



## Town Council Regular Meeting

Tuesday, April 9, 2024 - 4:00 PM

Town Hall/Virtual

4030 95<sup>th</sup> Ave NE, Yarrow Point, WA. 98004

**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. Individuals wishing to 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](mailto:depclerk@yarrowpointwa.gov) and leave a message before 3:30 PM on the day of the Council meeting. Please 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 you are called on to speak. Speakers will be allotted 3 minutes for comments. Please state your name and whether you are a Yarrow Point resident (and address if you wish). You will be asked to conclude your remarks when you reach the 3-minute limit. Councilmembers will not respond directly at the meeting or have a back-and-forth exchange during the Public Comment period, but they may ask staff to research and report back on an issue.

### **Join on computer, mobile app, or phone**

1-253-215-8782

Meeting ID: 817 0209 3968#

<https://us02web.zoom.us/j/81702093968>

1. **CALL TO ORDER:** Mayor Katy Kinney Harris
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL:** Councilmembers Steve Bush, Michael Hyman, Stephan Lagerholm, Chuck Porter, Kathy Smith
4. **APPROVAL OF/AMENDMENTS TO AGENDA**
5. **POLICE REPORT**
6. **PRESENTATIONS**
  - 6.1 – King County Councilmember Claudia Balducci (30 minutes)
  - 6.2 – Bruce Jones on Wetherill Nature Preserve (15 minutes)
7. **APPEARANCES/PUBLIC COMMENT**

If you call in via telephone, please unmute yourself by dialing \*6 when you are called on to speak. Comments via email may be submitted to [depclerk@yarrowpointwa.gov](mailto:depclerk@yarrowpointwa.gov) or regular mail to: Town of Yarrow Point, 4030 95<sup>th</sup> Ave NE, Yarrow Point, WA 98004. *Councilmembers will not respond directly at the meeting or have a back-and-forth exchange, but they may ask staff to research and report back on an issue.*
8. **STAFF REPORTS (15 minutes)**

**9. CONSENT CALENDAR (5 minutes)**

Consent agenda items are considered to be routine; the consent calendar will be considered for adoption in its entirety by a single motion. There is no separate discussion of these items unless a Councilmember or Town staff requests the removal of an item from the consent agenda ahead of the meeting.

1. Payment Approval and Payroll Reports
2. March 12, 2024 Regular Council meeting minutes
3. Ordinance No. 748 – Amending Town Nuisance Control Code to adopt additional definitions and provide clear enforcement of nuisance vegetation.

**10. REGULAR BUSINESS (75 minutes)**

10.1 – Special Events Ordinance – Ordinance No. 749: Adding a “special events” chapter to Town Code. (5 minutes)

10.2 – 2023 Annual Report – For Council approval before submission to the State Auditor (5 minutes)

10.3 – Comprehensive Plan (30 minutes)

Planner will reiterate the Comp Plan purpose and the Planning Commission’s work to date. Council provided feedback last week that will be incorporated over the next month for the final draft deadline in June.

10.4 – Middle Housing (30 minutes)

Planner will present the gap analysis and request direction from Council for Planning Commission to address what is missing and direct Planner regarding public engagement.

10.5 – Climate Planning (5 minutes)

Climate grant just arrived; Recommendation is for Council to direct Staff to amend contract to reflect amended deadlines.

**11. MAYOR’S REPORT (5 minutes)**

**12. COUNCIL ROUNDTABLE AND REQUESTS FOR FUTURE AGENDA ITEMS (10 minutes)**

**13. EXECUTIVE SESSION (30 minutes)**

Executive session – To discuss with legal counsel matters relating to town enforcement actions, or to discuss with legal counsel litigation or potential litigation to which the town, 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 town, pursuant to RCW 42.30.110(1)(i).

**14. ADJOURNMENT**

**Next regular Town Council Meeting: May 14, 2024 at 4:00 pm**

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STAFF REPORTS
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1. Police Report
2. Fire-EMS Report
3. Town Engineer Report:
  - 94<sup>th</sup> Ave NE UGC
  - 2024 TYP Stormwater Manual and Standards Update
4. Clerk-Treasurer Report – 1<sup>st</sup> Quarter 2024 Financial Report
5. Commission Minutes:
  - March 19, 2024 Regular Planning Commission Meeting
  - March 26, 2024 Regular Park Board Meeting



# MEMO

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To: Yarrow Point Council

From: Chief Kyle Kolling

Date: April 9th, 2024

Re: March 2024 Summary

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Greetings,

March's training included:

- Regular monthly training through PoliceOne Academy continued with officers completing various classes online.
- Officer Fernandez attended BAC/SFST Training (DUI re-certification)
- Commander Hanson and Chief Kolling attended NW Leadership Seminar (command level training)
- Officer Fernandez attended Radar/Lidar training

On the social media front, we gained 22 new followers for a total of 402, 9 Facebook posts were created in March. We now have 526 followers on our Instagram account.

Officer Alex Donchez was officially signed off and has completed his FTO training! He is on his own patrolling the community and responding to calls. Alex brings us up to a full staffing level of 9.

We have a new patrol vehicle, which you might have seen around town-It's a Ford F150 pickup truck that was assigned to Officer Fernandez. This allows us to carry a variety of things for training and while on patrol.

We have been interviewing for the new Public Records/Police backup position and hope to have someone selected for the next step in April. They will be handling all of the Public Records requests for the City and Police Dept as well as some additional tasks between the 2 departments. Their position will include Body Worm Cameras in the future as well.

Dear Residents of Clyde Hill and Yarrow Point,

We are thrilled to introduce an innovative initiative aimed at fortifying safety and security within our community: the implementation of an Unmanned Aerial System (UAS) program by the Clyde Hill Police Department.

By partnering with multiple other agencies that have already implemented successful drone programs, the Clyde Hill Police Department is poised to further enhance our capabilities in safeguarding our community. These agencies have demonstrated the effectiveness of drone technology in various law enforcement operations, from search and rescue missions to surveillance of criminal activities.

By joining this network of agencies, we gain access to valuable resources, expertise, and shared best practices, allowing us to maximize the impact of our own UAS program. Together, we are committed to leveraging the latest advancements in technology to ensure the safety and security of all residents in Clyde Hill/ Yarrow Point and surrounding area:

Here is how the UAS program will benefit Clyde Hill/ Yarrow Point and surrounding areas:

- 1. Officer Safety:** Our UAS program will provide invaluable support to our officers, particularly in situations where their safety may be at risk. By offering an aerial perspective, we can effectively monitor and assess potentially hazardous scenarios, ensuring that our officers have the information they need to make informed decisions and stay out of harm's way.
- 2. Enhanced Community Safety:** The implementation of drones will enable us to respond more swiftly and effectively to emergencies, accidents, and other incidents within our community. With their ability to cover large areas quickly and access hard-to-reach locations, drones will play a crucial role in improving our response times and mitigating potential risks to public safety.

- 3. Tactical Support:** Our UAS program will provide tactical support during operations to track and locate missing juveniles and adults, as well as apprehend fugitives and fleeing suspects. This additional aerial perspective will enhance our ability to swiftly and safely resolve potentially dangerous situations while ensuring the safety of our officers and community members.

We firmly believe that the implementation of this UAS program will significantly enhance the effectiveness of law enforcement operations, prioritize officer safety, and promote community safety. Your safety and security are our top priorities, and we are committed to leveraging every available resource to fulfill our duty to serve and protect.

We understand that some members of our community may have questions or concerns about the introduction of drones into our policing efforts. Rest assured, we are committed to transparency and accountability in our use of this technology. We will continue to engage with residents, provide updates on the program's progress, and ensure that privacy rights are respected at all times.

Together, we can build a safer and more secure future for Clyde Hill/ Yarrow Point and beyond. Thank you for your ongoing support and cooperation as we work to strengthen our community.

Sincerely,

Kyle Kolling  
Chief of Police

Cameron Hanson  
Police Officer, UAS Program Manager  
[cameron@clydehill.org](mailto:cameron@clydehill.org)



## Town of Yarrow Point ACTIVITY REPORT

March February 2024 2023  
2024 2024 YTD YTD

CRIMES AGAINST PERSONS				
Assault	0	0	0	0
Domestic Violence/Disturbance	0	0	0	0
Harassment	0	0	0	0
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	0	0
PROPERTY CRIMES				
Burglary	0	0	0	1
Fraud	0	0	1	1
MV Prowl	0	0	0	0
MV Theft	0	0	0	0
Theft	0	0	0	3
Other ( <i>Arson, illegal dumping, malicious mischief, prowler, trespass</i> )	0	0	3	5
ARRESTS				
Drug/alcohol	0	0	0	0
Warrants	0	0	0	0
Other	0	0	0	0
TRAFFIC ACTIVITY				
Criminal Traffic	0	0	0	0
Infractions	5	4	4	9
Warnings	13	11	18	9
Traffic accidents	0	1	2	2
Traffic stops	18	15	26	17
Parking	0	0	1	0
OTHER				
Alarms	5	6	16	3
Complaints				
~Animal	0	0	0	0
~Fireworks	0	0	0	0
~Noise	3	0	3	0
~Soliciting	0	0	0	0
Deaths	0	0	0	0
Suspicious	2	0	7	4
Drug/alcohol	0	0	0	0
PUBLIC SERVICES				
Other Public Services ( <i>area check, assist, community policing, contacts, direct enforcement/patrol, 911 hang-ups, fire assist, follow up, on-view, order service, walk through, welfare check</i> )	60	84	206	23



City of Yarrow Point  
March 2024

No significant cases for March





**Issued Ticket Report Summary**  
**Yarrow Point**  
**March 01, 2024-March 31, 2024**

<u>Violation Location Address</u>	<u>Date And Time</u>	<u>Violation Description</u>	<u>Issuing Officer</u>
<b><i>Citations-Non-Traffic: 0</i></b>			
<b><i>Citations-Criminal: 0</i></b>			
<b><i>Infractions-Traffic: 4</i></b>			
4600 BLK 95TH AVE NE	03/06/2024 11:44:00	MV EXPIRED TABS	6177 - Humphreys
4600 BLK 95TH AVE NE	03/06/2024 11:44:00	LOADS, FAIL TO LIGHT OR FLAG EXTENDED LOAD	6177 - Humphreys
4600 BLK 95TH AVE NE	03/06/2024 11:44:00	REGISTRATION CERTIFICATE - REQUIREMENTS, PENALTY, EXCEPTION	6177 - Humphreys
9000 BLK POINTS DR NE	03/20/2024 16:09:00	MV FAILURE TO RENEW REGISTRATION	9337 - Swai
<b><i>Infractions-Speeding: 1</i></b>			
9000 BLK POINTS DR NE	03/20/2024 16:09:00	SPEED 17 MPH OVER LIMIT (40 OR UNDER)	9337 - Swai
<b><i>Infractions-Parking: 0</i></b>			

Filter statement

Filters

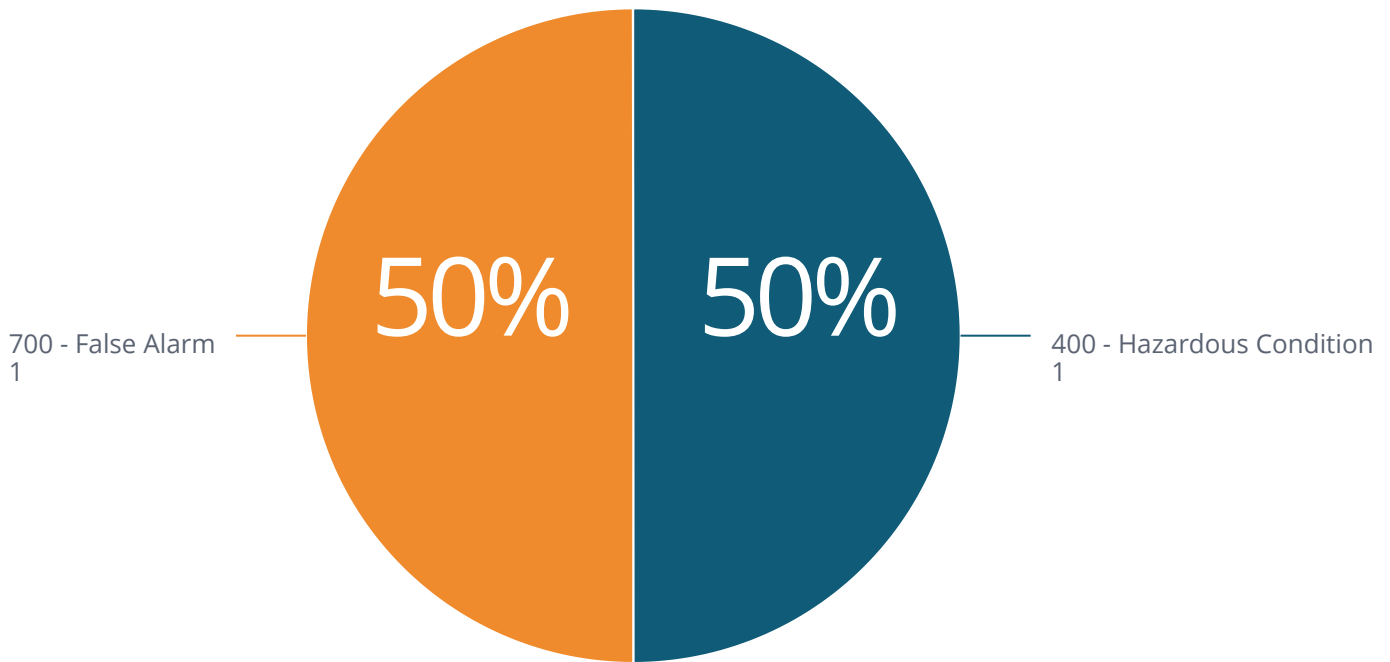
**Alarm Date Range** Last Month | **Is Locked** true | **Is Active** true | **Location City** YARROW POINT, Yarrow Point

