recess at 7:15 pm to allow staff to call into the meeting.

Chair Fleming reopened the meeting at 7:25 pm.

11. EXECUTIVE SESSION (30 minutes)

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.

Chair Fleming called the executive session to order at 7:25 pm announcing the reopening of the regular meeting to be in 45-minutes at 8:10 pm. No action to be taken.

Chair Fleming reopened the regular meeting at 8:05 pm stating that the executive session would continue an additional 20-minutes until 8:25 pm.

Chair Fleming re-opened the regular meeting at 8:25 pm.

9. ADJOURNMENT:

Motion by Park Board Member Cahill, seconded by Park Board Member Whittlesey to adjourn the meeting at 8:25 pm. All voted in favor. Motion carried.

VOTE: 4 for, 0 against. Motion carried.

Chair, Krista Fleming

Attest: Austen Wilcox, Deputy Clerk

**TOWN OF YARROW POINT
TOWN PLANNING COMMISSION REGULAR MEETING
December 19, 2023
7:00 p.m.**

The Town Planning Commission of the Town of Yarrow Point, Washington met in regular session on Tuesday, December 19, 2023, at 7:00 p.m. in the Council Chambers of Town Hall.

PLANNING COMMISSION PRESENT: Chair Carl Hellings, Commissioners David Feller, Chuck Hirsch (attended virtually), Jeff Shiu, and Lee Sims.

STAFF PRESENT: Deputy Clerk Austen Wilcox, and Planner Aleksandr Romanenko

1. CALL TO ORDER

Chair Hellings called the Planning Commission meeting to order at 7:03 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

MOTION: Motion by Chair Hellings, seconded by Commissioner Feller to approve the agenda as presented.

VOTE: 5 for, 0 against. Motion carried.

5. APPROVAL OF THE MINUTES

- November 21, 2023 Regular Meeting

MOTION: Motion by Commissioner Feller, seconded by Commissioner Hirsch to approve the November 21, 2023 special meeting minutes as presented.

VOTE: 5 for, 0 against. Motion carried.

6. STAFF REPORTS

Deputy Clerk Wilcox provided a report of the November Council meeting.

6.1 SR Comprehensive Plan Update

Planner Romanenko discussed a draft chapter for Transportation that has been included for the Commission to review. The chapter draft has been annotated with highlights to facilitate review and commenting. Chapter reviews will set up a smooth adoption process in the Spring of 2024, ahead of the December 2024 deadline for the Comprehensive Plan.

The Planning Commission discussed.

7. PUBLIC COMMENT

Will Cahill read a prepared statement into the record from his client, the Anderson-Wang family, relating to property 4015 95th Ave NE. This statement was to share their hopes and intentions for the property while balancing wildlife and environmental impacts to the property. They greatly appreciate having a fair and reasonable opportunity to work with the town for making their dreams come true.

Will Cahill then spoke as the real estate broker representing the buyer of 4015 95th Ave NE. He shared his client's dreams to design two homes on the property and their intention to not clear cut the lot. He discussed his client's fulfillment of complying with permit regulations with the town and federal requirements. He discussed correspondence between a member of the Planning Commission and Mayor

attempting to slow down the permitting process. His client would greatly appreciate the opportunity to work with the town with an open mind and fair application of the rules.

Resident Steve Scalzo requested clarification on the public comment period and chose to save his questions for the second comment period. He noted that boats in cozy cove that have devices for creating waves are causing significant damage to the bulkheads.

Resident Meredith Shank is concerned about maintaining the character of Yarrow Point and maintaining the tree canopy.

Deputy Clerk Wilcox read a letter into the record from resident Dicker Cahill concerning ongoing public records requests, correspondence between the mayor and the buyer of property 4015 95th Ave NE and input and regarding the tree code. A suggestion is made to consider putting the tree code on the ballot for the residents to vote on.

8. REGULAR BUSINESS

8.1 – Private Property Tree Code

Planner Romanenko reviewed the discussion at the previous Planning Commission meeting. He discussed:

- Resident tree petition;
- Staff review of tree permits;
- Matrix regarding tree protection categories;
- Tree canopy retention;
- Review of tree codes from surrounding Points jurisdictions;
- Resident input to increase tree code restrictions and those who do not want increased restrictions;
- Option to identify protected trees;
- Incentives to preserve trees;
- Replacement like for like trees;
- Process to put a vote of the ballot for the tree code;
- Lowering the significant tree number;
- Inclusion of fees to cover staff costs in tree permit costs; and
- Incentivizing the preservation of “heritage trees” during the design and development process of new homes.

Commissioner Shiu left the meeting at 8:44 p.m.

The Planning Commission discussed having Chair Hellings provide an update to the Town Council at their regular January 9 meeting.

9. PUBLIC COMMENT

Resident Steve Bush thanked the Planning Commission for their research. He discussed tree values, code restrictions, and his discussions talking with residents about the tree code.

Resident Steve Scalzo thanked the Planning Commission for their efforts reviewing the tree code and the importance of it. He discussed maintenance with respect to the town’s code for his property.

The Planning Commission discussed Chair Hellings to present PC proposal at the January Council 9 meeting to get feedback and guidance.

MOTION: Motion by Commissioner Hirsch, seconded by Commissioner Sims to have Chair Hellings work with the Town Planner to build out a matrix that has some specific restrictions as called out in the meeting including setbacks vs. buildable lots, creating a heritage tree category, lower significant tree number to 12”,

increase mitigation bond time period and cost requirements, increase mitigation of significant trees in a buildable area to 2:1, and present that to Council going forward.

VOTE: 4 for, 0 against. Motion carried.

10. ADJOURNMENT:

MOTION: Motion by Chairman Hellings, seconded by Commissioner Hirsch to adjourn the meeting at 9:12 p.m.

VOTE: 4 for, 0 against. Motion carried.

Carl Hellings, Chair

Attest: Austen Wilcox, Deputy Clerk

DRAFT

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

10

January 9, 2024

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

Exhibits: Exhibits included for items listed for consideration.

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. January Payment Approval and Payroll Reports for a total of \$340,041.63
2. December 12, 2023 regular Council meeting minutes

Recommended Action:

Motion to approve the Consent Calendar as presented.

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
AWC					
61	AWC	2024 AWC city membership	01/01/2024	686.00	686.00
Total AWC:				686.00	
Banner Bank					
700	Banner Bank	Constant Contact	12/18/2023	89.19	
700	Banner Bank	Office supplies	12/18/2023	1,190.89	
700	Banner Bank	Mayor cell phones	12/18/2023	125.74	
700	Banner Bank	ROW Supplies	12/18/2023	332.01	
700	Banner Bank	AWS, Msft, etc	12/18/2023	501.99	
700	Banner Bank	Christmas events	12/18/2023	667.17	
700	Banner Bank	MRSC Rosters dues	12/18/2023	135.00	3,041.99
Total Banner Bank:				3,041.99	
BERGEY, DAVID & MARIAN					
1032	BERGEY, DAVID & MARIA	Reimburse for Wetherill expenses	12/20/2023	618.30	618.30
Total BERGEY, DAVID & MARIAN:				618.30	
Casa Bonita Home Care, Inc.					
519	Casa Bonita Home Care, I	Cleaning for 1-3	01/04/2024	153.00	153.00
Total Casa Bonita Home Care, Inc.:				153.00	
CASELLE, INC.					
1300	CASELLE, INC.	Contract for January	01/01/2024	774.00	774.00
Total CASELLE, INC.:				774.00	
CITY OF BELLEVUE					
212	CITY OF BELLEVUE	Sewer and Water Charges	12/05/2023	488.47	488.47
Total CITY OF BELLEVUE:				488.47	
CITY OF CLYDE HILL					
10	CITY OF CLYDE HILL	Police Contract - 1st Qtr 2024	12/27/2023	129,503.50	129,503.50
Total CITY OF CLYDE HILL:				129,503.50	
CRYSTAL AND SIERRA SPRINGS					
1046	CRYSTAL AND SIERRA S	Water cooler	12/16/2023	59.75	59.75
Total CRYSTAL AND SIERRA SPRINGS:				59.75	
Davey Tree Expert Company					
9051	Davey Tree Expert Compa	Remove 28+ dead poplars Wetherill	11/29/2023	35,463.21	
9051	Davey Tree Expert Compa	Debris removal Wetherill	12/21/2023	5,769.24	41,232.45
Total Davey Tree Expert Company:				41,232.45	
ELECTRONIC BUSINESS MACHINES, INC.					
303	ELECTRONIC BUSINESS	Copier maintenanc contract	01/02/2024	224.36	224.36
Total ELECTRONIC BUSINESS MACHINES, INC.:				224.36	

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Flock Group, Inc.					
308	Flock Group, Inc.	Annual Agreement for Flock Cameras	11/07/2023	13,762.50	13,762.50
	Total Flock Group, Inc.:			13,762.50	
Gaylynn Brien					
1151	Gaylynn Brien	Sales Tax reports	12/31/2023	50.00	50.00
	Total Gaylynn Brien:			50.00	
Gray & Osborne, Inc.					
9043	Gray & Osborne, Inc.	Town Development Standards	12/04/2023	1,519.98	1,519.98
	Total Gray & Osborne, Inc.:			1,519.98	
Guilford Investments LLC					
466	Guilford Investments LLC	Short Plat Bond release	01/02/2024	16,707.63	16,707.63
	Total Guilford Investments LLC:			16,707.63	
Harris, Katy K					
459	Harris, Katy K	Christmas Ship event cookies	12/22/2023	25.50	
459	Harris, Katy K	Reimburse cell phone for Nov.	12/21/2023	87.50	113.00
	Total Harris, Katy K:			113.00	
ISOOutsource					
1301	ISOOutsource	Public Records Request-323; Sophos Renew-545.40	12/15/2023	868.40	
1301	ISOOutsource	Monthly contract	12/26/2023	110.10	
1301	ISOOutsource	Records Request-960.80; Remote issue-787.80	12/31/2023	1,748.60	2,727.10
	Total ISOOutsource:			2,727.10	
King County Finance					
603	King County Finance	36th Overlay Prog	11/30/2023	135.43	135.43
	Total King County Finance:			135.43	
King County Municipal Clerks' Associatio					
473	King County Municipal Cler	2024 Memberhip Dues	12/21/2023	35.00	35.00
	Total King County Municipal Clerks' Associatio:			35.00	
KIRKLAND MUNICIPAL COURT					
111	KIRKLAND MUNICIPAL C	Court Costs	12/15/2023	78.14	78.14
	Total KIRKLAND MUNICIPAL COURT:			78.14	
MN Custom Homes					
517	MN Custom Homes	Reimburse for tree bond	12/20/2023	4,400.00	4,400.00
	Total MN Custom Homes:			4,400.00	
MUNICIPAL SERVICES LLC					
350	MUNICIPAL SERVICES LL	Code Enforcement	12/31/2023	447.33	
350	MUNICIPAL SERVICES LL	Building Permit Inspections	12/31/2023	1,213.05	
350	MUNICIPAL SERVICES LL	Plan Review	12/31/2023	2,406.25	4,066.63

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total MUNICIPAL SERVICES LLC:				4,066.63	
NORTHWEST CIVIL SOLUTIONS					
450	NORTHWEST CIVIL SOLU	NE 36th St - CIP #1	12/31/2023	33.75	
450	NORTHWEST CIVIL SOLU	94th Ave UGC & Storm Improvements	12/31/2023	1,383.75	
450	NORTHWEST CIVIL SOLU	Pre-applications	12/31/2023	202.50	
450	NORTHWEST CIVIL SOLU	Site Development Permits	12/31/2023	1,451.25	
450	NORTHWEST CIVIL SOLU	Right of way permits	12/31/2023	607.50	
450	NORTHWEST CIVIL SOLU	Tree Permits	12/31/2023	1,417.50	
450	NORTHWEST CIVIL SOLU	Sally's Alley - General Admin	12/31/2023	540.00	
450	NORTHWEST CIVIL SOLU	General Administration	12/31/2023	2,025.00	7,661.25
Total NORTHWEST CIVIL SOLUTIONS:				7,661.25	
Ogden Murphy Wallace					
1390	Ogden Murphy Wallace	Clerk	12/08/2023	1,162.50	
1390	Ogden Murphy Wallace	Council	12/08/2023	5,516.00	
1390	Ogden Murphy Wallace	Land Use	12/08/2023	2,584.00	
1390	Ogden Murphy Wallace	Mayor/Executive	12/08/2023	1,277.00	
1390	Ogden Murphy Wallace	Sally's Alley ROW	12/08/2023	1,640.00	
1390	Ogden Murphy Wallace	Code Enforcement	12/08/2023	476.00	12,655.50
Total Ogden Murphy Wallace:				12,655.50	
PUGET SOUND ENERGY					
604	PUGET SOUND ENERGY	Town Hall Service	12/26/2023	194.50	
604	PUGET SOUND ENERGY	Street Lights	12/26/2023	688.24	882.74
Total PUGET SOUND ENERGY:				882.74	
SBN Planning LLC					
154	SBN Planning LLC	Building Permits	12/31/2023	1,571.70	
154	SBN Planning LLC	Tree Permits	12/31/2023	687.80	
154	SBN Planning LLC	Pre-applications	12/31/2023	282.10	
154	SBN Planning LLC	Shoreline Substantial Development	12/31/2023	40.30	
154	SBN Planning LLC	94th UGC project	12/31/2023	201.50	
154	SBN Planning LLC	Climate Planning	12/31/2023	40.30	
154	SBN Planning LLC	Comp Plan Update	12/31/2023	1,571.70	
154	SBN Planning LLC	HB1110 Integration	12/31/2023	40.30	
154	SBN Planning LLC	General Administration	12/31/2023	6,426.10	10,861.80
Total SBN Planning LLC:				10,861.80	
Sound View Strategies LLC					
521	Sound View Strategies LLC	Consulting Services for December 2023	12/31/2023	900.00	900.00
Total Sound View Strategies LLC:				900.00	
STATE AUDITOR'S OFFICE					
34	STATE AUDITOR'S OFFIC	Audit services	12/11/2023	10,760.40	10,760.40
Total STATE AUDITOR'S OFFICE:				10,760.40	
STATE TREASURER'S OFFICE					
601	STATE TREASURER'S OF	Kirkland County Court pass-through to State	12/31/2023	2,095.77	
601	STATE TREASURER'S OF	Building Code Council Acct Fee pass through	12/31/2023	136.50	2,232.27

Vendor	Vendor Name	Description	Invoice Date	Amount Paid	YTD Payments
Total STATE TREASURER'S OFFICE:				2,232.27	
THE SEATTLE TIMES					
192	THE SEATTLE TIMES	Ord 742, 742 and 743 publication	12/31/2023	269.96	269.96
Total THE SEATTLE TIMES:				269.96	
Washington Cities Insurance Authori					
211	Washington Cities Insuranc	Liability, property, auto insurance	01/01/2024	35,645.00	35,645.00
Total Washington Cities Insurance Authori:				35,645.00	
Grand Totals:				302,246.15	

Certification of the Consent Calendar as presented including the Payment Approval Report dated 01/08/2024 approving payments as shown totaling \$302,246.15, plus payroll, tax, and benefit expenses of \$37,795.48, as shown on the attached payroll & tax and benefits report, for a grand total of \$340,041.63.

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: January 09, 2024

Mayor Katy K Harris: _____

Councilmember Stephan Lagerholm: _____

Councilmember Steve Bush _____

Councilmember Charles H Porter: _____

Councilmember Michael Hyman: _____

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
12/31/2023	CDPT		0	WA Cares	10	WA CARES Long Term Ins. Pay P	999-1010110	129.15-
12/31/2023	CDPT	12/19/2023	0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA	999-1010110	171.92-
12/31/2023	PC	12/31/2023	6612	Tobin, Benjamin	9043		999-1010110	66.50
12/31/2023	PC	12/31/2023	6854	Tobin, Benjamin	9043		999-1010110	66.50-
12/31/2023	PC	12/31/2023	6854	Tobin, Benjamin	9043		999-1010110	66.50
12/31/2023	PC	12/31/2023	6944	Tobin, Benjamin	9043		999-1010110	66.50-
12/31/2023	CDPT	12/19/2023	122023	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security Pay	999-1010110	59.07-
12/31/2023	CDPT	12/19/2023	122024	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I	999-1010110	310.11-
12/31/2023	PC	12/20/2023	1220231	Lovas, Istvan	9002		999-1010110	5,330.78-
12/31/2023	PC	12/20/2023	1220232	Wilcox, Austen	9037		999-1010110	5,399.33-
12/31/2023	PC	12/20/2023	1220233	Ritter, Bonnie	9041		999-1010110	7,872.26-
12/31/2023	PC	12/20/2023	1220234	Harris, Kathryn K	9047		999-1010110	1,905.67-
12/31/2023	CDPT	12/13/2023	8232028	Association of Washington Cities	9	Health and Dental Insurance Visio	999-1010110	3,759.84-
12/31/2023	CDPT	12/13/2023	8232028	DEPT OF RETIREMENT SYSTEM	1	State Retirement PERS II Pay Per	999-1010110	4,157.99-
12/31/2023	CDPT	12/13/2023	8232028	Federal Tax	2	941 Taxes Federal Withholding Tax	999-1010110	8,556.32-
12/31/2023	CDPT	12/19/2023	8232028	Association of Washington Cities	9	Health and Dental Insurance	999-1010110	143.04-
Grand Totals:								<u>37,795.48-</u>
			<u>16</u>					

**TOWN OF YARROW POINT
COUNCIL REGULAR MEETING MINUTES
December 12, 2023
4:00 p.m.**

The Town Council of the Town of Yarrow Point, Washington met in regular session on Tuesday, December 12, 2023, at 4:00 p.m. in the Council Chambers of Town Hall.

PRESENT: Mayor Katy Harris; Councilmembers Stephan Lagerholm, Chuck Porter, Carl Scandella, Kathy Smith, and Andy Valaas.

STAFF PRESENT: Clerk-Treasurer Bonnie Ritter, Planner Aleksandr Romanenko, Town Attorney Emily Romanenko, Engineer Stacia Schroeder, and Deputy Clerk Austen Wilcox.

1. CALL TO ORDER:

Mayor Katy Kinney Harris called the meeting to order at 4:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

Motion by Lagerholm, seconded by Porter to approve the agenda. All voted in favor. Motion carried.

5. STAFF REPORTS:

A. Police Report

Commander Dawn Hanson reviewed the Police Report for November.

B. Fire-EMS Report

C. Town Engineer Reports

Engineer Stacia Schroeder presented the staff report on the 2024 94th Ave NE UGC project, stating that Change Order #2 will come to the Council in January for approval.

D. Town Planner Report

The planner reported on the progress of the Comprehensive Plan update, including outreach materials and the community survey analysis.

F. Commission Minutes

Planning Commission minutes of the November 21, 2023 meeting were included in the packet for informational purposes.

6. MAYOR'S REPORT

Harris comments on the Volunteer Recognition Event held on December 6th. She thanked outgoing Councilmembers Carl Scandella and Andy Valaas, Park Commissioners John McGlenn and Doug Waddell, and Wetherill Nature Preserve Board Members Bruce Jones and Marian Bergey, and thanked them for their years of service.

7. APPEARANCES/PUBLIC COMMENT

Will Cahill read a prepared statement from the buyer of 4015 95th Ave NE, Jennifer Wang. This statement was to share their hopes for the property. They are trying to create a balance between preserving trees, protecting eagles, and achieving their housing goals. They appreciate having a fair and reasonable opportunity to work with the Town to make those dreams come to life.

Will Cahill then spoke as the real estate broker representing the buyer of 4015 95th Ave NE. He believes the actions of the Town have not been consistent with the policy as written. He read some excerpts from some email exchanges between the Mayor and Jennifer Wang and handed out a hard copy of these emails to the Council for the record.

Terry Lien expressed concern that the Town can issue a permit for a resident to do something, and then another body can come in and say they can't do that. This was in reference to a rumor he heard that a tree permit was issued by the Town and then the Snoqualmie Indian Tribe intervened expressing concern over a certain tree. Mayor Harris asked him to make an appointment with her and she will be happy to talk to him about this.

8. CONSENT CALENDAR

Motion by Scandella, seconded by Smith to approve the consent calendar as presented. All voted in favor. Motion carried.