# Fire and EMS Summary

Count of Total Incidents

2

Percentage of Incident Type (with count)



Filter statement

Filters  
**Alarm Date Range** Last Month | **Is Locked** true | **Is Active** true | **Location City** YARROW POINT, Yarrow Point

Count of Incidents by Type

Incident Type Group	Incident Type	Type Code	Count
400 - Hazardous Condition	Carbon monoxide incident	424	1
700 - False Alarm	Alarm system activation, no fire - unintentional	745	1
<b>Count</b>			<b>2</b>



# PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
4/9/24	2024 94 <sup>th</sup> Ave NE UGC	Stacia Schroeder

## STATUS SUMMARY

The 2024 94th Ave NE underground conversion 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) residents have been narrowed to eighteen (18) as Comcast is installing 2 cable only services prior to the start of our project. Of those 18 residents:
  - 11 – converted completely or installed the empty conduits in 2023
  - 4 – deferred to the Spring of 2024 (3800 92nd, 3805 94<sup>th</sup>, 3847 94<sup>th</sup>, and 3856 94<sup>th</sup>)
  - 1 – new owner has temporary overhead service and will underground as part of the new SFR (9415 NE 40th)
  - 1 – owner is aware and will self-install; tree removal permit was granted ~Jan. 26<sup>th</sup> (9330 NE 40<sup>th</sup> St)
  - 1 – negative response; may choose to install temp power pole and build garage (4000 94<sup>th</sup>)
- The COB water utility has completed construction. They are still working on a final punchlist and site restoration the week of April 3<sup>rd</sup>.
- PSE’s draft Schedule 74 Underground Conversion Project Construction Agreement, Project Plan, and Facility Conversion/ Modification Billing Detail were approved by the town council on March 12, 2024. The town’s construction costs to install PSE conduits and vaults will be shared 60 PSE / 40 Town at the end of the project (Winter 2024).
- The updated PSE IntoLight contract was approved by the Town Council on March 12, 2024. Mayor Harris confirmed with PSE- Lyndsey that the street lights are dimmable, but the order is already in for 3000K. The 2700K is a possibility for the next UGC.
- Coordination efforts are on-going with other purveyors (ie. PSE gas, Comcast, Lumen, etc.). Gray & Osborne has incorporated Comcast and Lumen’s final design information into their final civil plan sheets. **NOTE: Comcast will remove their above ground battery backup cabinet on 4015 NE 40<sup>th</sup> in lieu of a much smaller aerial component located at the intersection of NE 40<sup>th</sup> and 95<sup>th</sup>.**
- Amendment No. 3 was approved and Gray & Osborne – G&O is working on the following tasks:
  - March 12 – June 1: G&O will perform material submittal reviews, prepare for and attend the pre-construction meeting, and assist town staff with procuring contract documents.
  - June 1<sup>st</sup> – Dec. 31<sup>st</sup>: G&O will provide inspection, surveying, and project management support to town staff.
  - Jan. 1<sup>st</sup> – Jan. 31<sup>st</sup>, 2025: G&O will provide project closeout services.
- 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	
<b>Final Design</b>		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	100	2023-2024	Gray & Osborne/ Town Engineer	
Bidding	100	Winter 2023/2024	Gray & Osborne/ Town Engineer	
Construction	0	Spring/Summer/ Fall 2024	Gray & Osborne/ Town Engineer	
Grind & Overlay	0	Summer 2025	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
May 2022 – Dec. 2023 Puget Sound Energy (Sch. 74 Design Agreement)	Included in PSE Line Below	\$0		Contract Signed 06/13/22 100% Plans Rec'd: 12/2023 Design Fee 60/40 split; included in PSE line item below
Jan. 2022 – Mar. 12, 2024 Town Engineer Project Management		\$ 54,053.35		
Jan. 2023 – Jan. 27, 2024 Civil Engineering Consultant Gray & Osborne, Inc.	\$110,000	\$144,960.00		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 – \$5,500 Change Order No. 2 – \$12,160
Spring-Winter 2024 Fury Site Works Construction Contractor	\$2,119,872	\$0		<b>TIP / CIP Budget</b> S-2: \$700,000 U-1: \$1.3 mil T-1: \$500,000
Spring-Winter 2024 Gray & Osborne Inspection, Surveying, Project Management Support	\$190,000	\$0		<b>G&amp;O Contract Amendment No. 3</b> – Construction Inspection, Surveying, Project Management Support \$158,500; Budget is ~10% higher based on past project experience; Sallys Alley East is separate.
Mar. 13 – Mar. 31, 2024 Town Engineer Project Management	\$97,500	\$720.90		<b>Town Expenses</b> – Estimated \$2,500 for permits Project Management (43 weeks 14hrs/week*\$160/hr) This expense correlates to costs incurred on past projects. Sallys Alley East is separate.
Winter 2024 PSE Schedule 74 (Power)	\$200,000	\$0		<b>NOTE:</b> PSE issues one final bill after the project is complete (Winter 2025). Anticipated cost is \$100,000 after 60/40 construction credit, but budget is higher to buffer against any potential increases.
		13		

Spring-Winter 2024 PSE Schedule 51 (Lights)	\$74,893	\$0		
Spring-Winter 2024 10% Contingency	\$268,227	\$0		<b>NOTE:</b> All contingency expenditures must be approved by Town Council.
Total:	\$2,950,492	\$720.90		
Summer 2025 – King County Roads	\$500,000	\$0		
Jan. 2021 – Mar. 31, 2024 Project Total:	\$3,588,742	\$227,984.25		

## RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

## CONCLUSIONS/NEXT STEPS

Final Civil Plans, Specifications, Estimate, and Schedule – January 31, 2024

Public Bid: January 31 – February 21, 2024

Town Council March 12, 2024 Approvals:

- Lowest Responsible Bidder: Fury Site Works
- Inspection & Project Management Contract: Gray & Osborne
- PSE Power Underground Conversion Construction Agreement
- PSE IntoLight Contract: Revision #1

May 2024 – Pre-construction meeting: TYP, G&O, PSE, Fury, Lumen, Comcast, Etc.

June – Dec. 2024: Construction

Jan. 2025: Project Closeout

June 2025: Road Grind and Overlay



# PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
4/9/24	2024 TYP Stormwater Manual and Standards Update	Stacia Schroeder

## STATUS SUMMARY

The 2014 TYP Stormwater Drainage Guidelines are based in part on methodologies from the outdated 1992 King County Surface Water Design Manual. Since 1992, surrounding jurisdictions have adopted more recent versions of the King County Surface Water Design Manual or the Department of Ecology’s Stormwater Management Manual for Western Washington with a prepared addendum to address any specific deviations. Additionally, the 2010 TYP Standard Plans and Notes need to be updated.

Gray & Osborne has experience updating these review and planning tools and the final product will be one that:

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

Below is the current project schedule:

- Apr. 19 (Friday): G&O provides complete drafts of new TYP standard plans, relevant code changes required (redlined copy), and stormwater addendum
- April 22-26: Town staff (Engr/ Attorney/ Mayor/ PC Member Simms) first document review
- April 29- May 10: G&O to make first revisions
- May 13-17: Town staff to do final review
- May 17-31: G&O to deliver final versions of new TYP standard plans, relevant code changes required (redlined copy), and stormwater addendum
- June 3 - 7: Prep for inclusion in council packet; required ordinances for code adoption, etc.
- June 11 (Tuesday): Presentation to Council for either first reading or adoption; as recommended by Town Attorney and staff at a later date.

## BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
Jan. 2023 – Mar. 2024 Town Engineer – Project Management	\$2,000	\$733.95		
Jan. 2023 – Feb. 24, 2024 Gray & Osborne, Inc. Civil Consultant	\$19,000	\$12,501.63		
<b>Total</b>	<b>\$21,000</b>	<b>\$13,235.58</b>		



## STAFF REPORT

Date: April 9, 2024

From: Clerk-Treasurer Bonnie Ritter

Subject: First Quarter 2024 Financial Report

According to RCW 35.33.141, cities/towns are required to report quarterly financial information to their legislative bodies.

Following you will find the financial report/budget worksheet for the first quarter of 2024.

The interfund transfers that were approved in the 2024 budget have been accommodated for in the first quarter of the year. Transfers out are shown as expenditures and transfers in are shown as revenues. The transfers that are included in this report are:

Fund 001 - Transfers Out = \$ 665,000  
Fund 301 - Transfers Out = \$ 740,000  
Total Transfers Out = \$1,405,000

Fund 040 – Transfers In = \$ 120,000  
Fund 101 – Transfers In = \$ 545,000  
Fund 401 – Transfers In = \$ 740,000  
Total Transfers In = \$ 1,405,000

For example, in Fund 001, the quarterly report shows expenditures of \$994,870. Included in that figure is the \$665,000 that was transferred to other funds, leaving actual expenses at \$329,870 which is 15% of the budget. With the transfers expenditures are at 46% of budget.

I've included some notes on the following report to explain "unusual" expenses/revenues.

If you have questions, please contact me prior to the meeting so that I can get answers for you.

Thank you.



Account Number	Account Title	03/2024 Current year Actual	2024 Current year Budget	Remaining	Percentage	<u>NOTES</u>
<b>GENERAL FUND #001</b>						
	GENERAL FUND #001 Revenue Total:	295,652	1,361,870	1,066,218	22%	
	GENERAL FUND #001 Expenditure Total:	994,870	2,144,265	1,149,395	46%	Without interfund transfer, expenditures are at \$329,870 or 15% of budget.
	Net Total GENERAL FUND #001:	699,218-	782,395-	83,177-	89%	
<b>WETHERILL NAT PRES. FUND #023</b>						
	WETHERILL NAT PRES. FUND #023 Revenue Total:	14,641	78,300	63,659	19%	
	WETHERILL NAT PRES. FUND #023 Expenditure Total:	110	93,500	93,390	.00	
	Net Total WETHERILL NAT PRES. FUND #023:	14,531	15,200-	29,731-	-96%	
<b>PARKS AND OPEN SPACE FUND #040</b>						
	PARKS AND OPEN SPACE FUND #040 Revenue Total:	121,139	155,500	34,361	78%	Revenues include \$120,000 transferred from 001,
	PARKS AND OPEN SPACE FUND #040 Expenditure Total:	.00	197,200	197,200	.00	
	Net Total PARKS AND OPEN SPACE FUND #040:	121,139	41,700-	162,839-	-291%	
<b>STREET FUND #101</b>						
	STREET FUND #101 Revenue Total:	584,403	665,400	80,997	88%	Revenue includes \$545,000 transferred from 001.
	STREET FUND #101 Expenditure Total:	86,610	760,087	673,477	11%	
	Net Total STREET FUND #101:	497,793	94,687-	592,480-	-526%	
<b>COMMUNITY DEVELOPMNT FUND #104</b>						
	COMMUNITY DEVELOPMNT FUND #104 Revenue Total:	159,011	244,475	85,464	65%	
	COMMUNITY DEVELOPMNT FUND #104 Expenditure Total:	86,182	421,969	335,787	20%	

Account Number	Account Title	03/2024 Current year Actual	2024 Current year Budget	Remaining	Percentage
	Net Total COMMUNITY DEVELOPMNT FUND #104:	72,829	177,494-	250,323-	-41%
<b>CAPITAL IMPROVEMNT I FUND #301</b>					
	CAPITAL IMPROVEMNT I FUND #301 Revenue Total:	111,139	210,000	98,861	53%
	CAPITAL IMPROVEMNT I FUND #301 Expenditure Total:	740,000	740,000	.00	100%
	Net Total CAPITAL IMPROVEMNT I FUND #301:	628,861-	530,000-	98,861	119%
<b>CURRENT YEAR CAPITAL FUND #311</b>					
	CURRENT YEAR CAPITAL FUND #311 Revenue Total:	30,622	30,000	622-	102%
	CURRENT YEAR CAPITAL FUND #311 Expenditure Total:	5,837	1,300,000	1,294,163	.00
	Net Total CURRENT YEAR CAPITAL FUND #311:	24,785	1,270,000-	1,294,785-	-2%
<b>STORMWATER FUND #401</b>					
	STORMWATER FUND #401 Revenue Total:	803,403	888,290	84,887	90%
	STORMWATER FUND #401 Expenditure Total:	54,499	869,212	814,713	6%
	Net Total STORMWATER FUND #401:	748,904	19,078	729,826-	3925%
<b>AGENCY REMITTANCE FUND #631</b>					
	AGENCY REMITTANCE FUND #631 Revenue Total:	746	.00	746-	.00
	AGENCY REMITTANCE FUND #631 Expenditure Total:	.00	.00	.00	.00
	Net Total AGENCY REMITTANCE FUND #631:	746	.00	746-	.00
<b>WETHERILL ENDOWMENT FUND #701</b>					
	WETHERILL ENDOWMENT FUND #701 Revenue Total:				

Budgeted 200,000 for REET and at first qtr already at 101,800 (plus interest)

Transfer out of \$740,000 to 401.