- A. December Payment Approval and Payroll Reports for a total of \$156,552.68
- B. November 14, 2023 regular Council meeting minutes
- C. First Addendum to the Public Defender Contract with Valley Defenders PLLC

9. REGULAR BUSINESS

9.1 – Arborist Contract

Motion by Porter, seconded by Valaas to authorize the Mayor to enter into an agreement for consultant services between the Town of Yarrow Point and Tree Frog LLC to serve as the Town's Arborist. All voted in favor. Motion carried.

9.2 – Department of Commerce Middle Housing Grant

Motion by Lagerholm, seconded by Smith to authorize the Mayor to sign the Middle Housing Grant Contract with the Department of Commerce. All voted in favor. Motion carried.

9.3 – Amend the Term Beginning Date for the Park Commission

Motion by Smith, seconded by Valaas to adopt the following ordinance. All voted in favor. Motion carried.

ORDINANCE NO. 743: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING SECTION 2.32.030 OF THE YARROW POINT MUNICIPAL CODE TO AMEND THE TERM BEGINNING DATE FOR THE PARK COMMISSION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

There was a request to review the Park and Planning Commissions' terms and number of members at a future Council meeting.

9.4 – Park Commission Appointments

Motion by Smith, seconded by Scandella to confirm the Mayor’s appointments of Amy Pellegrini, Nancy Daltas, and Krista Fleming to the Park Commission. All voted in favor. Motion carried.

9.5 – Mayor Cost of Living Adjustment

Motion by Valaas, seconded by Porter to amend the ordinance as presented, omitting references to “cost of living” in three paragraphs. All voted in favor. Motion carried.

Motion by Lagerholm, seconded by Scandella to adopt the following ordinance as amended above. All voted in favor. Motion carried.

ORDINANCE NO. 741: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON RATIFYING THE AMOUNT OF THE HONORARY PAYMENT MADE TO THE YARROW POINT MAYOR FOR SERVICES RENDERED IN HER CAPACITY AS OFFICIAL REPRESENTATIVE OF THE TOWN; INCREASING THE AMOUNT OF THE HONORARIUM PAYMENT FROM \$38,520 PER YEAR TO \$40,448 PER YEAR AS STATED IN THE ADOPTED 2024 BUDGET; AND SETTING THE EFFECTIVE DATE

Motion by Lagerholm, seconded by Valaas that prior to the budget cycle, the Mayor propose an honorarium amount for the forthcoming year for Council approval and inclusion in the annual budget. All voted in favor. Motion carried.

9.6 – 2023 Budget Amendment

Motion by Lagerholm, seconded by Smith to adopt the following ordinance. All voted in favor. Motion carried.

ORDINANCE NO. 742: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING THE BUDGET FOR FISCAL YEAR 2023 TO ACCOUNT FOR UNFORESEEN EXPENDITURES; AND ESTABLISHING AN EFFECTIVE DATE.

9.7 – Appointment of Mayor Pro-Tem

Motion by Valaas, seconded by Lagerholm to appoint Councilmember Kathy Smith as Mayor Pro Tem for January 1, 2024 through June 30, 2024. All voted in favor. Motion carried.

10. Council Reports:

Valaas stated that after his 26 years and 2 months of service he has concerns for Funds 001 and 104 as they continue to be over budget, and he stated that the Mayor and Council need to work more collaboratively and work together in the future.

Scandella stated he is ending his 15 years on the Council. He had two things that he hoped to finish during his tenure: the completion of the pathway on 92nd Avenue and underground utilities. Now, thanks to serendipity, the work on 520 gave way to the completion of the pathway, and Water District #1’s gift of over \$2 million dollars should make finishing the undergrounding possible. He is very satisfied with the results of his service.

11 - Executive Session

At 5:37 p.m. Mayor Harris stated the Council will now go into executive session pursuant to RCW 42.30.110.(1)(i), The Council will go into executive session with our Town legal counsel. No action will be taken during the executive session, and they will return to regular session after 30 minutes.

Harris stated at 6:10 p.m. that the executive session would continue for an additional 10 minutes.

Mayor Harris closed the executive session at 6:20 p.m. and reconvened the regular Council meeting.

Motion by Valaas, seconded by Porter to authorize the Mayor to execute a settlement agreement with Mr. Wazeri on the terms and conditions discussed in the executive session.

12. ADJOURNMENT:

Motion by Lagerholm, seconded by Valaas to adjourn the meeting at 6:20 p.m. All voted in favor. Motion carried.

Katy Kinney Harris, Mayor

Attest: Bonnie Ritter, Clerk-Treasurer

DRAFT

Private Property Tree Code	Proposed Action: Discussion and Direction to Staff
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Presented by:	Planning Commission Chair & Town Planner
Exhibits:	<ul style="list-style-type: none"> • Tree Protections Proposal Matrix

Background:

As a result of recent development activities in the Town a number of community members have brought to the attention of staff and elected officials that our current tree code does not protect trees in a manner consistent with the goal of the tree code. A petition created by residents to revise the current tree code in a manner which would emphasize protection of trees in the Town. The Town council and planning commission held a meeting to discuss the tree code. Council voted to direct the planning commission and staff to update the private property tree code.

Summary:

At the October special joint meeting of the council and planning commission it was decided that the private property tree code should be reviewed and updated to better protect trees, and to address technical and administrative issues in the code.

In November, the Planning Commission discussed approaches for updating the code. Staff met and discussed the administrative and technical update elements. A schedule and draft administrative work plan outline was created . A tree protections matrix was drafted to help provide structure in determining which variables to adjust as part of the tree code update process.

At the December Planning Commission meeting a list of proposed changes to tree protections was discussed. Staff along with the Commission chair were directed to bring the proposed changes to council to get direction on whether the proposal is addressing the stated goal of better protecting trees in the town. The “Tree Protections Proposal Matrix” is attached for review and council feedback.

Action Items

- Commission Chair & Staff Presentation (15min)
- Discussion (50min)
- Vote (5min)

Options:

- Take no action
- Continue Discussion at a later meeting
- Direct Planning Commission and Staff

Recommended Motion:

- I move to continue discussion of this topic to our next meeting without any additional action.
- I move to direct the planning commission and staff to update the Tree Protections Proposal Matrix as discussed and produce draft code.

Tree Protections Proposal Matrix

Last Updated 1-4-2024

Tree Protection Categories	Notes	Current Level - Baseline	Initial Proposed Change (December PC Meeting)
Tree Characteristics			
Trunk Diameter	Keep this metric as a primary tool for identifying trees for protection. Update classifications	Significant Trees 18" DBH	Significant and Heritage (See below)
Classifications			
Significant	Proposing a change to the definition of significant trees, and the creation of a "heritage tree" classification.	18" or Larger DBH	12" - 23.9" DBH
Heritage		Not Defined	24" or Larger DBH
Location Specific Protections			
Setback Area	Proposing to add protections to trees within the setbacks.	No current policy or code	Significant Trees: 50% retention. Mitigation described below Heritage Trees: 100% retention (limited exceptions). Mitigation described below
Buildable Area	Proposing to add protections to trees in the buildable area	No current policy or code	Significant Trees: Mitigation described below Heritage Trees: Mitigation described below
New Construction, Major Remodels, and Driveways			
Alternative Design	Create requirements for alternative designs	No current policy or code	Projects that propose to remove significant or heritage trees must show that they have considered alternative designs for the building footprint, site layout, appurtenances, and driveway to preserve existing tree stock.
Minimum Tree Density	New or Major projects will trigger the current tree density requirement. Density definition updated to include significant and heritage	No current policy or code. Current mitigation is triggered only when significant trees are removed.	New construction or major remodel projects will trigger the need to plant mitigation trees to reach the 1 per 5000 sf density requirement.
Mitigation			
New Planting Specifications	Minimum Mitigation Tree Size remains. Updates to: bond amounts, and duration.	<u>Size requirements:</u> Caliper: 3" Height: 10' <u>Warranty Period:</u> 3 years <u>Bond Amount:</u> \$2000 for first mitigation tree and \$600 for each additional mitigation tree.	<u>Size requirements:</u> Caliper: 3" Height: 10' <u>Warranty Period:</u> 15 years <u>Bond Amount:</u> \$5000 bond per tree.
For Significant Trees	Update to mitigation requirements for significant trees	Planting of mitigation trees is required only if significant tree is removed and significant tree density is below 1 per 5000 SF of lot area.	<u>Setback area:</u> 50% must be retained <u>Buildable area:</u> Mitigation trees planted up to the tree density is required for any removed significant trees.
For Heritage Trees	Create requirements for heritage trees	No current policy or code	<u>Setback area:</u> 100% must be retained. Removal can be approved if alternative designs of driveways are not feasible. <u>Buildable area:</u> Alternative designs must be proposed which consider the retention of heritage trees. If not feasible to retain a heritage tree, mitigation will be required. Each removed Heritage tree must be replaced with a mitigation tree no matter the current site tree density. Priority is to plant mitigation trees in the setbacks.
Hazardous Tree Removal	Clarify Requirements and Update to include heritage Trees	<u>Determination:</u> Requires Private Arborist report <u>Removal:</u> Can be removed prior to permit issuance (Must notify town within 7 days and apply for a permit) <u>Notification:</u> Public Notice must be posted as with all tree permits (Issuance after 2 week notice) <u>Mitigation:</u> Plant new trees to meet density requirement (1 per 5000 SF of lot area)	<u>Determination:</u> Requires Town Arborist Report <u>Fallen Tree:</u> Simple photo documentation to show it fell and was not cut down <u>Removal:</u> Can be removed prior to permit issuance (Must notify town within 7 days and apply for a permit) <u>Notification:</u> Issuance is not impacted by noticing. Notice to adjacent property owners that tree removal is for hazardous tree. <u>Mitigation:</u> For significant trees plant new trees to meet density requirement (1 per 5000 SF of lot area). For Heritage trees plant 1 mitigation tree for each removed tree no matter the current tree density.

Business of The Town Council
Town of Yarrow Point, WA

11.2
 January 9, 2024

94th Ave NE Utility UGC Project – Gray & Osborne Design Agreement Addendum No. 2	Proposed Council Action: Authorize Mayor to Amend Contract
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Presented by:	Town Engineer – Stacia Schroeder
Exhibits:	<ul style="list-style-type: none"> • 240104_TYP_94th G&O Civil Design Agreement Amendment No. 2

Summary:

Town staff asked Gray & Osborne to put together Design Addendum No. 2 to:

- 1.) determine the feasibility of diverting 3800-4000 NE 36th Street stormwater flows to 95th Ave NE;
- 2.) work with staff to prepare an eagle take permit; and
- 3.) provide additional utility coordination.