Interest for 1st Qtr already at 30,622.

Revenue includes \$740,000 transferred in from 301

Account Number	Account Title	03/2024 Current year Actual	2024 Current year Budget	Remaining	Percentage
		692	1,300	608	53%
	WETHERILL ENDOWMENT FUND #701 Expenditure Total:	.00	1,300	1,300	.00
	Net Total WETHERILL ENDOWMENT FUND #701:	692	.00	692-	.00
	Net Grand Totals:	153,340	2,892,398-	3,045,738-	-5%

**TOWN OF YARROW POINT  
TOWN PLANNING COMMISSION REGULAR MEETING  
March 19, 2024  
7:00 p.m.**

The Town Planning Commission of the Town of Yarrow Point, Washington met in regular session on Tuesday, March 19, 2024, at 7:00 p.m. in the Council Chambers of Town Hall.

**PLANNING COMMISSION PRESENT:** Chair Carl Hellings, Commissioners, Jeffrey Shiu, David Feller, 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 7:00 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:** 4 for, 0 against. Motion carried.

**5. APPROVAL OF THE MINUTES**

- February 20, 2024 Regular Meeting

**MOTION:** Motion by Chairman Hellings, seconded by Commissioner Sims to approve the February 20, 2024 special meeting minutes as presented.

**VOTE:** 4 for, 0 against. Motion carried.

**6. STAFF REPORTS**

Comprehensive Plan:

Planner Romanenko discussed the Utilities and Capital Facilities draft chapters of the Comprehensive Plan  
Commissioners discussed.

Middle Housing:

Planner Romanenko discussed the State's passing of HB1110 and HB1337. The new legislation requires that the jurisdiction allow at least two housing units per lot in a range of configurations on all areas previously zoned for single family. If the Town does not adopt its own development regulations the State's model ordinance shall be in effect. The Commission discussed creating new code prior to the deadline in June of 2025.

**7. PUBLIC COMMENT**

Resident Dicker Cahill discussed:

1. A tree petition delivered to Council; there is a vocal minority; and
2. Tree code comments at March Council meeting; and
3. The new tree code draft puts burden on homeowners by creating restrictive covenants to protect trees on their properties.

Resident Steve Scalzo provided comments on the draft tree code. He sees the current draft code as discriminatory and unfair.

## **8. REGULAR BUSINESS**

### **8.1 – Private Property Tree Code**

The Town Council held an Open House where residents gave a range of comments on the tree code. The Council after hearing this feedback gave direction to the Planning Commission and staff to consider additional elements and give feedback and recommendations to council on those topics.

The Planning Commission discussed public comment received.

The Planning Commission discussed the following aspects directed by the Council at their March meeting:

- What would the tree fund be used for? (Assumes creation of tree fund as well)
- Impose a charge paid into a tree fund as an enforcement mechanism if mitigation trees die.
- If significant development is proposed, required to pay into a tree fund: need to
- define what “significant development” is, this is meant to be beyond what a pre-app is.
- Tree age as a consideration for “heritage trees” rather than DBH.
- Create a list of trees which are exempt from being “significant” or “heritage”. Aimed at not protecting low quality, short lived, or low value trees.
- More research into incentives to “keep trees”

*Commissioner Jeffrey Shiu left the meeting at 8:59 p.m.*

The Planning Commission discussed methods to do further review. They will plan to do a study session prior to their regular April meeting.

## **9. PUBLIC COMMENT**

Resident Steve Scalzo discussed protecting property rights and creating a balance. He appreciates the work the Planning Commission is doing for the tree code. He discussed accountability for arborist’s responsibility.

## **10. ADJOURNMENT:**

**MOTION:** Motion by Commissioner Feller, seconded by Chairman Sims to adjourn the meeting at 9:41 p.m.

**VOTE:** 3 for, 0 against. Motion carried.

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Carl Hellings, Chair

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Attest: Austen Wilcox, Deputy Clerk

**TOWN OF YARROW POINT  
TOWN PARK BOARD REGULAR MEETING  
March 26, 2024  
7:00 p.m.**

The Town Park Board of the Town of Yarrow Point, Washington met in special session on Tuesday, February 21, 2024, at 7:00 p.m. in the Council Chambers of Town Hall.

**PARK BOARD PRESENT:** Chair Krista Fleming, Park Board Members, Dicker Cahill, Nancy Daltas, Carolyn Whittlesey, Amy Pellegrini, 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 Afzal, seconded by Park Board Chair Whittlesey to approve the agenda as presented

VOTE: 6 for, 0 against. Motion carried.

**5. APPROVAL OF THE MINUTES:**

MOTION: Motion by Park Board Member Cahill, seconded by Park Board Member Afzal to approve the February 21, 2024, special minutes as presented.

VOTE: 6 for, 0 against. Motion carried.

**6. STAFF REPORTS**

Staff reports were included in regular business.

**6. APPEARANCES/PUBLIC COMMENT**

No comments.

**8. REGULAR BUSINESS**

**8.1 – Sally’s Alley East End**

Chair Fleming discussed the project scope of the east end of Sally’s Alley. The Park Board reviewed the motions made by Council relating to Sally’s Alley at the March 12 regular Council meeting.

The Park Board discussed the slope and trees adjacent to property 3806 95<sup>th</sup> Ave NE.

Chair Fleming discussed ferns that were donated to the Town. She thanked resident Jim Bugbee for his work transplanting the ferns.

A new water meter will be installed adjacent to Sally’s Alley.

Park Board Member Cahill will research hydroseeding for driveway at west end of Sally’s Alley.

Park Board Member Fleming provided an update on the six trees that were previously removed on the east

end of Sally's Alley abutting property 3806 95<sup>th</sup> Ave NE, stating that six trees are required to be replanted.

## 8.2 – Town Entry

Park Board Member Daltas discussed boundary lines between Town property and WSDOT property. She shared photos and a map outlining the areas around Points Drive NE and the Yarrow Point sign in this location that need safety and landscape improvements.

The Park Board discussed the following:

- Update the sign on Points Drive and match it to the one on at the entrance on 92<sup>nd</sup> Ave NE;
- Relandscaping area where Yarrow Point sign is located on Points Drive NE;
- Install a flashing crosswalk sign for Points Drive NE crosswalk;
- Deferred maintenance relating to landscaping and trees;
- Sidewalk along Points Drive NE is too narrow for two people to walk alongside each other. Trimming hedges per the code standard would help. Requesting that property owners trim their vegetation encroaching into the Town's right of way needs to be communicated.
- Discussed gathering signatures for a petition to present to Council for pedestrian safety concerns on Points Drive NE; and
- Creating a plan to present to Council.

Park Board Member Daltas will follow up with the Town Engineer to clarify boundary around the St. John's Wort.

Park Board Member Whittlesey will discuss with JGM Landscape Architects improvement options around the Yarrow Point sign on Points Drive NE.

Have Town Arborist provide a tree status report within the areas the Park Board would like to improve around Points Drive NE.

## 8.3 – April 21<sup>st</sup> Cleanup Day Planning

The Park Board discussed the upcoming cleanup day on April 21<sup>st</sup> at starting at 9am.

- Wood chips for placement for playground – 6 yards;
- Mulch at road end beach;
- Pressure wash stairs at Road End Beach;
- Weed garden beds and leaf clean up on sidewalks; and
- Mulch for Sally's Alley - 1 yard.

*Park Board Member Pellegrini left at 8:08 PM.*

## 8.4 – Dedication Options

The Park Board reviewed a printout example of Vail Memorial Park as a template to dedicate significant Yarrow Point residents through rock memorials.

## 9. ADJOURNMENT:

Motion by Park Board Member Cahill, seconded by Park Board Member Afzal to adjourn the meeting at 8:18 p.m. All voted in favor. Motion carried.

VOTE: 5 for, 0 against. Motion carried.

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Chair, Krista Fleming

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Attest: Austen Wilcox, Deputy Clerk

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

**Consent Calendar**

April 9, 2024

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Consent Calendar	<b>Proposed Council Action:</b> 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. April Payment Approval in the amount of \$222,096.02 plus Payroll Report in the amount of \$37,750.57, for a total of \$259,846.59
2. March 12, 2024 regular Council meeting minutes
3. Ordinance No. 748: **AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING YARROW POINT MUNICIPAL CODE (“YPMC”) SECTION 8.04.010 TO ADOPT ADDITIONAL DEFINITIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**Recommended Action:**

Motion to approve the Consent Calendar as presented.



Report Criteria:

Detail report.  
 Invoices with totals above \$0.00 included.  
 Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
<b>Banner Bank</b>						
700	Banner Bank	031824	Constant Contact	03/18/2024	89.19	
700	Banner Bank	031824	AWS, msft, etc.	03/18/2024	547.19	
700	Banner Bank	031824	Copy Paper, etc.	03/18/2024	425.36	
700	Banner Bank	031824	Plants, Doggy bags, etc.	03/18/2024	724.04	
700	Banner Bank	031824	Meeting food	03/18/2024	236.49	
700	Banner Bank	031824	Town Hall phone, internet & fax line (2 mos.)	03/18/2024	1,110.45	
700	Banner Bank	031824	Employee training	03/18/2024	560.21	11,567.80
Total Banner Bank:					3,692.93	
<b>Casa Bonita Home Care, Inc.</b>						
519	Casa Bonita Home Care, Inc.	195576	Town Hall Cleaning - March	03/08/2024	153.00	459.00
Total Casa Bonita Home Care, Inc.:					153.00	
<b>CASELLE, INC.</b>						
1300	CASELLE, INC.	032024	Monthly contract	03/31/2024	774.71	3,096.71
Total CASELLE, INC.:					774.71	
<b>CITY OF CLYDE HILL</b>						
10	CITY OF CLYDE HILL	2024-05	Police Contract - 2nd Qtr.	03/21/2024	129,503.50	
10	CITY OF CLYDE HILL	2024-05	Criminal Justice - 1st Qtr 2024	03/21/2024	2,339.62	273,652.50
Total CITY OF CLYDE HILL:					131,843.12	
<b>CODE PUBLISHING</b>						
108	CODE PUBLISHING	GC10013679	Code update	03/31/2024	129.37	791.44
Total CODE PUBLISHING:					129.37	
<b>Crisp Imaging</b>						
256	Crisp Imaging	INVB-64273	Construction signs	03/20/2024	520.89	520.89
Total Crisp Imaging:					520.89	
<b>ELECTRONIC BUSINESS MACHINES, INC.</b>						
303	ELECTRONIC BUSINESS MACH	AR273293	Copier contract	03/18/2024	280.99	505.35
Total ELECTRONIC BUSINESS MACHINES, INC.:					280.99	
<b>Gaylynn Brien</b>						
1151	Gaylynn Brien	713	Sales Tax reports	03/31/2024	50.00	200.00
Total Gaylynn Brien:					50.00	
<b>Gray &amp; Osborne, Inc.</b>						
9043	Gray & Osborne, Inc.	2024-6	Town Development Standards	02/26/2024	1,229.67	16,645.04
Total Gray & Osborne, Inc.:					1,229.67	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
<b>ISOutsource</b>						
1301	ISOutsource	CW293523	Monthly Bluevault Vulnerability Mgmt	03/20/2024	110.10	5,821.80
Total ISOutsource:					110.10	
<b>KIRKLAND MUNICIPAL COURT</b>						
111	KIRKLAND MUNICIPAL COURT	MAR24YPT	Court Costs	03/15/2024	40.82	359.87
Total KIRKLAND MUNICIPAL COURT:					40.82	
<b>Modern Painting Group LLC</b>						
523	Modern Painting Group LLC	1206	Prep & Stain Town Hall	03/25/2024	32,204.25	32,204.25
Total Modern Painting Group LLC:					32,204.25	
<b>MUNICIPAL SERVICES LLC</b>						
350	MUNICIPAL SERVICES LLC	032024	Code Enforcement	03/31/2024	1,403.81	
350	MUNICIPAL SERVICES LLC	032024	Building permit inspections	03/31/2024	2,550.25	
350	MUNICIPAL SERVICES LLC	032024	Mechanical/Plumbing permit inspections	03/31/2024	260.05	
350	MUNICIPAL SERVICES LLC	032024	Plan Review	03/31/2024	812.50	
350	MUNICIPAL SERVICES LLC	032024	Invoice preparation	03/31/2024	312.50	22,293.86
Total MUNICIPAL SERVICES LLC:					5,339.11	
<b>NORTHWEST CIVIL SOLUTIONS</b>						
450	NORTHWEST CIVIL SOLUTIONS	032024	Update Std Plans & Details	03/31/2024	120.15	
450	NORTHWEST CIVIL SOLUTIONS	032024	94th UGC & Storm Improvements	03/31/2024	2,663.33	
450	NORTHWEST CIVIL SOLUTIONS	032024	94th UGC & Storm Improvements	03/31/2024	1,141.42	
450	NORTHWEST CIVIL SOLUTIONS	032024	Pre-applications	03/31/2024	881.10	
450	NORTHWEST CIVIL SOLUTIONS	032024	Plan Review - BLA	03/31/2024	120.15	
450	NORTHWEST CIVIL SOLUTIONS	032024	Plan Review-Site Development	03/31/2024	680.85	
450	NORTHWEST CIVIL SOLUTIONS	032024	Right of Way Use Permits	03/31/2024	2,923.65	
450	NORTHWEST CIVIL SOLUTIONS	032024	Sally's Alley - Gen Admin	03/31/2024	2,563.20	
450	NORTHWEST CIVIL SOLUTIONS	032024	General Administration	03/31/2024	3,684.60	45,421.20
Total NORTHWEST CIVIL SOLUTIONS:					14,778.45	
<b>Ogden Murphy Wallace</b>						
1390	Ogden Murphy Wallace	022024	Clerk/PRA 2588	02/29/2024	612.00	
1390	Ogden Murphy Wallace	022024	Council	02/29/2024	3,366.00	
1390	Ogden Murphy Wallace	022024	Land Use	02/29/2024	759.00	
1390	Ogden Murphy Wallace	022024	Mayor/Executive	02/29/2024	1,584.00	
1390	Ogden Murphy Wallace	022024	Sally's Alley ROW	02/29/2024	825.00	
1390	Ogden Murphy Wallace	022024	Bellevue Sewer/Water Franchise	02/29/2024	726.00	
1390	Ogden Murphy Wallace	022024	Public Works	02/29/2024	1,551.00	
1390	Ogden Murphy Wallace	022024	Parks	02/29/2024	627.00	50,765.00
Total Ogden Murphy Wallace:					10,050.00	
<b>PUGET SOUND ENERGY</b>						
604	PUGET SOUND ENERGY	032224	Town Hall Service	03/22/2024	240.89	
604	PUGET SOUND ENERGY	032224	Street Lights	03/22/2024	703.85	4,542.16
Total PUGET SOUND ENERGY:					944.74	
<b>SBN Planning LLC</b>						
154	SBN Planning LLC	YP-020	Building Permits	03/31/2024	754.38	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
154	SBN Planning LLC	YP-020	Pre-applications	03/31/2024	544.93	
154	SBN Planning LLC	YP-020	Short Plat	03/31/2024	83.82	
154	SBN Planning LLC	YP-020	Shoreline Substantial Development	03/31/2024	461.01	
154	SBN Planning LLC	YP-020	Tree Permits	03/31/2024	2,176.62	
154	SBN Planning LLC	YP-020	Comp Plan Update	03/31/2024	5,238.75	
154	SBN Planning LLC	YP-020	HB1110 Integration	03/31/2024	2,221.23	
154	SBN Planning LLC	YP-020	General Administration	03/31/2024	5,652.35	
154	SBN Planning LLC	YP-020	Mechanical permit	03/31/2024	41.91	55,866.41
Total SBN Planning LLC:					17,175.00	
<b>Sound View Strategies LLC</b>						
521	Sound View Strategies LLC	3174	March charges for lobbyist	03/31/2024	500.00	2,800.00
Total Sound View Strategies LLC:					500.00	
<b>Srinivasan, Rajesh</b>						
524	Srinivasan, Rajesh	PP-2024-06	Revision to plumbing permit	04/02/2024	30.00	30.00
Total Srinivasan, Rajesh:					30.00	
<b>STATE AUDITOR'S OFFICE</b>						
34	STATE AUDITOR'S OFFICE	L159848	Audit, citizen referrals	03/11/2024	2,183.87	31,272.67
Total STATE AUDITOR'S OFFICE:					2,183.87	
<b>THE SEATTLE TIMES</b>						
192	THE SEATTLE TIMES	74895	Ordinance publication	03/18/2024	65.00	1,582.96
Total THE SEATTLE TIMES:					65.00	
Grand Totals:					222,096.02	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
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Certification of the Consent Calendar as presented including the Payment Approval Report dated 4/3/2024 approving payments as shown totaling \$222,096.02, plus payroll, tax, and benefit expenses of \$37,750.57, as shown on the attached payroll & tax and benefits report, for a grand total of \$259,846.59.

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.

Dated: April 9, 2024

Clerk-Treasurer: \_\_\_\_\_

Mayor: \_\_\_\_\_

Councilmember:

Steve Bush: \_\_\_\_\_

Michael Hyman: \_\_\_\_\_

Stephan Lagerholm: \_\_\_\_\_

Chuck Porter: \_\_\_\_\_

Kathy Smith : \_\_\_\_\_

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

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
03/31/2024	CDPT		0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fami	999-1010110	155.96-
03/31/2024	CDPT		0	WA Cares	10	WA CARES Long Term Ins. Pay P	999-1010110	129.15-
03/31/2024	PC	03/25/2024	320241	Lovas, Istvan	9002		999-1010110	5,265.74-
03/31/2024	PC	03/25/2024	320242	Wilcox, Austen	9037		999-1010110	5,399.29-
03/31/2024	PC	03/25/2024	320243	Ritter, Bonnie	9041		999-1010110	7,917.05-
03/31/2024	PC	03/25/2024	320244	Harris, Kathryn K	9047		999-1010110	1,878.41-
03/31/2024	CDPT	03/19/2024	8232028	Association of Washington Cities	9	Health and Dental Insurance Visio	999-1010110	3,902.88-
03/31/2024	CDPT	03/19/2024	8232029	DEPT OF RETIREMENT SYSTEM	1	State Retirement PERS II Pay Per	999-1010110	4,157.99-
03/31/2024	CDPT	03/19/2024	8232029	Federal Tax	2	941 Taxes Federal Withholding Tax	999-1010110	8,568.11-
03/31/2024	CDPT	03/19/2024	8232029	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I	999-1010110	316.90-
03/31/2024	CDPT	03/19/2024	8232029	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security Pay	999-1010110	59.09-
Grand Totals:								<u>37,750.57-</u>
			<u>11</u>					

**TOWN OF YARROW POINT  
COUNCIL MEETING MINUTES  
March 12 2024  
4:00 p.m.**

The Town Council of the Town of Yarrow Point, Washington met in regular session on Tuesday, March 12, 2024, at 4:00 p.m. in the Council Chambers of Town Hall.

**PRESENT:** Mayor Katy Harris; Councilmembers Steve Bush, Michael Hyman, Stephan Lagerholm, Chuck Porter, and Kathy Smith.

**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 4:06 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

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

**5. POLICE REPORT**

Commander Hanson presented the Police Report for February. Mayor Harris will address the concern regarding excess noise coming from SH520 expressed by Councilmember Bush.

**6. PUBLIC COMMENT**

Steve Scalzo expressed appreciation to the Council for their open forum meeting that was held on March 5 and his continued concern over the tree code.

Vadim Bondarev also thanked the Council for holding the open forum meeting and finds the new proposed version of the tree code disturbing.

Deborah Prudden expressed her concern over the tree code not being equitable.

Deputy Clerk Wilcox noted that he is in receipt of emails from residents expressing support for completion of the Sally's Alley Project. These are from Ann Foster, Jennifer Odle, Dan Williams, David & Peggy Odegard, Jim Bugbee, Richard & Ruby Lyons, Jeff & Suzy Levere, Margot Schwartz & Richard Tobin, Joel Cowger, and John & Ronni McGlenn.

**7. STAFF REPORTS**

A. Fire-EMS Report

B. Town Engineer Report

Engineer Schroeder reported on the 2024 94<sup>th</sup> Ave NE UGC Project, stating that the project will be discussed in detail later in the meeting.

C. Town Planner Report

Planner Romanenko presented a Comprehensive Plan update. Discussion followed with regard to a vision statement and how it ties in with the Plan. Councilmember Bush will email the Mayor his thoughts

on options, recommendations and changes in the process that he'd like to see happen. Councilmember Hyman asked Attorney Romanenko for comparable documents from other cities. The Planner presented a schedule for when the Plan elements will be submitted to the Council.

D. Commission Minutes – Planning Commission minutes of February 20, 2024 and Park Board Minutes from the February 21, 2024 special meeting were included in the packet for informational purposes

## **8. MAYOR'S REPORT**

Mayor Harris reported that the Easter Egg Hunt will be on March 23, and Republic Services will be changing their collection day from Thursdays to Fridays, as of April 19, 2024.

## **9. CONSENT AGENDA**

Motion by Hyman, seconded by Smith to approve the consent agenda. All voted in favor. Motion carried.

- A. March Payment Approval in the amount of \$138,199.82, plus Payroll Report in the amount of \$37,754.79, for a total of \$175,954.61.
- B. February 9, 2023, special Council meeting minutes
- C. February 13, 2024, regular Council meeting minutes

## **10. REGULAR BUSINESS**

### **10.1 – 94<sup>th</sup> Ave NE/ NE38th / NE 40<sup>th</sup> UGC Project**

Engineer Schroeder gave an overview of the bids received and presented a comparison of the 2024 approved project budget vs the projected budget with the bid numbers now known.

### **10.2 – 94<sup>th</sup> Ave NE / NE 38th / NE 40<sup>th</sup> Stormwater Upsizing and UGC Project**

Engineer Schroeder reviewed the bids received, informing the Council that the low responsible bidder is Fury Site Works, Inc.

MOTION by Lagerholm, seconded by Porter to authorize the Mayor to execute a contract with Fury Site Works, Inc. to construct Schedule A-Underground Conversion, and Schedule B-Stormwater Improvements for the amount not to exceed the bid amount of \$2,241,316 without Council approval. All voted in favor. Motion carried.

### **10.3 – Park Board Design Recommendation on Sally's Alley East**

Rob Afzal of the Park Board and Engineer Schroeder presented a design for Sally's Alley East Project, as recommended by the Park Board. No action taken at this time.

### **10.4 – Executive Session**

At 6:48 p.m. Mayor Harris stated the Council will go into executive session pursuant to RCW 42.30.110.(1)(i) with our Town legal counsel, and return at 7:33 p.m. No action will be taken during the executive session, and they will return to regular session after 45 minutes.

At 7:30 p.m. Mayor Harris announced that the Council will continue with executive session for another hour and return to regular session at 8:30 p.m.

At 8:30 p.m. Mayor Harris announced that executive session will continue for another 30 minutes, returning to regular session at 9:00 p.m.

At 9:00 p.m. Mayor Harris announced the return to regular session.

10.5 – Sally’s Alley East End Design

Motion by Smith, seconded by Hyman to authorize the Mayor and Town Attorney to negotiate a settlement agreement using the terms discussed in executive session, with the property owners at 3801 95<sup>th</sup> Ave NE. All voted in favor. Motion carried.

Motion by Smith, seconded by Hyman to approve the Park Board recommendation for the Sally’s Alley trail design contingent upon the execution of the settlement agreement with the 3801 95<sup>th</sup> Ave NE property owners and removal of the two fences in the design proposal. All voted in favor. Motion carried.

Motion by Bush, seconded by Lagerholm to authorize the Mayor to reject the Sally’s Alley bid additive with Fury Site Works. All voted in favor. Motion carried.

Engineer Schroeder stated the reason for the rejection of the Fury Site Works bid is simply because the 94<sup>th</sup> Ave Project bid was approved and that this bid additive is linked to that project so the Town needs to either approve or reject that additive at this time. If other items get completed within the timeframe, the Town has the option to possibly add this additive back in at a later date.

10.6 – 94<sup>th</sup> Ave NE/NE 38<sup>th</sup>/NE 40th PSE Construction Agreement

Motion by Bush, seconded by Hyman to approve Puget Sound Energy Schedule 74-Project Construction Agreement as presented. All voted in favor. Motion carried.

10.7 – Gray & Osborne Change Order #3 for Undergrounding Project

Motion by Lagerholm, seconded by Hyman to approve Gray & Osborne Agreement Addendum No. 3 for construction support, survey and inspection for the 94<sup>th</sup> Ave NE Utility UGC Project. All voted in favor. Motion carried.

10.8 – PSE IntoLight Agreement for the 94<sup>th</sup> UGC Project

Motion by Bush, seconded by Hyman to approve the PSE IntoLight Agreement as presented. All voted in favor. Motion carried.

Motion by Bush, seconded by Hyman to authorize the Mayor to research warmer light solutions for the Point. All voted in favor. Motion carried.

10.9 – YPMC Chapter 16.16 – Subdivision Design Requirements Amendment

Motion by Hyman, seconded by Porter to adopt the following ordinance. All voted in favor. Motion carried.

**ORDINANCE NO. 747: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING YARROW POINT MUNICIPAL CODE (“YPMC”) CHAPTER 16.16 TO ADOPT A NEW SECTION, 16.16.005, “PURPOSE – APPLICABILITY”, REGARDING SUBDIVISION DESIGN REQUIREMENTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

10.10 – YPMC Chapter 8.04 Nuisance Code Amendment

There were questions regarding the proposed amendment, and request for clarification. This ordinance will be revised per the discussion and put on the next meeting’s consent agenda for approval.

**11. COUNCIL REPORTS**

Councilmember Hyman expressed suggestions for the Planning Commission to consider when looking at amending the tree code.



Motion by Hyman, seconded by Lagerholm to ask the Planning Commission to explore the ideas suggested regarding the removal of the bond requirements, explore implementing a community tree fund and its uses, age-based classification for heritage trees, look at exempting trees that arborist considers to be junk, and to explore positive incentives. The following voted in favor; Hyman, Lagerholm, Porter and Smith. The following voted against; none. Bush abstained. Motion carried.

**12. ADJOURNMENT**

Motion by Bush, seconded by Hyman to adjourn at 9:44 p.m. All voted in favor. Motion carried.

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Katy Kinney Harris, Mayor

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Attest: Bonnie Ritter, Clerk-Treasurer

DRAFT

**TOWN OF YARROW POINT  
ORDINANCE NO. 748**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON,  
AMENDING YARROW POINT MUNICIPAL CODE (“YPMC”) SECTION  
8.04.010 TO ADOPT ADDITIONAL DEFINITIONS; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Yarrow Point Municipal Code (“YPMC”) Chapter 8.04 establishes rules and regulations regarding nuisance; and

**WHEREAS**, YPMC Section 8.04.010 adopts definitions applicable to the chapter; and

**WHEREAS**, the Town Council desires add additional definitions to clarify certain terms and remove ambiguities; and

**WHEREAS**, the Town Council finds the amendments as set forth herein to be in the public’s interest, safety and welfare.

**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 to YPMC Section 8.04.010. Yarrow Point Municipal Code section 8.04.010 is hereby amended as follows:

**8.04.010 Definitions.**

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

A. “Abate” means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the enforcement officer, in his judgment, determines is necessary in the interest of the general health, safety and welfare of the community.

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

C. “Enforcement officer” means the mayor or any ~~alternate person~~ Town representative designated by him/her.

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

E. "Responsible person" means any agent, lessee or other person occupying or having charge or control of any premises, except the owner.

F. "Street". A public or recorded private thoroughfare, easement, lane providing pedestrian and vehicular access along, through, and/or to homes, neighborhoods, and communities and to abutting property.

G. "Tree, shrub or foliage" means and includes but is not limited to trees, plants, shrubs, bushes, vines, flowers, vegetables and grasses, and further includes all growths of every kind and character, whether domestic or wild, causing the obstruction, interference, or detriment prohibited by this chapter.

H. "Owner" means the property owner.

**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 this 9<sup>th</sup> day of April, 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.: 748

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

10.1  
April 9, 2024

<b>Special Event Ordinance</b>	<b>Proposed Council Action:</b> Approve Ordinance No. 749
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<b>Presented by:</b>	Clerk-Treasurer Bonnie Ritter
<b>Exhibits:</b>	<b>Ordinance No. 749: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, ADDING A NEW CHAPTER TO TITLE 5 OF THE YARROW POINT MUNICIPAL CODE ENTITLED “SPECIAL EVENTS”, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE</b>

**Summary:**

Following the Town’s 2023 insurance audit (done by WCIA), the Town received a “mandatory recommendation” that we must have an ordinance that defines what a special event is, an application for such an event, and they specified the amount of general liability and liquor insurance that must be required.

This ordinance is coming before you so that it can be in full force before the next July 4<sup>th</sup> Celebration takes place.

**Recommended Action:**

**Approve Ordinance 749: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, ADDING A NEW CHAPTER TO TITLE 5 OF THE YARROW POINT MUNICIPAL CODE ENTITLED “SPECIAL EVENTS”, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE**

**TOWN OF YARROW POINT  
ORDINANCE NO. 749**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, ADDING A NEW CHAPTER TO TITLE 5 OF THE YARROW POINT MUNICIPAL CODE ENTITLED “SPECIAL EVENTS”, PROVIDING FOR SEVERABILITY AND SETTING AN EFFECTIVE DATE**

**WHEREAS**, the festivals, parades, athletic events and other special events contribute to the unique character and vitality of the Town of Yarrow Point; and

**WHEREAS**, special events range in size and may impact the Town’s right of way, parks, or facilities; and

**WHEREAS**, the Town’s public safety personnel are better able to respond to issues affecting the public when they are alerted in advance to the timing, location, and nature of special events occurring in the Town; and

**WHEREAS**, a special events permit process will allow the Town to manage competing uses of its resources and public spaces for special events.

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

**Section 1.**        A new Chapter 5.14 of the Yarrow Point Municipal Code entitled “Special Events” is hereby added and codified as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

**Section 2.**        Corrections. Upon approval of the Town Council, the Clerk-Treasurer and code reviser are authorized to make necessary corrections to this Ordinance, including the correction of clerical errors, references to other local, state or federal laws, codes, rules or regulations; or ordinance numbering and section/subsection numbering.

**Section 3.**        Severability. If any section, clause, or provision of this Ordinance or its application to any person or circumstance is declared by a court to be invalid, the remainder of this Ordinance or the application of the provision to other persons or circumstances shall not be affected.

**Section 4.**        Effective Date. This Ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the Town of Yarrow Point and shall take effect and be in full force five days after passage and publication.

Adopted by the Town Council of the Town of Yarrow Point this 9<sup>th</sup> day of April, 2024.

\_\_\_\_\_  
Katy Kinney Harris, Mayor

\_\_\_\_\_  
Attest: Bonnie Ritter, Clerk-Treasurer

**EXHIBIT A**

**YARROW POINT MUNICIPAL CODE CHAPTER 5.14  
Special Events**

<b>5.14.010</b>	<b>Purpose and Policy</b>
<b>5.14.020</b>	<b>Intent</b>
<b>5.14.030</b>	<b>Definitions</b>
<b>5.14.040</b>	<b>Exemptions</b>
<b>5.14.050</b>	<b>Administration</b>
<b>5.14.060</b>	<b>Permit Required</b>
<b>5.14.070</b>	<b>Permit Fee and Deposit</b>
<b>5.14.080</b>	<b>Waiver from Permit Fee</b>
<b>5.14.090</b>	<b>Permit Application</b>
<b>5.14.100</b>	<b>Permit Requirements</b>
<b>5.14.110</b>	<b>Permit Conditions</b>
<b>5.14.120</b>	<b>Denial of Application</b>
<b>5.14.130</b>	<b>Indemnification</b>
<b>5.14.140</b>	<b>Insurance Required</b>
<b>5.14.150</b>	<b>Revocation or Suspension</b>
<b>5.14.160</b>	<b>Appeal Procedure</b>
<b>5.14.170</b>	<b>Closure of Event</b>
<b>5.14.180</b>	<b>Penalty for Violation</b>

**5.14.010**      **Purpose and Policy.**

Special events are of infrequent occurrence and temporary nature and may be associated with promotions, holidays, festivals, and the like. Special events shall be allowed by a special events permit granted by Town Staff.

**5.14.020**      **Intent.**

It is the specific intent to place the obligation of complying with the requirements of this chapter and the permit conditions upon the applicant or permittee, and nothing contained in this chapter is intended to be construed to create or form the basis for liability on the part of the town, or its officers, employees or agents for any injury or damage resulting from the failure of the applicant or permittee to comply with this chapter or the permit conditions.

**5.14.030**      **Definitions.**

The following definitions shall apply to this chapter:

**Applicant:** Any person or organization who seeks a special event permit to hold an event governed by this chapter.

**Athletic or sporting event:** An occasion in which a group of persons collect to engage in or watch a sport or form of exercise on public property which is anticipated to obstruct, delay or interfere with the normal flow of pedestrian or vehicular traffic, or does not comply with traffic laws or controls. Athletic or sporting events include, but are not limited to, bicycle or foot races, and sport tournaments.

**Block party:** A festive gathering on a street, alley or sidewalk which may or may not require the closure of a street or alley or a portion thereof to vehicular traffic, or closure of a sidewalk or a portion thereof to pedestrian traffic, or use of the street, alley or sidewalk for the festivity including, but not limited to, barbecues, picnics, music or games.

Clerk-Treasurer: The person acting as the Town's Clerk-Treasurer and includes the Clerk-Treasurer's designee.

Express Activity: Conduct, the sole or principal object of which is the expression, dissemination of communication by verbal, visual, literary or auditory means of opinion, views or ideas. Expressive Activity includes, but is not limited to, public oratory and the distribution of literature.

Mayor: The elected Mayor for the Town or, in the Mayor's absence, the Mayor pro-tem.

Nonprofit Corporation: Has the same meaning as stated in RCW 24.03A.010.

Permit Application Fee: The fee to be paid by the applicant at the time the application is filed with the Clerk-Treasurer. Such fee shall be set by the Town's Fee Resolution.

Permittee: Any person or organization who has been issued a special events permit by the Town.

Person: Has the same meaning as stated in RCW 24.03A.010.

Police Chief: The person designed as the Police Chief for the Clyde Hill Police Department.

Public Property: Publicly owned or controlled property and includes, but is not limited to, a town street, sidewalk, parking lot, park or other right-of-way.

Special Event:

A. Any organized formation, parade, procession, demonstration or assembly which may include persons, animals, vehicles, or any combination thereof, which is to assemble or travel in unison on any street, sidewalk or other public right-of-way owned or controlled by the Town which does not comply with applicable traffic regulations, laws or controls; or

B. Any organized assemblage of persons at any public property which is to gather for a common purpose under the direction or control of a person.

Examples of special events include, but are not limited to, concerts, parades, circuses, fairs, festivals, block parties, street fairs, street markets, community events, on the water activities, mass participation sports (such as marathons and other running events), athletic or sporting events, firework displays, and community celebrations and observances.

Special Events Permit: The permit issued by the Town after the applicant has met all applicable reviews and requirements set forth in this chapter.

#### **5.14.040 Exemptions.**

The provisions of this chapter shall not apply to:

- A. Funeral processions;
- B. Groups required by law to be so assembled;
- C. Pedestrian processions along a route that is restricted to sidewalks and crossing streets only at pedestrian crosswalks in accordance with traffic regulations and controls;
- D. Expressive activities; provided that if practicable, the organizers should give notice to the Mayor at least four hours prior to the event informing the Town of the date and time of the event and provide an estimate of the approximately number of persons who will be participating;
- E. Activities of state and federal governmental agencies, including military units, which are performed within the scope of such agency's duties and functions;
- F. Events held by the Town of Yarrow Point.



**5.15.050      Administration.**

The Mayor shall, after consultation with appropriate Town Staff and governmental agencies, have discretionary authority regarding special event permits. The Mayor may approve, modify, condition or deny a special events permit, in accordance with the principles of this chapter.