Gray & Osborne estimated this task would cost an additional \$12,160.00.

Recommended Action:

Authorize the Mayor to sign Amendment No. 2 to the existing Gray & Osborne, Inc. 94th Ave NE UGC Civil Design Agreement.

**AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
G&O JOB NO. 23445**

THIS AMENDMENT, by and between the Town of Yarrow Point, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) January 17, 2023, for additional services related to the Town Wide Stormwater and UGC.

See attached Exhibits A and B for scope and fee. For a not-to-exceed cost of \$12,160.

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

GRAY & OSBORNE, INC.

TOWN OF YARROW POINT

By: 
(Signature)

By: _____
(Signature)

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

Name: _____
(Print)

Date: 1/4/24

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

TOWN OF YARROW POINT TOWN WIDE STORMWATER AND UGC PROJECT DESIGN AMENDMENT 2

Gray & Osborne, Inc. is contracted to complete the design for the stormwater and undergrounding conversion (UGC) project along 94th Avenue NE: NE 38th Place to 92nd Avenue NE; NE 38th Street: 92nd Avenue NE to 94th Avenue NE; and NE 40th Street: 92nd Avenue NE to 95th Avenue NE.

During the course of the original design, the following additional items of work were required for completion of the design and/or requested by the Town:

- A. Per the original scope of work, the existing pipes that convey stormwater from the intersection of 94th Avenue SE and SE 40th Street west to 92nd Avenue NE were identified to be replaced. A design was prepared to lower these pipes (to accommodate City of Bellevue's water main project) and bid as part of Bellevue's Water Main Replacement Project. The costs for this work were beyond the Town's budget. As such, additional efforts to analyze and design improvements to convey stormwater from the intersection to 95th Avenue NE were completed.
- B. Per the original scope of work, Task 3-Utility Coordination included the evaluation of up to 30 separate locations where new underground facilities would be located. Through the course of design, evaluation of eight additional locations was required.
- C. Through the permitting process for the original project design, it was discovered that a bald eagle's nest was located directly adjacent to the project limits. As such, the Town requested that Gray & Osborne prepare and submit for approval of an Eagle Nest Impact Permit, from the Washington Department of Fish & Wildlife.

Exhibit B identifies the hours utilized for the extra design and permitting efforts.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

TOWN OF YARROW POINT TOWN WIDE STORMWATER AND UGC PROJECT - DESIGN AMENDMENT 2

Tasks	Principal Hours	Project Manager/ Engineer Hours	Civil Eng. Hours
1 Additional Stormwater Design	1	6	24
2 Additional Utility Coordination	1	6	30
3 Eagle Nest Impact Permit		2	4
Hour Estimate:	2	14	58
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$125 to \$235	\$115 to \$155
Estimated Fully Burdened Billing Rate:*	\$200	\$190	\$155
Fully Burdened Labor Cost:	\$400	\$2,660	\$8,990

Total Fully Burdened Labor Cost:	\$ 12,050
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 110
TOTAL ESTIMATED COST:	\$ 12,160

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

Business of The Town Council Town of Yarrow Point, WA

11.3

January 9, 2024

Town Attorney Contract	Proposed Council Action: Approve OMW Contract for Legal Services
------------------------	--

Presented by:	Mayor Harris
Exhibits:	Town Attorney Contract

Summary:

Scott Missall had been the Town Attorney since 2018. He transitioned Town Attorney duties to Emily Romanenko in 2023. Emily was promoted to a member (partner) of Ogden Murphy Wallace, PLLC effective January 1. Emily is respectfully requesting that the Town execute a new engagement letter with Emily to reflect these new changes.

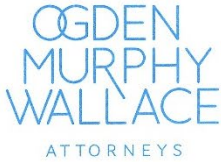
The proposed contract is for a three-year term (February 1, 2024-January 31, 2026).

The Town Attorney is an essential member of the Town's administrative team for purposes of managing legal affairs, risk management, and assisting the Town in making legally sound policy decisions. Emily has served the Town as Deputy Town Attorney since 2018, and has served, and is currently serving, in the lead Town/City Attorney role for Medina and Poulsbo, as well as continuing to serve as Assistant City Attorney for Normandy Park, Langley, Tukwila, and Sammamish.

Emily, and Ogden Murphy Wallace, strive to provide the Town with the highest quality of legal services and look forward to continuing to perform legal services for the Town in 2024 and beyond.

Recommended Action:

I move to authorize the Mayor to execute the contract for legal services with Ogden Murphy Wallace, PLLC.



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

T 206.447.7000
F 206.447.0215

OMWLAW.COM

Emily Romanenko
eromanenko@omwlaw.com

Via E-Mail: mayor@yarrowpointwa.gov

January 9, 2024

Town of Yarrow Point
Mayor Katy Kinney Harris
4030 95th Ave NE
Yarrow Point, WA

Re: Engagement Letter – Town Attorney Services

Dear Mayor Harris:

Thank you for engaging our firm to represent the Town of Yarrow Point as Town Attorney. We have served as Town Attorney since 2018 and are proud and pleased to continue performing these services for the Town. We hold the Town, its staff and its elected officials in the highest regard and appreciate the opportunity to continue our professional relationship. The purpose of this letter is to confirm that we represent you and to describe how our services will be provided. I will be your primary contact here at the firm, but you should always feel free to contact any of the other attorneys that may work on your matters.

Terms of Engagement

In our representation of clients, we think it is critical that our clients and the firm share the same understanding of the attorney-client relationship. To that end, enclosed is a copy of our Terms of Engagement. This engagement letter and the enclosed standard Terms of Engagement set forth our agreement with you. Please review them carefully and if you understand and agree to both documents, please sign this letter where indicated and return it to us by email, fax or U.S. Mail. Please let us know if you have any questions or comments regarding our relationship.

Legal Fees

The Town will be billed for our services on an hourly basis. Member attorneys will be billed at a rate of \$330.00 per hour. Associate attorneys will be billed at a rate of \$285.00 per hour. Paralegal services and law clerks will be billed at \$170.00 per hour. These rates will increase annually in January, in an amount equal to the highest increase in the Consumer Price Index for the Seattle-Tacoma-Bellevue area, from the preceding year. For specialty legal services (real estate transactions, project-specific land use work, development agreement negotiations, franchise negotiations, and litigation including appeals), our rates are as follows: member attorneys will be billed at \$415.00 per hour, associate attorneys will be billed at \$320.00 per hour, and paralegals will be billed at \$190.00 per hour.

Travel time for Town-related business will be billed at applicable hourly rates, with a \$75.00 discount applied.

Term

This agreement will commence on February 1, 2024 and remain in place for a period of three (3) years (the “Initial Term”). This agreement will automatically renew for successive one-year terms at the conclusion of the initial term (“Renewal Terms”). Consistent with the Standard Terms of Engagement attached hereto, you may terminate our representation at any time, with or without cause, by notifying us.

Advance Fee Deposit to Commence Representation

We are waiving our customary advance fee deposit on this matter.

Supervising Attorney and Assistance

I will be the lead attorney for this work and will be responsible for ensuring that the work is carried out in an efficient and economical manner. I may be assisted by other attorneys, legal assistants, or law clerks in our office. They are all bound to you by the same duties of loyalty and confidentiality that bind me.

Scope of Services

Based upon our discussion of your legal matters, and subject to approval by the Town Council, you agreed that we should undertake the services described in this letter and as are reasonably required, which represents the full scope of the services we have agreed to perform at this time:

1. Town Attorney Services. This includes, but is not limited to, the following general matters: attendance at Town Council and other Town meetings, advising on the range of public law and municipal legal matters, handling day-to-day needs of the Town, as well as administrative hearings and judicial litigation, etc. (excluding labor, employment and prosecution services).
2. Certain special services will be tracked independently for the purpose of specific project accounting. This includes separate matter numbers for each individual reimbursable project

as well as other special projects which the Town wishes to specifically track, such as litigation. The inclusion within a special services number does not change the rate for the work. These special services will either be billed under the general matter rate or, if applicable, under the reimbursable rate.

3. Other services as agreed.

Other Matters

The provisions of this letter and the attached Terms of Engagement shall apply to any other work or matter for which you engage us, including on behalf of any corporation or partnership in which you have an interest, except as otherwise agreed and/or to the extent contingent fees or flat fees are otherwise agreed.

We appreciate your expression of confidence in Ogden Murphy Wallace, P.L.L.C. and would like to assure you that we will do our best to provide you with high quality legal services. If you have any questions or concerns during the course of our relationship, we encourage you to raise them with me or our Managing Member, Jessica Jensen. If you are in agreement with the provisions of this engagement letter and the attached Terms and Conditions, please arrange for signature of this letter where indicated below by the appropriate signatory and return it to me at your earliest convenience. We look forward to working with you.

Very truly yours,

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

Emily Romanenko
Enclosure

On behalf of the Town of Yarrow Point, I HEREBY ACCEPT AND AGREE to the Terms and Conditions as stated herein this _____ day of _____, 2024.

TOWN OF YARROW POINT

By: _____
Mayor, Katy Kinney Harris

OGDEN MURPHY WALLACE, P.L.L.C.
TERMS OF ENGAGEMENT

General Rates

The usual basis for determining our fees is the time expended by attorneys, paralegals, and legal assistants of the firm. Our current rate schedule is always available upon request. Whenever it is appropriate, we will use associate attorneys, law clerks or legal assistants in our office to keep your costs as low as possible.

Other Factors in Rates

Although time expended and costs incurred are usually the sole basis for determining our fees, by mutual agreement billings to you for legal services may, in some instances, be based on a more comprehensive evaluation of the reasonable value of the firm's services. The firm is committed to charging reasonable fees for its services. In certain situations, factors other than the amount of time required will have a significant bearing on the reasonable value of the services performed. Such factors include: the novelty and complexity of the questions involved; the skill required to provide proper legal representation; familiarity with the specific areas of law involved; the preclusion of other engagements caused by your work; the magnitude of the matter; the results achieved; customary fees for similar legal services; time limitations imposed by you or by circumstances; and the extent to which office forms and procedures have produced a high quality product efficiently.