**5.14.060      Permit required.**

Any person desiring to hold a special event shall first obtain a special events permit.

**5.14.070      Permit fee.**

The fee for issuance of a special events permit shall be set forth in the Town's Fee Schedule.

**5.14.080      Waiver from permit fee.**

The permit fee may be waived for applicants that are a nonprofit corporation and which further the goals and objectives of the Town, as determined in the Mayor's sole discretion, and for applicants that are a governmental agency.

**5.14.090      Permit application.**

A. Filing of the Application.

1. Any person wishing to hold a special event shall apply for a special event permit by filing an application with the Clerk-Treasurer at least forty-five days prior to the date on which the special event is to begin.

2. The application for a special events permit shall be made on forms furnished by the Town.

3. The applicant shall file with their application proof of commercial general liability insurance with a minimum policy limit of one-million dollars (\$1,000,000) combined single limits per occurrence, two-million dollars (\$2,000,000) aggregate, and an endorsement naming the Town of Yarrow Point as additionally insured.

4. The applicant must pay the permit fee at the time of filing the application unless waived under YPMC 15.14.080.

B. Review of the Application

1. Unless good cause is shown, the application shall be reviewed by the appropriate Town Staff and governmental agencies to include police, fire, public works, building and planning, and others as determined by the Mayor no later than thirty days after the application has been filed with the Clerk-Treasurer and payment of the permit fee, unless the permit fee has been waived as provided in YPMC 5.14.080.

2. The Mayor shall approve, conditionally approve, or deny an application based on the recommendations of the Town Staff or governmental agencies involved in the review process.

3. The Mayor may issue the special event permit once the application has been appropriately reviewed, the applicant has agreed in writing to comply with any terms and conditions of the permit, and payment of the permit fee, unless such have been waived as provided in YPMC 5.14.080.

**5.14.100      Permit requirements.**

A. Temporary signage and temporary structures, including temporary parking facilities, will be allowed subject to provisions of this code pursuant to the interpretive authority and discretion of the Mayor.

B. Requests for street closure for special events shall be subject to provisions of this code and approved at the discretion of the Town Council.

C. Requests for fire and emergency medical services shall be subject to requirements and interpretive authority and discretion of the Bellevue Fire Department.

D. Requests for police services shall be subject to provisions of this code pursuant to the interpretive authority and discretion of the Clyde Hill Police Chief.

E. A Town Services Deposit is required to be paid by the permittee within two business days after issuance of the special events permit. The Town Services Deposit shall be in an amount reasonable

anticipated by the Mayor for expenses that the town may incur for fire, police, medical services, and public works crews for coverage at the special event. The payment of the estimated expenses shall be required even if the permit fee has been waived. If the actual expense for Town services and equipment on the date(s) of the special event is greater than the estimated expense, the permittee will be billed for the difference and is responsible for payment; provided that if the actual cost for Town services and equipment is less than the deposit, then any remaining funds after the deposit has been applied toward the expense shall be refunded to the permittee.

F. A clean-up deposit is required to be paid by the permittee within two business days after issuance of the special events permit for special events involving the sale of food or beverages for immediate consumption, the erection of structures, the use of horses or other animals excluding dogs and cats, or the use of fireworks or other incendiary devices. The clean-up deposit shall be in an amount reasonably anticipated to be incurred by the Town in removing debris or litter caused by such special event, as determined by the Mayor. The clean-up deposit shall be required, even if the permit fee has been waived. The clean-up deposit may be returned to the permittee after the special event if the permittee cleans and restores the public property used for the special event to the same condition as existed prior to the special event as determined by the Mayor. If the public property used for the special event has not been properly cleaned or restored, the clean-up deposit shall be applied toward the Town's costs in cleaning up the special events area and any remaining deposit funds shall be refunded to the permittee. If the actual cost for clean-up is greater than the clean-up deposit, the permittee will be billed for the difference and is responsible for payment.

G. Adequate sanitation and other required health facilities shall be provided or made available in or adjacent to any public assembly areas.

#### **5.14.110 Permit conditions.**

The Mayor may condition the issuance of a special event permit by imposing reasonable requirements concerning time, place, and manner of the event; and such conditions as are necessary to protect the safety and rights of persons and property and the control of traffic. The Mayor may modify the conditions of the special events permit if after the approval of the permit good cause is shown for the modification.

#### **5.14.120 Denial of application.**

A special event permit may be denied based upon a determination that:

- A. The event would endanger public safety or health;
- B. The proposed event would seriously inconvenience or impair the general public's use of public property, services or facilities;
- C. The event would unreasonably infringe upon the rights of abutting properties;
- D. The event would conflict with another proximate event or interfere with construction or maintenance work in the immediate vicinity;
- E. There is no sufficient qualified safety personnel or other necessary Town Staff to accommodate the event;
- F. The applicant failed to complete the application form after being notified of the additional information or documents required;
- G. Information contained in the application of supplemental information required from the applicant is found to be false in any material detail;
- H. The applicant cannot meet, or is unwilling to meet, all of the requirements of this chapter or any conditions requested to be imposed by any of the reviewing Town Staff or governmental agencies;
- I. Other issues in the public interest were identified by the Mayor, Town Council, Town Staff or any governmental agency;
- J. Failure to pay expenses, fees, charges, deposits, insurance or bonds required by this chapter.
- K. Failure to file proof of insurance as required by YPMC 5.14.090(A)(3);
- L. The application was not timely filed with the Clerk-Treasurer;
- M. The applicant fails to provide the writing required by YPMC 5.14.130(A);
- N. The purpose of the proposed event is to incite crime or the event would engage in or encourage participants to engage in illegal acts;

O. The primary purpose of the special event is for advertising products, goods or events that are for private profit, and the special event is primarily for private profit. The prohibition against advertising any product, goods or event shall not apply to signs identifying organization or sponsors furnishing or sponsoring exhibits or structures used in the special event; or

P. The event is unlawful.

**5.14.130 Indemnification.**

A. Prior to the issuance of the special event permit, the applicant or permittee must agree in writing to reimburse the Town for any costs incurred by the Town in repairing damage to public property occurring in connection with the special event.

B. by applying for the special event, the applicant and permittee (collectively “indemnitor”) agree to the following:

1. The indemnitor hereby agrees to release, indemnify and hold harmless the Town of Yarrow Point from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the Town’s right to indemnity or incurred on appeal) resulting from involvement in this event whether caused by any negligent act or omission of the Town or otherwise. This agreement shall not apply to any liability resulting from the sole negligence of the Town.

2. The indemnitor agrees to reimburse the Town for any loss, theft of, or damage to public property and equipment.

3. The indemnitor agrees to comply with all applicable laws, statutes, ordinances, rules and requirements including, but not limited to, not admitting more attendees than designated by the Fire Department as safe for the particular event or facility.

4. The indemnitor expressly agrees that this release and hold harmless agreement is intended to be broad and inclusive as permitted by Washington law and that if any portion there of is held invalid, notwithstanding, the balance shall continue in full legal force and effect.

5. Falsification and/or misrepresentation in completing the application may result in revocation or suspension of the special events permit and increase in any permit fees or expenses as provided by this chapter.

6. The indemnitor agrees to immediately notify the Mayor of any inaccuracies in the application.

**5.14.140 Insurance required.**

A. The permittee shall provide the Town with proof of commercial general liability insurance generally in the amount of at least one-million dollars (\$1,000,000) (combined single limits per occurrence), two-million dollars (\$2,000,000) aggregate, and an endorsement naming the Town of Yarrow Point as an additional insured. Upon determination by the mayor, higher limits may be required for certain events.

B. Certificates of insurance shall be submitted to the Town for approval directly from the insuring agency via postal mail, fax or email. The insurance policy shall be written on an occurrence basis, shall name the town as an additional insured, shall be written for a period not less than twenty-four hours prior to the event and extending for a period not less than twenty-four hours following the completion of the event, and shall contain a provision prohibiting cancellation of the policy except upon thirty days’ written notice to the Town. Acceptability of insurance is subject to approval by the Mayor.

**5.14.150 Revocation or suspension.**

A. A special events permit issued under this chapter shall be temporary, shall vest no permanent rights to the permittee, and may be immediately revoked or suspended by the Mayor if:

1. The permittee has made a misstatement of material fact in the application;
2. The permittee has failed to fulfill a term or condition of the permit in a timely manner;
3. The check submitted by the applicant or permittee in payment of the permit fee, deposit or prepayment of expense for a permit has been dishonored;
4. The permittee requests the cancellation of the permit or cancels the event;
5. The activity at the special event endangers or threatens persons or property, or otherwise jeopardizes the health, safety or welfare of persons or property;

6. The activity at the special event is in violation of any of the terms or conditions of the special events permit;

7. An emergency or supervening occurrence requires the cancellation or termination of the special event in order to protect the public health or safety;

8. The permittee fails to pay expenses, fees, charges, deposits, insurance or bonds required by this chapter;

9. The insurance by YPMC 5.14.140 has been cancelled or suspended.

B. In any event, use or occupancy for which the special events permit has been revoked or suspended is not immediately discontinued, the mayor may remove any structure or obstruction, or cause to be made, without obligation to do so, such repairs upon the structure or obstruction as may be necessary to render the same secure and safe, or adjourn any special event. The cost and expense of such removal, repair or adjournment shall be assessed against the permittee, including all attorney fees associated with enforcement of the collection of the same.

#### **5.14.160 Appeal procedure.**

The applicant shall have the right to appeal a denial of a special event permit, or a condition imposed thereby, including the amount of fees or clean-up deposits imposed or a determination that the applicant's certificate of insurance does not comply with the Town's requirements. A permittee has the right to appeal any revocation or suspension of a special events permit. A written notice of appeal shall be filed with the Clerk-Treasurer within five days from the date of the denial or conditional approval of an application, or suspension or revocation of a permit. The written notice of appeal shall set forth the specific grounds for the appeal and attach any relevant documents for consideration. The Town Council shall hear the appeal on the record provided from the mayor and upon public comment given at the scheduled hearing before the Town Council. The hearing shall be scheduled no later than ten days after receipt of a timely and proper notice of appeal, unless there is good cause to extend the timeframe. The Town Council shall render a decision on or before the next regularly scheduled Town Council meeting. The decision of the Town Council on the appeal shall be final.

If there is insufficient time for a timely appeal to be heard by the Town Council prior to the date on which the event is scheduled, the applicant may, at the applicant/s option, or the permittee may, at the permittee's option, request in writing that the Mayor hear the appeal. Any such written request shall be filed with the Clerk-Treasurer no later than five business days after the filing of the appeal. The Mayor shall hold a hearing no later than five business days after the applicant or permittee files the written request and shall render a decision no later than one business day after the hearing on the appeal is closed. If the appeal is requested and heard before the Mayor, the Mayor's decision shall be final.

#### **5.14.170 Closure of Event.**

Any event subject to the provisions of this chapter that is held without complying with all conditions of this chapter or the conditions of the special events permit shall be subject to be closed summarily by the Police Chief.

#### **5.14.180 Penalty for violation.**

Any person that violates any of the provisions of this chapter shall be subject to a civil infraction and a fine. Each day in which a violation is committed constitutes a separate offense. Nothing herein contained shall prevent the Town from taking such other lawful action as is necessary to prevent or remedy any violation.

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

10.2  
April 9, 2024

<b>2023 Annual Report</b>	<b>Proposed Council Action:</b> Approve the 2023 Annual Report for submittal to the State Auditor
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**Presented by:** Clerk-Treasurer Bonnie Ritter

- Exhibits:**
1. C4 & C5 Financial Statements: These reports are the result of the line-by-line year-end revenues and expenditures entered into the SAO online annual report submittal portal.
  2. Notes to the Financial Statement: This document is to serve as an explanation to the public of the Town's financial practices and financial picture.
  3. State Treasurer Distributions Check: This shows that the amounts that the Town entered as revenues for these accounts, match what the State Treasurer sent.
  4. Interfund Activity: Shows that interfund transfers out match the interfund transfers in.
  5. Schedule 6: Summary of Bank Reconciliation
  6. Schedule of Liabilities: Shows what the balance at year end of the Town's liabilities for compensated absences and pension liabilities.
  7. Schedule of Expenditures of State Financial Assistance: This shows the 2023 expenditure for the Local Records Grant. We had a balance of \$592 that we put towards a scanner. It also shows the Comp Plan Grant expenditure, paid to the Town's Planner.

**Summary:** According to RCW 43.09.230, the State Auditor shall require from every local government, financial reports covering the full period of each fiscal year, in accordance with the forms and methods prescribed by the State Auditor, which shall be uniform for all accounts of the same class. This report is due 150 days after the close of the fiscal period, or May 29, 2024.