In circumstances where our fees will be based on or include factors other than our normal hourly charges and costs, we will notify you promptly and prior to proceeding. Any basic document fee which we may charge in your business matters has been and will be set in light of these various factors.

Billing Fees and Costs

We will bill you on a regular basis, normally each month, for all the time spent on your project(s) and for other costs incurred relating to our work or on your behalf. The activities for which our time will be billed will include: conference time, whether in person, on the telephone or through remote platforms such as Zoom, Teams or Skype; document preparation and revision; negotiations; correspondence; staff or attorney supervision; factual and legal research and analysis; travel on your behalf; and other matters directly pertinent to and related to your business and/or litigation matters handled by our firm. Typical of the costs for which you will be billed are: filing fees; delivery fees; computer assisted legal research; copying; charges of outside experts and consultants; and travel.

Payment; Interest

You agree to make payment within thirty (30) days of receipt of our monthly statement. Outstanding balances that are not paid when due will accrue interest at the rate of one percent compounded monthly from the date of invoice until paid.

Advance Fee Deposit

New clients are usually requested to provide an advance fee deposit to the firm. The advance fee deposit is placed in a trust account as described below, and fees and expenses for legal services are then charged against the account. Paying an advance fee deposit does not relieve the client's obligation to pay monthly invoices. If an invoice remains unpaid, the firm reserves the right to apply the advance fee deposit to the unpaid balance and require an additional advance fee deposit before commencing further work. At the conclusion of our legal representation or at such time as the deposit is unnecessary, the remaining balance or an appropriate part of it will be returned to you.

Trust Deposits

All trust deposits from you will be held in a client trust account. By court rule in Washington, funds deposited to a trust account are subject to IOLTA (Interest on Lawyers Trust Account) participation in a pooled trust account. The exception is when the deposit is large enough to earn interest in excess of bank and administrative costs, and you request that it be held in a separate account, in which case the interest earned will be added to the deposit for your benefit and will be taxable income to you. IOLTA funds are used to support law-related charitable and educational activities.

Termination

You may terminate our representation at any time, with or without cause, by notifying us. Upon such action, all fees and expenses incurred before the termination are due to the firm. If such termination occurs, your original papers will be returned to you promptly upon receipt of payment for outstanding fees and costs. If you wish to have a copy of your file at the conclusion of our representation, we will provide it to you at the current copy rate per page then in effect at this firm.

Estimates

You may, from time to time, ask us for estimates of our fees and expenses either in whole or in part. We are hesitant to give estimates because of their potential inaccuracy. However, if you require it, and if we do provide you with such estimates, they will be based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. We cannot guarantee that the actual fees and expenses will be at or below the estimates because of factors outside the control of the firm.

Dispute Resolution

If you disagree with the amount of our fee, please take up the question with your principal attorney contact or with the firm's Managing Member. Typically, such disagreements are resolved to the satisfaction of both sides with little inconvenience or formality. Any disputes relating to these Terms of Engagement or the accompanying engagement letter (collectively this "agreement") or the amount of legal fees related thereto, will be submitted to arbitration through the American Arbitration Association (the "AAA") in Seattle, Washington, according to its then-effective rules, and Ogden Murphy Wallace, P.L.L.C. and you agree to be bound by the results of such arbitration. Arbitration expenses shall be borne equally by the parties. In the event of non-payment such that we have to

pursue collection of your account, you agree to pay the costs of collecting the debt, including court costs and fees, and a reasonable attorney's fee.

Withdrawal

We reserve the right to withdraw from representing you if, for any reason, our fees are not timely paid in accordance with this agreement, or for any other appropriate cause.

Disclaimer

You acknowledge that we have made no guarantees regarding the disposition, outcome, or results of your legal or business matters, and all expressions we have made relevant thereto are only our opinions as lawyers based upon the information available to us at the time. Our beginning work on your behalf will constitute your acceptance of this agreement unless we receive a written objection from you within fourteen (14) days of the date of the accompanying engagement letter.

Conclusion

Thank you for retaining our firm. We look forward to working with you.

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

11.4
January 9, 2024

Town Engineer Contract Approval	Proposed Council Action: Approve Town Engineer’s Contract
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Presented by:	Mayor Harris
Exhibits:	Agreement for Town Engineer consultant services between Town of Yarrow Point and Northwest Civil Solutions LLC

Summary:

Northwest Civil Solutions, Stacia Schroeder, has served as the Yarrow Point town engineer for the past 15 years. In that time, there have been two raise requests: Jan. 1, 2013 for ~4.2% and June 1, 2022 for 8%. The proposed contract, which mirrors that of the town planner, would increase the hourly rate for the town engineer service from \$135.00/ hour to \$160.20 and allow for annual inflation related adjustments each January.

NOTE: The current \$135 hourly engineering consultant wage for an engineer with 20+ years of experience in the region is roughly 10% below market value for a simple project engineer (typically less than 8 years of experience) and 30% below market value for a senior project manager (typically over 15 years of experience). These percentages are based on the current rate sheets from Gray and Osborne (~\$155/hr for project engineer and ~\$190/hr for a project manager), PACE Engineers, and CPH Consultants.

Recommended Action:

Approve the new contract agreement for Town Engineer consultant services between Town of Yarrow Point and Northwest Civil Solutions LLC.

**AGREEMENT FOR
TOWN ENGINEER CONSULTANT SERVICES
BETWEEN
TOWN OF YARROW POINT AND NORTHWEST CIVIL SOLUTIONS LLC**

Effective Date: February 1, 2024

1. Parties

1.1 This Agreement for Consultant Services (**Agreement**) is entered into by and between the Town of Yarrow Point, a Washington municipal corporation (**Town**), and Northwest Civil Solutions LLC (**Consultant**). The Town and Consultant are each a Party to this Agreement and may be collectively referred to as the Parties.

2. Recitals

2.1 Town desires to contract with Consultant to provide the services described in **Exhibit A**. Consultant desires to perform the services described in **Exhibit A** and as required by Town in accordance with the terms of this Agreement.

2.2 Consultant represents that it is qualified and available to perform the services for the Town.

THEREFORE, IN CONSIDERATION of the mutual benefits of such performance and in consideration of the terms and conditions specified below, the Parties agree as follows:

3. Scope of Services

3.1 Consultant shall furnish all personnel, labor, materials, and supplies necessary to perform the Scope of Services specified and incorporated as **Exhibit A (Services)**. Consultant shall exercise the degree of care skill and diligence normally employed by professional consultants engaged in the same profession and performing the same or similar Services at the time such Services are performed. All Services shall meet the approval of the Town Mayor and Town Council.

3.2 Town shall review performance, reports and other submittals or work identified in **Exhibit A** and may require such modifications as it deems appropriate to bring the Services into compliance with this Agreement.

4. Term

4.1 This Agreement shall commence on the Effective Date set forth above (Effective Date; see also Section 14.14) and shall remain in effect for a term of five (5) years unless earlier terminated pursuant to this Agreement. Either Party may propose an extension of this Agreement in writing.

5. Post-termination Obligations

5.1 Upon any expiration or termination of this Agreement, except as otherwise provided in this Agreement:

5.1.1 Consultant shall provide to Town all the Work Product as defined in Section 8 in a file format acceptable to Town that is capable of transitioning the Work Product onto the Town's or a new vendor's system.

5.1.2 Consultant shall provide all reasonable and necessary support to the Town and its consultants to facilitate said transition at Consultant's standard hourly Services rate, and shall be recorded as an itemized invoice when presented to Town for payment.

5.2 This Section 5 shall survive expiration or termination of this Agreement.

6. Compensation

6.1 Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule attached and incorporated as **Exhibit B**. Expenses not identified in **Exhibit B** will not be reimbursed by the Town.

6.2 Consultant shall periodically invoice Town for Services rendered using the compensation amounts set forth in **Exhibit B**, provided that invoices shall be issued not less than monthly. Town shall review such invoices and may approve all or any portion thereof based on the Town's review of Consultant's performance. Town shall pay Council-approved invoices monthly in accordance with its usual procedures.

7. Independent Contractor

7.1 Consultant is an independent contractor and agency with respect to the Services provided under this Agreement. Nothing in this Agreement shall create the relationship of employer and employee between the Parties. Neither the Consultant nor any principal, employee, subcontractor or agent of the Consultant shall be entitled to any benefits accorded Town employees by virtue of the Services provided under this Agreement. The Town shall not be responsible for (i) withholding or otherwise deducting federal income tax or social security, (ii) contributing to the state industrial insurance program, or (iii) otherwise assuming the duties of an employer with respect to the Consultant, its principals, employees, subcontractors or agents.

8. Ownership and Use of Documents

8.1 All documents, drawings, specifications, designs, computer programs, software, reports and other work product (collectively **Work Product**) developed or produced by the Consultant for Town in connection with the Services shall be owned by Town. Consultant shall provide such Work Product to the Town in a format compatible with Town's computer equipment and programs or as otherwise requested by Town. Consultant shall retain the copyright (including the right of reuse, provided there shall be no reference to or identification of Town of Yarrow Point) to all materials and documents prepared by Consultant for the Work, whether or not the Work is completed. Consultant grants to Town a perpetual, non-exclusive, irrevocable, unlimited, royalty-free license to use, reuse, copy and distribute every document, drawing and all materials prepared by Consultant for Town under this Agreement. If requested by Town, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software programs or packages including source code or codes, object codes, upgrades, revisions, modifications, and any related

materials and/or any other related documents or materials developed for and paid for by Town to perform the Work, shall be promptly delivered to Town. Re-use of any Work Product by Town for other than the Services provided and/or project falling within the scope of this Agreement without Consultant's written approval shall be at Town's sole risk but such reuse shall not create any right of action by Consultant against Town.

8.2 This Section 8 shall survive expiration or termination of this Agreement.

9. Record Keeping and Reporting; Audit

9.1 Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed under this Agreement, and including other such records as may be deemed necessary by Town to ensure the performance and tracking of this Agreement.

9.2 Such records shall be maintained for a period of seven (7) years after termination or expiration of this Agreement unless prior written permission to destroy such records is granted by Town and the Office of the Archivist in accordance with RCW Chapter 40.14, as now or hereafter amended.

9.3 To the extent it is determined that records held by Consultant identified in this Section 9 are subject to the Washington Public Records Act (RCW 42.56, as now or hereafter amended), Consultant shall, upon request of Town, promptly deliver such records to Town, which may be used for the purpose of responding to any public records request.

9.4 Consultant shall make its records described above available to Town for audit as Town finds reasonably necessary, but not more than once per year. Any audit by Town shall be completed within thirty (30) days and shall not unreasonably interfere with Consultant's work.

9.5 This Section 9 shall survive expiration or termination of this Agreement.

10. Insurance

10.1 Prior to commencing the Services, Consultant shall provide written verification to Town of the coverages outlined below in conformance with this Section 10. Such coverages shall be maintained by Consultant for the duration of this Agreement. At Town's discretion, the verification(s) described above may be attached to this Agreement as **Exhibit C**.

10.2 Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage limit of such insurance, nor shall it otherwise limit Town's recourse to any remedy available at law or in equity.

10.3 Minimum Scope of Insurance. Consultant shall obtain the following types of insurance:

10.3.1 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or substitute form providing equivalent liability coverage. Town shall be listed and named as an additional insured under Consultant's Automobile Liability insurance policy.

10.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, and personal injury and advertising injury. Town shall be

named and listed as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the Services performed for Town using an additional insured endorsement at least as broad as ISO CG 20 26. Town shall be named and listed as an additional insured under the Consultant's Commercial General Liability insurance policy.

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

10.3.4 Professional Liability insurance to the extent appropriate and generally available to the Consultant's profession.

10.4 Minimum Amounts of Insurance. Consultant shall maintain the following minimum insurance limits:

10.4.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

10.4.2 Commercial General Liability insurance shall with a minimum limit of \$1,000,000 each occurrence and \$2,000,000 general aggregate.

10.4.3 Professional Liability insurance with minimum limit of \$2,000,000 per claim.

10.5 Other Insurance. Consultant's Automobile Liability and Commercial General Liability insurance policies shall be primary, non-contributory insurance as respects the Town, and the policies shall state or be endorsed to state such status. Any insurance, self-insurance, or insurance pool coverage maintained by Town shall be excess to Consultant's insurance coverages and shall not contribute thereto.

10.6 Acceptability of Insurers. Insurance shall be placed with insurers having a current A.M. Best rating of not less than A:VII.

10.7 Verification of Coverage. Consultant shall furnish Town with original certificates of insurance and a copy of amendatory endorsements evidencing the insurance requirements set forth herein prior to commencement of Services.

10.8 Notice of Cancellation. Consultant shall provide notice of or deliver to Town every written notice of any proposed or actual material change in or cancellation of any required policy or limits set forth above within two (2) business days of the earlier of Consultant's knowledge thereof or Consultant's receipt of such notice from the insurer, and shall provide a copy of every such insurer's notice when issued. Consultant shall keep the Town advised of the ongoing status of the foregoing, and the proposed and actual replacement or reinstatement status of the required coverages and limits.

10.9 Failure to Maintain Insurance. Failure of Consultant to maintain all or any portion of the insurance coverages and limits required above shall constitute a material breach of this Agreement, upon which the Town may, after giving Consultant five (5) business days' notice to correct the breach, (i) immediately terminate this Agreement, or (ii) at Town's sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with all sums so expended to be repaid to Town in full within five (5) days of Town's demand, or at the sole discretion of Town to be offset against funds due to Consultant from Town.

10.10 If Consultant maintains higher insurance limits than the minimums described above, Town shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Consultant, irrespective of whether such limits maintained by Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to Town evidences limits of liability lower than those maintained by the Consultant.

10.11 This Section 10 shall survive expiration or termination of this Agreement.

11. Indemnification

11.1 Consultant shall fully indemnify, defend and hold harmless Town, its officers, officials, employees, and agents (collectively **Indemnified Parties**) from and against all allegations, claims, damages, losses, injuries, costs and expenses, including attorneys or other professional fees (collectively **Claims**) asserted against any Indemnified Parties arising out of or related to Consultant's performance of the Services or any other action or obligation under this Agreement, except for and only to the extent of injuries and damages caused by the sole negligence of the Indemnified Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or recovery which would otherwise exist as to a Party or person described in this Section.

11.2. Where a Claim is caused by or results from the concurrent negligence of the Indemnified Parties and Consultant, then Consultant's duty to indemnify and defend the Indemnified Parties shall apply only to the extent of the negligence of Consultant or its employees, subcontractor's agents or other parties for whom Consultant is responsible.

11.3 Title 51 Status. Consultant's obligations under this Section 11 include but are not limited to all claims against any Indemnified Parties by an employee or former employee of Consultant or any of its subcontractors or agents. For this purpose, Consultant expressly waives, as respects Town and Indemnified Parties only, all immunity and limitation on liability under any Industrial Insurance Act, including Title 51 RCW or other worker's compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable.

BY SIGNING THIS AGREEMENT, TOWN AND CONSULTANT CERTIFY THE WAIVER OF IMMUNITY SPECIFIED BY THIS PROVISION WAS MUTUALLY NEGOTIATED.

11.4 Consultant's obligations under this Section 11 shall survive expiration or termination of the Agreement. In the event of litigation between the Parties to enforce the rights under this Section 11, reasonable attorney fees and costs shall be awarded to the prevailing party.

11.5 This Section 11 shall survive expiration or termination of this Agreement.

12. Termination of Agreement

12.1 Town and Consultant may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to the other Party. Town shall pay Consultant only for the Services then completed and accepted by Town.

13. Notices

13.1 Any notices required or permitted to be given under this Agreement shall be in

writing and directed to the Party at the address below. Notice shall be considered issued and effective upon receipt thereof by the addressee Party, whether by personal delivery, US Mail, email, or other electronic transmittal.

Town: Clerk/Treasurer Town of Yarrow Point 4030 95th Ave. NE Yarrow Point, WA 98004 P: 425.454.6994 F: 425.454.7899 Email: clerk-treasurer@yarrowpointwa.gov	Consultant: Northwest Civil Solutions LLC 14251 131 st Ave NE Kirkland, WA 98034 P: 206.276.8922 Email: nwcivilsolutions@gmail.com
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14. **General Provisions**

14.1 **Modification.** No waiver, alteration or modification of any provision of this Agreement shall be binding unless in writing and signed by a duly authorized representative of Town and Consultant.

14.2 **Taxes.** Consultant shall be solely responsible for the payment of any and all applicable taxes related to the Services provided under this Agreement; if such taxes are required to be passed through to Town by law, the same shall be duly itemized on timely billings submitted to Town by Consultant.

14.3 **Entire, Integrated Agreement.** This negotiated Agreement and its exhibits are an integrated agreement and represent the entire agreement between the Parties. This Agreement supersedes all prior negotiations, representations, and agreements whether written or oral, and may be amended only by written agreement of the Parties.

14.4 **Assignment.** Consultant shall not assign or subcontract any portion of the Services to be provided under this Agreement without the express prior written consent of Town.

14.5 **Conflict of Interest.** The Consultant shall not, for the duration of this Agreement, contract with, and/or work for, any resident or business within the Town.

14.6 **Non-Waiver.** A waiver of any breach by either Party shall not constitute a waiver of any subsequent breach.

14.7 **Third Party Beneficiaries.** This Agreement is solely for the convenience of the Parties and there are no third party beneficiaries to this Agreement.

14.8 **Choice of Law; Dispute Resolution.** All questions concerning the validity, interpretation, performance and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in the Superior Courts of King County, Washington, to which the Parties consent to jurisdiction. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the Parties shall meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute. If resolution is unsuccessful the Parties shall engage in and complete voluntary mediation within sixty (60) days, using a professional mediation service (e.g., Judicial Dispute Resolution (JDR) or any comparable

service) in the Seattle/King County area. If mediation is not successful, the Parties may engage in litigation.

14.9 Compliance with Laws. Consultant shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

14.10 Attorney's Fees. In any action arising out of or relating to this Agreement, the prevailing party shall be awarded its reasonable costs, including attorney fees.

14.11 Attachments. **Exhibit A** and **Exhibit B** are attached and incorporated into this Agreement. **Exhibit C** may be attached in accordance with Section 8 above.

14.12 Authorized Signatures. By their signatures below, each Party represents that they are fully authorized to sign for and on behalf of the named Party above and have had the opportunity to consult with legal counsel of their choice.

14.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement. The counterparts of this Agreement may be executed and delivered by email, facsimile or other electronic means by one Party to the other Party, and each Party may rely on the receipt of such document so executed and delivered as if the original had been received.

14.14 Effective Date. This Agreement is effective February 1, 2024, if executed by the Parties.

WHEREFORE, the Parties agree to be bound by the terms and conditions set forth above.

TOWN OF YARROW POINT

NORTHWEST CIVIL SOLUTIONS LLC

Katy Harris, Mayor

Stacia Schroeder, Owner

Date

Date

ATTEST:

Bonnie Ritter, Town Clerk

APPROVED AS TO FORM:

Emily F. Romanenko, Town Attorney

ATTACHMENTS:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Compensation Schedule
- EXHIBIT C: Insurance Verification

Exhibit A

NORTHWEST CIVIL SOLUTIONS LLC SCOPE OF SERVICES

Northwest Civil Solutions LLC (NCS) through its owner Stacia Schroeder, PE shall provide all Town of Yarrow Point engineering functions, including the following and as may be otherwise assigned by Town:

Capital improvement project planning and project management; review and implementation of Town's right-of-way use code, tree code, site development code, and engineering design standards; and permit processing. In addition, NCS's scope of services under this Agreement shall specifically include the following as assigned or required by the Town from time to time:

1. Work with the Town Mayor and other Town officials to craft policy and work towards resolution of Town-wide issues.
2. Attend monthly Town Council, Planning Commission, and Park Board meetings as requested.
3. Approximately sixty hours per month of professional services are anticipated.
4. Stay up to date on rules and regulations that pertain to engineering in Yarrow Point. Coordinate with neighboring jurisdictions, appropriate King County departments, Washington State Department of Ecology, Washington State Department of Natural Resources, and Washington State Department of Fish & Wildlife as necessary.
5. Provide advice regarding federal, state and local regulations and Town regulations and processes, via phone, e-mail, videoconferencing, or in person to Town staff and officials, and to realtors, architects, and Town property owners and residents.
6. Review applications, coordinate comments with Town staff and applicants, attend meetings, and advise applicants throughout the processes of public right-of-way use, site development, engineering, and other code compliance matters.
7. Review construction and site development plans for compliance with Town Site Development Code, right-of-way use regulations, Public Property Tree Code, Private Property Tree Code, and other applicable regulations.
8. Communicate and coordinate with Town staff and consultants including the Mayor, Building Official, Town Attorney, Town Planner, Town Arborist, Town Clerk and Town Deputy Clerk.
9. Coordinate with town staff and contractors to organize and manage capital improvement projects including the scope of work, applicable bid documents, and community impacts.
10. Coordinate with town staff on the Town's purchasing and bidding policy, auditor reviews, and budget discussions.
11. Prepare public notices. Review and respond to public comments from residents and citizens, and other interested parties including federal, state, tribal and local agencies.
12. Prepare Staff Reports for Planning Commission and Council related to subdivision applications.
13. Work with Town staff and officials to update YPMC and administrative documents, as necessary or required under Washington Revised Code and State Administrative Code.