**Recommended Action:**

Approve the 2023 Annual Report as presented, to be submitted to the State Auditor by May 29, 2024.

**IF YOU HAVE QUESTIONS, PLEASE EMAIL ME PRIOR TO THE MEETING AND I CAN CALL YOU TO DISCUSS:**  
[clerk-treasurer@yarrowpointwa.gov](mailto:clerk-treasurer@yarrowpointwa.gov)

C-4

**Town of Yarrow Point**  
**Fund Resources and Uses Arising from Cash Transactions**  
**For the Year Ended December 31, 2023**

		Total for All Funds (Memo Only)	001 General	101 Street Fund	104 Community Development Fund
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	6,440,009	2,292,498	474,540	423,240
388 / 588	Net Adjustments	-	-	6,927	(6,927)
<b>Revenues</b>					
310	Taxes	1,508,098	1,228,560	-	-
320	Licenses and Permits	317,029	75,567	78,157	163,305
330	Intergovernmental Revenues	117,073	44,781	22,292	50,000
340	Charges for Goods and Services	224,075	-	-	85,307
350	Fines and Penalties	1,735	1,735	-	-
360	Miscellaneous Revenues	433,141	220,215	26,404	19,519
Total Revenues:		2,601,151	1,570,858	126,853	318,131
<b>Expenditures</b>					
510	General Government	564,926	449,436	-	115,490
520	Public Safety	792,145	792,145	-	-
530	Utilities	47,345	-	-	-
540	Transportation	185,855	11,897	173,958	-
550	Natural/Economic Environment	318,880	13,684	-	305,196
560	Social Services	330	330	-	-
570	Culture and Recreation	100,739	100,739	-	-
Total Expenditures:		2,010,220	1,368,231	173,958	420,686
Excess (Deficiency) Revenues over Expenditures:		590,931	202,627	(47,105)	(102,555)
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	455,060	125,060	240,000	-
385	Special or Extraordinary Items	207,130	-	-	-
381, 382, 389, 395, 398	Other Resources	22,500	-	22,500	-
Total Other Increases in Fund Resources:		684,690	125,060	262,500	-
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	445,878	141,344	133,300	-
591-593, 599	Debt Service	-	-	-	-
597	Transfers-Out	455,060	122,445	-	-
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	33,780	-	33,780	-
Total Other Decreases in Fund Resources:		934,718	263,789	167,080	-
<b>Increase (Decrease) in Cash and Investments:</b>		<b>340,903</b>	<b>63,898</b>	<b>48,315</b>	<b>(102,555)</b>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	51,243	-	-	-
50831	Restricted	916,520	-	-	-
50841	Committed	2,308,695	-	-	-
50851	Assigned	1,148,050	-	529,781	313,754
50891	Unassigned	2,356,395	2,356,395	-	-
<b>Total Ending Cash and Investments</b>		<b>6,780,903</b>	<b>2,356,395</b>	<b>529,781</b>	<b>313,754</b>

The accompanying notes are an integral part of this statement.

Rev.	3,292,768	1,695,918	396,280	318,131
Exp.	2,951,865	1,632,020	341,038	427,613

**Town of Yarrow Point  
Fund Resources and Uses Arising from Cash Transactions  
For the Year Ended December 31, 2023**

		301 Capital Improvement Fund 1	311 Current Year Capital Fund	401 Stormwater Fund	701 Wetherill Endowment Fund
<b>Beginning Cash and Investments</b>					
308	Beginning Cash and Investments	927,502	2,058,032	212,954	51,243
388 / 588	Net Adjustments	-	-	-	-
<b>Revenues</b>					
310	Taxes	279,538	-	-	-
320	Licenses and Permits	-	-	-	-
330	Intergovernmental Revenues	-	-	-	-
340	Charges for Goods and Services	-	-	138,768	-
350	Fines and Penalties	-	-	-	-
360	Miscellaneous Revenues	39,481	110,601	14,306	2,615
Total Revenues:		319,019	110,601	153,074	2,615
<b>Expenditures</b>					
510	General Government	-	-	-	-
520	Public Safety	-	-	-	-
530	Utilities	-	-	47,345	-
540	Transportation	-	-	-	-
550	Natural/Economic Environment	-	-	-	-
560	Social Services	-	-	-	-
570	Culture and Recreation	-	-	-	-
Total Expenditures:		-	-	47,345	-
Excess (Deficiency) Revenues over Expenditures:		319,019	110,601	105,729	2,615
<b>Other Increases in Fund Resources</b>					
391-393, 596	Debt Proceeds	-	-	-	-
397	Transfers-In	-	-	90,000	-
385	Special or Extraordinary Items	-	207,130	-	-
381, 382, 389, 395, 398	Other Resources	-	-	-	-
Total Other Increases in Fund Resources:		-	207,130	90,000	-
<b>Other Decreases in Fund Resources</b>					
594-595	Capital Expenditures	-	67,067	104,167	-
591-593, 599	Debt Service	-	-	-	-
597	Transfers-Out	330,000	-	-	2,615
585	Special or Extraordinary Items	-	-	-	-
581, 582, 589	Other Uses	-	-	-	-
Total Other Decreases in Fund Resources:		330,000	67,067	104,167	2,615
<b>Increase (Decrease) in Cash and Investments:</b>		<b>(10,981)</b>	<b>250,664</b>	<b>91,562</b>	<b>-</b>
<b>Ending Cash and Investments</b>					
50821	Nonspendable	-	-	-	51,243
50831	Restricted	916,520	-	-	-
50841	Committed	-	2,308,695	-	-
50851	Assigned	-	-	304,515	-
50891	Unassigned	-	-	-	-
<b>Total Ending Cash and Investments</b>		<b>916,520</b>	<b>2,308,695</b>	<b>304,515</b>	<b>51,243</b>

Rev	319,019	317,731	243,074	2,615
Exp.	330,000	67,067	151,512	2,615

The accompanying notes are an integral part of this statement.

**Town of Yarrow Point  
Fiduciary Fund Resources and Uses Arising from Cash Transactions  
For the Year Ended December 31, 2023**

		<u>Custodial</u>
308	Beginning Cash and Investments	-
388 & 588	Net Adjustments	-
310-390	Additions	2,233
510-590	Deductions	2,233
	Net Increase (Decrease) in Cash and Investments:	-
508	Ending Cash and Investments	-

*The accompanying notes are an integral part of this statement.*



**Town of Yarrow Point, Washington  
For the Fiscal Year Ended December 31, 2023**

**Note 1 - Summary of Significant Accounting Policies**

The Town of Yarrow Point was incorporated on June 30, 1959 and operates under the laws of the State of Washington applicable to a mayor-council form of government. The Town is a general-purpose local government and provides street maintenance/improvements, parks, a beach, a playground, a nature preserve, building permits and inspection services, and general administrative services. The Town provides police services through the City of Clyde Hill. The City of Bellevue provides fire and emergency services, as well as water and sewer services.

The Town reports financial activity in accordance with the *Cash Basis Budgeting, Accounting and Reporting System (BARS)* Manual prescribed by the State Auditor's Office under the authority of Washington State law, Chapter 43.09 RCW. This manual prescribes a financial reporting framework that differs from generally accepted accounting principles (GAAP) in the following manner:

- Financial transactions are recognized on a cash basis of accounting as described below.
- Component units are required to be disclosed but are not included in the financial statements.
- Government-wide statements, as defined in GAAP, are not presented.
- All funds are presented, rather than a focus on major funds.
- The *Schedule of Liabilities* is required to be presented with the financial statements as supplementary information.
- Supplementary information required by GAAP is not presented.
- Ending balances for proprietary and fiduciary funds are presented using classifications that are different from the ending net position classifications in GAAP.

A. Fund Accounting

Financial transactions of the government are reported in individual funds. Each fund uses a separate set of self-balancing accounts that comprises its cash and investments, revenues and expenditures. The government's resources are allocated to and accounted for in individual funds depending on their intended purpose. Each fund is reported as a separate column in the financial statements, except for fiduciary funds, which are presented by fund types. The total column is presented as "memo only" because any interfund activities are not eliminated. The following fund types are used:

GOVERNMENTAL FUND TYPES:

General Fund

This fund is the primary operating fund of the government. It accounts for all financial resources except those required or elected to be accounted for in another fund.

Special Revenue Funds

These funds account for specific revenue sources that are restricted or committed to expenditures for specified purposes of the government.

Capital Projects Funds

These funds account for financial resources which are restricted, committed, or assigned for the acquisition or construction of capital facilities or other capital assets.

#### Permanent Funds

These funds account for financial resources that are legally restricted to the extent that only earnings, and not principal, may be used for purposes that support programs for the benefit of the government or its citizenry.

#### PROPRIETARY FUND TYPES:

#### Enterprise Funds

These funds account for operations that provide goods or services to the general public and are supported primarily through user charges.

#### FIDUCIARY FUND TYPES:

Fiduciary funds account for assets held by the government in a trustee capacity or as a custodian on behalf of others.

#### Custodial Funds

These funds are used to account assets that the government holds on behalf of others in a custodial capacity.

#### B. Basis of Accounting and Measurement Focus

Financial statements are prepared using the cash basis of accounting and measurement focus. Revenues are recognized when cash is received, and expenditures are recognized when paid.

In accordance with state law the Town also recognizes expenditures paid during the Open Period after the close of the fiscal year for claims incurred during the previous period.

#### C. Cash and Investments

See Note 3 - *Deposits and Investments*.

#### D. Capital Assets

Capital assets are assets with an initial individual cost of more than \$7,500 and an estimated useful life in excess of five years. Capital assets and inventory are recorded as capital expenditures when purchased.

#### E. Compensated Absences

Vacation leave may be accumulated up to 240 hours and is payable upon separation or retirement. Sick leave may be accumulated up to 500 hours. Upon separation or retirement employees do receive payment for 30% of unused sick leave. Payments are recognized as expenditures when paid.

#### F. Restricted and Committed Portion of Ending Cash and Investments

Beginning and Ending Cash and Investments are reported as restricted or committed when it is subject to restrictions on use imposed by external parties or due to internal commitments established by the Town Council. When expenditures that meet restrictions are incurred, the Town intends to use the most restricted resources first.

Restrictions of Ending Cash and Investments consist of Real Estate Excise Tax and accumulated interest according to state law. These funds are restricted to Capital Improvement and had a balance as of December 31, 2023, of \$916,520.

See Note 5 – Other Disclosures for explanation of \$2,308,695 in committed funds as of December 31, 2023.

**Note 2 - Budget Compliance**

The Town adopted annual appropriated budgets for General, Street, Community Development, Capital Improvement, Current Year Capital, Stormwater, Wetherill Endowment, and Agency Remittance Funds. These budgets are appropriated at the fund level. The budget constitutes the legal authority for expenditures at that level. Annual appropriations for these funds lapse at the fiscal year end.

The Town Council amended the 2023 budget on December 12, 2023, by adopting Ordinance No. 742. The numbers below reflect these amended amounts.

Annual appropriated budgets are adopted on the same basis of accounting as used for financial reporting.

The appropriated and actual expenditures for the legally adopted/amended budgets were as follow:

Fund/Department	Final Appropriated	Actual Expenditure	Variance
001 - General Fund	\$ 1,695,500	\$ 1,632,020	\$ 63,480
101 - Street Fund	\$ 490,926	\$ 341,038	\$ 149,888
104 - Community Development	\$ 430,200	\$ 420,686	\$ 9,514
301 - Capital Improvement	\$ 330,000	\$ 330,000	\$ 0
311 - Current Year Capital	\$ 70,000	\$ 67,067	\$ 2,933
401 - Stormwater	\$ 187,708	\$ 151,512	\$ 36,196
701 - Wetherill Endowment	\$ 900	\$ 2,615	\$ (1,715)
631 - Agency Remittance	\$ 3,200	\$ 2,233	\$ 967

Budgeted amounts are authorized to be transferred between funds; however, any revisions that alter the total expenditures of a fund must be approved by Town Council.

**Note 3 – Deposits and Investments**

Investments are reported at face value. Deposits and investments by type at December 31, 2023 are as follows:

Type of deposit or investment	Town's own deposits and investments
Bank deposits (checking, savings, and petty cash)	\$ 155,090
Certificates of deposit	0
Local Government Investment Pool	\$ 6,747,984
<b>Total</b>	<b>\$ 6,903,074</b>

It is the Town's policy to invest all temporary cash surpluses. The interest on these investments is prorated to the appropriate funds.

Investments in the State Local Government Investment Pool (LGIP)

The Town is a voluntary participant in the Local Government Investment Pool, an external investment pool operated by the Washington State Treasurer. The pool is not rated and not registered with the SEC. Rather, oversight is provided by the State Finance Committee in accordance with Chapter 43.250 RCW. Investments in the LGIP are reported at amortized cost, which is the same as the value of the pool per share. The LGIP does not impose any restrictions on participant withdrawals.