Exhibit B

NCS RATES AND FEE SCHEDULE

Northwest Civil Solutions LLC rates are the same. No other staff or advisors will be utilized without Town’s prior written approval. The following rate table will cover the scope of services requested by Town. NCS will provide additional fee and billing details as requested by Town, and for other services upon Town’s request. Northwest Civil Solutions Rates shall increase annually on January 1 by the lesser of four percent (4%) or CPI for the Seattle area.

NCS LLC 2024 Rates Table	
Service	Hourly Rates
General Engineering Services	\$160.20
GIS, Mapping, and Site Plans	
Plan Review and Documentation	
Meeting Coordination, Presentations, and Presenting	
REIMBURSABLE Expenses	Rates
Color Plotting (24" x 36")	\$15 per Page
Plotting Black and White (24" x 36")	\$2 Per Page
Color (11 • x 17")	\$2 Per Page
PDF File Conversion	\$100/h minimum 1/2 hour
Mileage to/from Meetings or Sites	Per US IRS standard mileage rate specific to the year incurred

EXHIBIT C

INSURANCE VERIFICATION

(See attached)

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

11.5
January 9, 2024

Fee Resolution No. 372 Updates	Proposed Council Action: Approve Resolution No. 372
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Presented by:	Deputy Clerk Austen Wilcox
Exhibits:	Ordinance No. 744 Ordinance No. 745 Fee Resolution No. 372

Summary:

The following updates to the Fee Resolution are proposed:

1. Town Staff Hourly Rate Increase:

The new Town Engineer contract will be discussed this evening. The Hourly rate increases from \$135.00 to \$160.20. Per the terms of the Town Planner contract, their rate increased by 4% as of January 1. These changes are reflected in the Fee Schedule.

2. Preliminary Feasibility Conference Fee:

Town consultants often receive questions from citizens and development agencies requesting feedback for potential future development projects. In most cases, the purpose of a preliminary feasibility conference is to determine if the applicant’s plans fit within the guidelines of Yarrow Point Municipal Code prior to holding a formal pre-application meeting. The cost of staff time not associated with a permit is not recoverable today and can be significant.

The purpose of this preliminary feasibility conference fee is to ensure that Town staff time spent providing this level of customer service is recoverable. As Town staff spend approximately an hour per conference, a base line fee of \$500.00 would ensure the Town is recovering its costs for this service. Anything beyond that hour will be billed at the consultant hourly rate.

3. Re-Roof Fee:

The purpose of amending the re-roof fee is for simplification and cost recovery. The current requirement calls for a building permit, and the associated costs are unreasonable for a re-roof project. The proposed fee is \$400.00 and is intended to recover the costs associated with state law required inspections for re-roof projects.

4. Implementation of a Tree Permit Fee:

Currently, the Town’s tree code does not include a tree permit fee. When the Planning Commission first developed the tree code, they chose not to include a permit fee to simplify the entire process, thinking a fee might dissuade some residents from obtaining tree permits. Town Staff have found that tree permit applications require hours of staff time to review and administer. Thus, the purpose of the fee is to ensure the Town’s costs are recovered related to time spent reviewing and administering tree permits.

Level 1 – Tree removal permit \$500.00. This will include up to two hours of staff time. Anything beyond that will be billed in ¼ hour increments at the consultant hourly rate.

Level 2 - For a single hazard tree removal requiring no mitigation: \$250.00.

Recommended Action:

Adopt Ordinance 744: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING YARROW POINT MUNICIPAL CODE CHAPTER 14.04 TO ADOPT A NEW SECTION FOR PRELIMINARY FEASIBILITY CONFERENCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Adopt Ordinance 745: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING YARROW POINT MUNICIPAL CODE TITLE 15 TO ADOPT A NEW CHAPTER FOR RE-ROOFING PERMITS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Approve Resolution 372: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YARROW POINT FOR THE PURPOSE OF AMENDING THE TOWN'S FEE SCHEDULE TO PROVIDE FOR UPDATED FEES AND CHARGES RELATED TO PROCESSING AND APPROVING APPLICATIONS, LICENSES, PERMITS, AND OTHER CHARGES FOR SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

**TOWN OF YARROW POINT
ORDINANCE NO. 744**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON,
AMENDING YARROW POINT MUNICIPAL CODE CHAPTER 14.04 TO
ADOPT A NEW SECTION FOR PRELIMINARY FEASIBILITY
CONFERENCES; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Chapter 14.04 of the Yarrow Point Municipal Code (“YPMC”) establishes rules and regulations related to the project permit process; and

WHEREAS, Town Staff are approached on a regular basis by members of the public to request feasibility assessments regarding development potential of certain private property within the Town; and

WHEREAS, Town Staff recommend continuing to provide this customer service to members of the public but also recommend authorizing the Town to charge the requestor for such information; and

WHEREAS, Town Staff recommend adopting a new section into YPMC Chapter 14.04 that sets forth a preliminary feasibility conference fee; and

WHEREAS, the Town Council finds that adopting the code amendment as set forth herein benefits the public health, safety, and welfare of the Town.

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

SECTION 1. Findings. The foregoing recitals are hereby adopted as findings of fact in support of the adoption of this Ordinance.

SECTION 2. Amendment of YPMC Chapter 14.04. Yarrow Point Municipal Code Chapter 14.04 is hereby amended by the addition of a new section 14.04.014 – Preliminary Feasibility Conference as set forth below:

14.04.014 – Preliminary Feasibility Conference.

Upon written request, and payment of a Preliminary Feasibility Conference fee established by the Town Council, Town staff may provide a preliminary feasibility conference for members of the public. The purpose of this conference is to provide general information only regarding applicability of Town code on a given parcel. The conference does not include a title review or review of private property restrictions such as but not limited to HOA covenants and restrictions. Members of the public and property owners are solely

responsible for verifying all information provided as well as ascertaining the conditions and circumstances applicable to the property.

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

SECTION 4. Corrections. The Town Clerk-Treasurer and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the Town. This Ordinance shall take full force and effect five (5) days after the date of publication.

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YARROW POINT ON THE 9th DAY OF JANUARY, 2024 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 9th DAY OF JANUARY, 2024.

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.: 744

**TOWN OF YARROW POINT
ORDINANCE NO. 745**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON,
AMENDING YARROW POINT MUNICIPAL CODE TITLE 15 TO ADOPT A
NEW CHAPTER FOR RE-ROOFING PERMITS; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Title 15 of the Yarrow Point Municipal Code (“YPMC”) establishes rules and regulations related the building and construction process; and

WHEREAS, the Town desires to adopt a simplified and streamline process for reviewing and administering re-roofing permits; and

WHEREAS, Town Staff recommend adopting a new chapter into YPMC Title 15 that sets forth a process and fee for re-roofing permits; and

WHEREAS, the Town Council finds that adopting the code amendment as set forth herein benefits the public health, safety, and welfare of the Town.

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

SECTION 1. Findings. The foregoing recitals are hereby adopted as findings of fact in support of the adoption of this Ordinance.

SECTION 2. Amendment of YPMC Title 15. Yarrow Point Municipal Code Title 15 is hereby amended by the addition of a new chapter 15.06 – Re-roofing permits as set forth below:

15.06.010 – Reroof Permit Required.

A reroof permit is required for all structural reroofing installations prior to commencement of work.

15.06.020 – Reroof Permit Application.

Any property owner intending to reroof their building and impact the structural component of the roof shall submit a reroofing permit application on a form provided by the Town. The application shall include but is not limited to:

1. The name, address, and contact information of the property owner and/or agent.
2. A site plan of the building and property.

3. The current permit fee, as established by the Town Council.

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

SECTION 4. Corrections. The Town Clerk-Treasurer and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 5. Effective Date. A summary of this Ordinance consisting of its title shall be published in the official newspaper of the Town. This Ordinance shall take full force and effect five (5) days after the date of publication.

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YARROW POINT ON THE 9th DAY OF JANUARY, 2024 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE 9th DAY OF JANUARY, 2024.

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.: 745

**TOWN OF YARROW POINT
RESOLUTION NO. 372**

**A RESOLUTION OF THE COUNCIL OF THE TOWN OF YARROW POINT
AMENDING THE FEE SCHEDULE**

WHEREAS, all administrative fees are set by resolution of the Yarrow Point Town Council;
and

WHEREAS, the Town Council adopted Resolution No. 366 on May 9, 2023, which amended the schedule of fees, charges, and penalties for various applications, services, and permits submitted to the Town; and

WHEREAS, the Town Council has determined that such fees, charges, and penalties should reflect the Town’s current costs for providing services; and

WHEREAS, Town Staff annually reviews the fees, charges, and penalties in order to determine whether the same are adequate to cover the Town’s costs of providing the services for which the fee, charge, or penalty is; and

WHEREAS, the Town Council now desires to adopt the revised Fee Schedule as set forth in Exhibit A.

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

Section 1. New Fee Schedule Adopted. The Fee Schedule attached to this resolution as Exhibit A and incorporated herein by this reference as if set forth in full, is hereby adopted as the official fee schedule for the Town of Yarrow Point; provided that any fee, charge, or penalty set forth on the attached schedule for which a specific amount has been set by a section of the Yarrow Point Municipal Code, is shown merely for convenience, and is not adopted or altered by this resolution and shall remain governed by the appropriate section of the YPMC.

Section 2. Effective Date. This Resolution shall become effective seven days after Council approval.

Adopted by the Yarrow Point Town council this 9th day of January, 2024.

APPROVE:

Katy Kinney Harris, Mayor

ATTEST: Bonnie Ritter, Clerk-Treasurer

EXHIBIT A

TOWN OF YARROW POINT FEE SCHEDULE

Base permit fees are set forth below and are based on an average amount of time it takes to review the permit; depending on the type of permit, the review time ranges anywhere from 1-5 hours. Base permit fees shall be paid at time of application submittal. Additional fees beyond the base permit fees may be assessed to recover all charges, costs, expenses, and reimbursements incurred by the Town related to the review of any permits and such additional fees shall be paid prior to permit issuance. Town consultant hourly fees are as follows:

- Building Official hourly rate: \$125.00
- Engineer hourly rate: ~~\$135.00~~
\$160.20
- Planner hourly rate: ~~\$161.20~~
\$167.65

Part I. Street Fees

- A. Right-of-Way Use Permit: \$537.50.
- B. Right-of-Way Performance Deposit: A cash deposit to be established by the Town Engineer must be paid prior to issuance of a Right-of-Way Use Permit. The deposit guarantees restoration of the street, right-of-way, or other Town property. It shall be retained for one year following completion of the work. No cash deposit is required for work performed by utility companies due to their public nature.
- C. Encroachment Permit: \$1,875.00. Fee must be paid at the time of application submittal. The applicant will be charged at the consultant rate per hour for additional review or inspection.
- D. Construction Vehicle Fee: As set forth in YPMC 12.32.010, the fee is equal to one percent (1%) of the value of the proposed project.

Part II. Building, Zoning and Subdivision Fees

- A. Preliminary Feasibility Conference: \$500.00.
- B. Pre-Application Conference:
 - a. Level 1 - Review requiring 3 reviewers: \$1,250.00
 - b. Level 2 - Review requiring 2 reviewers: \$500.00
 - c. Level 3 - Review requiring 1 reviewer: \$250.00
- C. Demolition Permit: Complete structure demolition: \$937.50. Partial structure demolition: \$312.50. Financial guarantee as determined by the Building Official may be required prior to permit issuance.
- D. Building Plan Review Fee: The fee is specified in the attached "Appendix A" schedule and is due at the time of application submittal. The fee is based on the

estimated project value provided by the applicant. Estimated project valuations include the total value of work for which the permit will be issued including materials and labor.

- E. Building Permit: As specified in the attached “Appendix A” schedule, the fee is due prior to permit issuance and is based on the project value as calculated by the Building Official using the following chart:

Living Space	\$300 per sq. ft.
Garage	\$150 per sq. ft.
Storage & Unconditioned	\$150 per sq. ft.
Covered Porch	\$120 per sq. ft.
Covered Patio	\$75 per sq. ft.
Uncovered Patio	\$20 per sq. ft.
Covered Deck	\$175 per sq. ft.
Uncovered Deck	\$75 per sq. ft.
Retaining Wall	\$40 per sq. ft.

An applicant may pay the permit fee at the time of application by providing an estimated permit valuation. Estimated permit valuations include the total value of work for which the permit is issued including materials and labor. Detailed estimates may be required. Final valuation shall be set by the Building Official.

Any changes to project value that occur after the permit is issued must be reported. Additional fees resulting from a change in project value or additional inspections costs must be paid prior to issuance of a certificate of occupancy.

- F. Re-Roof Permit: ~~No permit is required if replacing existing roof materials with like in-kind materials. A building permit is required if structural changes such as but not limited to replacing roof material with tile or adding plywood. \$400.00.~~

A reroof permit is required for all structural reroofing installations.

- G. State Building Code Council Fee: A \$6.50 fee for each building permit, which is passed on by the Town to the State Building Code Council.
- H. State Building Extensions or Renewal: Building Permits expire 18 months after the date of issuance. The fee to renew an expired Building Permit or extend an active Building Permit past the expiration date will be a percentage of the original permit fee paid at the time of permit issuance. The percentage will be calculated by the Building Official based on the estimated percentage of inspections remaining. Fees for actual inspection costs must be paid prior to issuance of a certificate of occupancy.
- I. Street Deposit: If in the opinion of the Building Official a construction activity likely will result in damage or disrepair to the Town’s streets, roads, storm or surface water systems, the Building Official may require the applicant to pay a \$3,750.00 deposit prior to permit issuance pursuant to YMPC Section 12.30.050(C).
- J. Refund of Street Deposit: The balance of any deposit received pursuant to Section 12.30.050(E) shall be refunded by the Town to the depositing person or entity within 45 days after the final inspection of the project to which the deposit was made.

- K. Temporary Certificate of Occupancy: \$395.00. On request and after payment of the fee, the Town may issues a temporary certificate of occupancy if determined appropriate by the Building Official.
- L. Mechanical Permit: The base fees are per unit where applicable, are cumulative for each permit and apply to installation or relocation. Inspections conducted by Town consultants on any single item in excess of two trips will be charged at the consultant's hourly rate. The base fees are:

Permit Administration and Issuance	\$50.00
Technology Fee	\$5.00
Minimum Permit Fee	\$87.50
Heat Pump or Air Conditioning Unit	\$87.50
Exhaust Fan or Appliance Vent	\$12.50 per unit
Gravity Type of HVAC System	\$87.50
Single Unit or System with Input in Excess of 150,000 BTU	Based on valuation
Recirculating Hot Water Heating System Including Hydronic Systems and Boilers	\$87.50
Solar Heating Panels	Based on valuation
Geothermal System	Based on valuation
Hot Water Tank	\$87.50
Any Item Not Listed	\$87.50

- M. Plumbing Permit: The base fees are per unit where applicable, are cumulative for each permit, and apply to installation or relocation. Inspections on any single item in excess of two trips will be charged at the consultant's hourly rate. The base fees are as follows:

Permit Administration and Issuance	\$50.00
Technology Fee	\$5.00
Water Closet (Toilet/urinal)	\$30.00
Bathtub/Shower	\$30.00
Kitchen Sink	\$30.00
Dishwasher	\$30.00
Laundry Washer/Tray	\$30.00
Floor Drain/Floor Sink/Indirect Drain	\$30.00
Roof Drain	\$30.00
Drinking Fountain	\$30.00
Sump/Ejector	\$30.00
Grease Trap or Interceptor	\$30.00
Hose Bib	\$30.00
Water Service Supply Line	\$30.00
Gas Outlet/Gas Piping	\$30.00
Other Fixtures Not Listed	\$30.00

- N. Hearing Examiner Fee: A \$1,500.00 deposit will be paid. The Town will refund any

of the fees paid in excess of the actual Hearing Examiner's costs.

- O. Variance Fee: \$2,500.00 plus applicable fee for Hearing Examiner.
- P. Boundary Line Adjustment Fee: \$1,250.00
- Q. Subdivision and Short Plat Fees:
 - a. Preliminary Approval: \$1,250.00.
 - b. Final Approval: A \$465.00 fee for each new lot and additional costs not previously collected must be paid prior to the recording of the Subdivision or Short Plat. The Town will refund any fees paid in excess of actual processing costs.
- R. Shoreline Substantial Development Permit:
 - a. Shoreline Substantial Development Permit: \$1,550.00.
 - b. Shoreline Substantial Development Exemption: \$465.00.
- S. SEPA Checklist Review Fee: \$1,250.00. Pursuant to YPMC 19.04.270, if an Environmental Impact Statement is required, and the Town prepares the EIS, the Town may charge a reasonable fee from any applicant to cover costs incurred by the Town in preparing the EIS and require the applicant to post a bond or other surety to ensure payment of such costs.
- T. Site Development Permit
 - a. Level 1 – Other: \$500.00
 - b. Level 2 – Single Family Residence with detention system: \$1,875.00
- U. Special Use Permit: \$3,125.00
- V. Small Wireless Facility Permit: For small wireless facility permits, the applicant shall pay the actual costs incurred by the Town in reviewing such permit application.
- W. Telecommunications Franchise Agreement Fee:
 - a. Application Fee: Actual cost of Town staff and consultant, including attorney's fee, time.
 - b. Deposit: \$5,000.00
- X. Telecommunications Franchise Renewal Fee:
 - a. Application Fee: Actual cost of Town staff and consultant, including attorney's fee, time.
 - b. Deposit: \$2,500.00

Y. Tree Removal Permit for Significant Trees:

a. Level 1 – For single hazard tree requiring no mitigation: \$250.00.

b. Level 2: \$500.00.

Part III. Administrative Fees

- A. Credit Card Fee: \$5.00. Applicable when credit or debit cards are used to pay any fees or make any donations.
- B. Construction Contact Sign: \$30.00. Required for all building and site development permits.
- C. Copies: \$.15 per page of Town public records. \$.25 per page for personal documents brought to Town Hall to be copied.
- D. Flash Drives: \$5.00 per flash drive.
- E. Postage: Actual cost of mailing.
- F. Oversized Copies: All costs related to copying.
- G. NSF Checks Fee: \$30.00 or current bank charge.
- H. Document Recording: As determined by the King County Recorder's Office
- I. Town History Book: \$12.00.

Fees Related to Public Records Requests:

- 1. Inspection of Records: No Fee. Inspection of public records on the Town's website or by appointment at Town Hall.
- 2. Outsourced Copies of Scans of Records: Actual Cost. Outside vendors can be used for unusual formats, large quantities, or when a requester asks for delivery of copies faster than the Town can process.
- 3. Electronic Records: Email: \$.10 per gigabyte (\$.00 <1 GB); and \$.05 per every 4 records (\$.00 if <4 records).
- 4. Digital Storage Devices: Actual Cost. For example, records are copied to optical storage devices, such as a CD or DVD, or a flash drive)
- 5. Scans: \$.10 per page (single or double-sided). This is a per-page charge for converting a records from a paper copy to an electronic format.
- 6. Mailing Physical Records or Storage Device: Actual cost of postage and container/envelope.
- 7. Customized Service: Actual cost. Data compilations prepared as a customized service. Cost is in addition to copy fees above.

8. Clerk Certification: \$1.00 per document.

Copy charges above may be combined to the extent more than one type of charge applies. Fees apply to copies released in response to a particular request.

For large requests, the Town may take one or more of the following actions; require a deposit of 10 percent of the estimated copying costs before making copies, provide copies in installments, or require payment before providing further installments.

DRAFT