The Office of the State Treasurer prepares a stand-alone financial report for the pool. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington 98504-0200, online at [www.tre.wa.gov](http://www.tre.wa.gov).

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in event of a failure of a depository financial institution, the Town of Yarrow Point would not be able to recover deposits or would not be able to recover collateral securities that are in the possession of an outside party. The Town's deposits are mostly covered by federal depository insurance (FDIC) or by collateral held in a multiple financial institution collateral pool by the Washington Public Deposit Protection Commission (PDPC).

All investments are insured, registered, or held by the Town of Yarrow Point or its agent in the government's name.

**Note 4 - Joint Ventures, Component Units and Related Parties**

A. Wetherill Nature Preserve

On July 1, 1988, the towns of Yarrow Point and Hunts Point accepted a donation of property to be known as the Wetherill Nature Preserve. The towns agreed to share equally the costs incurred in the maintenance and preservation of the property to the extent private donations are not available for that purpose. By agreement, the town of Yarrow Point administers the finances for the Preserve. For fiscal year 2023, the Town approved that \$10,000 be allocated for maintenance of the Preserve.

B. ARCH Housing Coalition

A Regional Coalition for Housing (ARCH) was created in 1992 through an interlocal agreement of several suburban governments in Eastside King County. ARCH helps establish a teamwork approach to solving local housing issues. ARCH is comprised of Eastside cities and King County.

ARCH is governed by an Executive Board composed of the chief executive officer from each agency. The Executive Board is responsible for review and approval of all budgetary, financial, policy, and contractual matters. The Board is assisted by an administrative staff and a Citizen Advisory Board.

Each member city/town is responsible for contributing operating revenues as determined from the ARCH annual budget. Contributions from the member cities/towns are based on each member's population. In 2023, the Town of Yarrow Point paid \$3484 to ARCH for operations and contributed \$6516 to ARCH's Housing Trust Fund for low-income housing on the Eastside. \$354 was also forwarded on to ARCH as a result of HB1406 collections.

Members withdrawing from the agreement relinquish all rights to any reserve funds, equipment, or material purchased. Upon dissolution, the agreement, as amended, provides for distribution of net position among the members based on percentage of the total annual contributions during the period of the Agreement paid by each member. The Town's share of the net position is deemed immaterial and thus is not reflected in the financial statement.

**Note 5 – Other Disclosures**  
Special or Extraordinary Item

On May 10, 2022, the Town Council passed Resolution No.362: A Resolution of the Town of Yarrow Point, Washington, Approving and Authorizing an Intergovernmental Disposition of Property Agreement with King County Water District Number 1. This agreement documented the dissolution of Water District #1, which resulted in the Town of Yarrow Point receiving a check in the amount of \$2,000,000. In 2023 a final check was received in the amount of \$195,697. These funds were receipted as a special or extraordinary item due to it being an unusual circumstance that is not likely to reoccur. The funds are earmarked for undergrounding utilities and streetlights per executed agreement. There were no funds expended in 2023, leaving a balance as of December 31, 2023 of \$2,308,695 in committed funds.

**Note 6 – Pension Plans**

A. State Sponsored Pension Plans

Substantially all Town full-time and qualifying part-time employees participate in the following statewide retirement systems administered by the Washington State Department of Retirement Systems (DRS), under cost-sharing, multiple-employer public employee defined benefit and defined contribution retirement plan PERS 2/3.

The State Legislature establishes, and amends, laws pertaining to the creation and administration of all public retirement systems.

The Department of Retirement Systems, a department within the primary government of the State of Washington, issues a publicly available Annual Comprehensive Financial Report (ACFR) that includes financial statements and required supplementary information for each plan.

Also, the DRS ACFR may be downloaded from the DRS website at [www.drs.wa.gov](http://www.drs.wa.gov).

At June 30, 2023, the Town’s proportionate share of the collective net pension liabilities, as reported on the Schedule of Liabilities, was as follows:

Plan	Employer Contributions	Allocation %	Liability (Asset)
PERS 1	10,883	0.001597%	36,455
PERS 2/3	18,082	0.002057%	(84,310)

**Note 7 - Property Tax**

The county treasurer acts as an agent to collect property tax levied in the county for all taxing authorities. Collections are distributed throughout each month.

Property Tax Calendar	
January 1	Tax is levied and becomes an enforceable lien against the properties
February 14	Tax bills are mailed
April 30	First of two equal installment payments are due
May 31	Assessed value of property established for next year’s levy at 100% of market value
October 31	Second installment is due

Property tax revenues are recognized when cash is received by the Town. Delinquent taxes are considered fully collectible because a lien affixes to the property after tax is levied.

The Town's regular levy for the year 2023 was \$0.2967 per \$1,000 on an assessed valuation of \$2,255,528,223 for a total regular levy of \$669,215.

### **Note 8 – Risk Management**

Yarrow Point is a member of the Washington Cities Insurance Authority (WCIA). Utilizing Chapter 48.62 RCW (self-insurance regulation) and Chapter 39.34 RCW (Interlocal Cooperation Act), nine cities originally formed WCIA on January 1, 1981. WCIA was created for the purpose of providing a pooling mechanism for jointly purchasing insurance, jointly self-insuring, and / or jointly contracting for risk management services. WCIA has a total of 169 members.

New members initially contract for a three-year term, and thereafter automatically renew on an annual basis. A one-year withdrawal notice is required before membership can be terminated. Termination does not relieve a former member from its unresolved loss history incurred during membership.

Liability coverage is written on an occurrence basis, without deductibles. Coverage includes general, automobile, police, errors or omissions, stop gap, employment practices, prior wrongful acts, and employee benefits liability. Limits are \$4 million per occurrence in the self-insured layer, and \$16 million in limits above the self-insured layer is provided by reinsurance. Total limits are \$20 million per occurrence subject to aggregates and sublimits. The Board of Directors determines the limits and terms of coverage annually.

All Members are provided a separate cyber risk policy and premises pollution liability coverage group purchased by WCIA. The cyber risk policy provides coverage and separate limits for security & privacy, event management, and cyber extortion, with limits up to \$1 million and subject to member deductibles, sublimits, and a \$5 million pool aggregate. Premises pollution liability provides Members with a \$2 million incident limit and \$10 million pool aggregate subject to a \$100,000 per incident Member deductible.

Insurance for property, automobile physical damage, fidelity, inland marine, and equipment breakdown coverage are purchased on a group basis. Various deductibles apply by type of coverage. Property coverage is self-funded from the members' deductible to \$1,000,000, for all perils other than flood and earthquake, and insured above that to \$400 million per occurrence subject to aggregates and sublimits. Automobile physical damage coverage is self-funded from the members' deductible to \$250,000 and insured above that to \$100 million per occurrence subject to aggregates and sublimits.

In-house services include risk management consultation, loss control field services, and claims and litigation administration. WCIA contracts for certain claims investigations, consultants for personnel and land use issues, insurance brokerage, actuarial, and lobbyist services.

WCIA is fully funded by its members, who make annual assessments on a prospectively rated basis, as determined by an outside, independent actuary. The assessment covers loss, loss adjustment, reinsurance and other administrative expenses. As outlined in the interlocal, WCIA retains the right to additionally assess the membership for any funding shortfall.

An investment committee, using investment brokers, produces additional revenue by investment of WCIA's assets in financial instruments which comply with all State guidelines.

A Board of Directors governs WCIA, which is comprised of one designated representative from each member. The Board elects an Executive Committee and appoints a Treasurer to provide

general policy direction for the organization. The WCIA Executive Director reports to the Executive Committee and is responsible for conducting the day-to-day operations of WCIA.

#### **Note 9 – Health & Welfare**

The Town of Yarrow Point is a member of the Association of Washington Cities Employee Benefit Trust Health Care Program (AWC Trust HCP). Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, form together or join a pool or organization for the joint purchasing of insurance, and/or joint self-insurance, to the same extent that they may individually purchase insurance or self-insure.

An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act. The AWC Trust HCP was formed on January 1, 2014, when participating cities, towns, and non-city entities of the AWC Employee Benefit Trust in the State of Washington joined together by signing an Interlocal Governmental Agreement to jointly self-insure certain health benefit plans and programs for participating employees, their covered dependents and other beneficiaries through a designated account within the Trust.

As of December 31, 2023, 264 cities/towns/non-city entities participate in the AWC Trust HCP.

The AWC Trust HCP allows members to establish a program of joint insurance and provides health and welfare services to all participating members.

In April 2020, the Board of Trustees adopted a large employer policy, requiring newly enrolling groups with 600 or more employees to submit medical claims experience data in order to receive a quote for medical coverage. Outside of this, the AWC Trust HCP pools claims without regard to individual member experience. The pool is actuarially rated each year with the assumption of projected claims run out for all current members.

The AWC Trust HCP includes medical, dental and vision insurance through the following carriers: Kaiser Foundation Health Plan of Washington, Kaiser Foundation Health Plan of Washington Options, Inc., Regence BlueShield, Asuris Northwest Health, Delta Dental of Washington, Willamette Dental Group, and Vision Service Plan. Eligible members are cities and towns within the state of Washington. Non-city entities (public agency, public corporation, intergovernmental agency, or political subdivision within the state of Washington) are eligible to apply for coverage into the AWC Trust HCP, submitting application to the Board of Trustees for review as required in the Trust Agreement.

Participating employers pay monthly premiums to the AWC Trust HCP. The AWC Trust HCP is responsible for payment of all covered claims. In 2023, the AWC Trust HCP purchased stop loss insurance for Regence/Asuris and Kaiser plans at an Individual Stop Loss (ISL) of \$2 million through United States Fire Insurance Company. The aggregate policy is for 200% of expected medical claims.

Participating employers contract to remain in the AWC Trust HCP for a minimum of three years. Participating employers with over 250 employees must provide written notice of termination of all coverage a minimum of 12 months in advance of the termination date, and participating employers with under 250 employees must provide written notice of termination of all coverage a minimum of 6 months in advance of termination date. When all coverage is being terminated, termination will only occur on December 31. Participating employers terminating a group or line of coverage must notify the AWC Trust HCP a minimum of 60 days prior to termination. A participating employer's termination will not obligate that member to past debts, or further contributions to the AWC Trust HCP. Similarly, the terminating member forfeits all rights and interest to the AWC Trust HCP Account.

The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Board of Trustees is comprised of four regionally elected officials from Trust member cities or towns, the Employee Benefit Advisory Committee Chair and Vice Chair, and two appointed individuals from the AWC Board of Directors, who are from Trust member cities or towns. The Trustees or its appointed delegates review and analyze Health Care Program related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW. The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110-WAC.

The accounting records of the AWC Trust HCP are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The AWC Trust HCP also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). In 2018, the retiree medical plan subsidy was eliminated, and is noted as such in the report for the fiscal year ending December 31, 2018. Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. The audit report for the AWC Trust HCP is available from the Washington State Auditor's office.



# State Treasurer Distributions Check

Entity: Town of Yarrow Point

Year: 2023

Account	Account Name	Fund No.	Amount	State Amount	Difference
3131100	Local Retail Sales and Use Tax	001	326,948		
		<b>Total:</b>	<b>326,948</b>	<b>326,948</b>	<b>0</b>
3132700	Affordable and Supportive Housing Sales and Use Tax	001	2,800		
		<b>Total:</b>	<b>2,800</b>	<b>2,800</b>	<b>0</b>
3137100	Criminal Justice Sales and Use Tax	001	41,230		
		<b>Total:</b>	<b>41,230</b>	<b>41,230</b>	<b>0</b>
3360071	Multimodal Transportation - Cities	101	1,461		
		<b>Total:</b>	<b>1,461</b>	<b>1,461</b>	<b>0</b>
3360087	Motor Vehicle Fuel Tax - City Streets	101	20,831		
		<b>Total:</b>	<b>20,831</b>	<b>20,831</b>	<b>0</b>
3360621	Criminal Justice - Violent Crimes/Population	001	1,000		
		<b>Total:</b>	<b>1,000</b>	<b>1,000</b>	<b>0</b>
3360625	Criminal Justice - Contracted Services	001	2,395		
		<b>Total:</b>	<b>2,395</b>	<b>2,395</b>	<b>0</b>

# State Treasurer Distributions Check

Entity: Town of Yarrow Point

Year: 2023

3360626	Criminal Justice - Special Programs	001	1,436		
		<b>Total:</b>	<b>1,436</b>	<b>1,436</b>	<b>0</b>
3360642	Marijuana Excise Tax Distribution	001	1,790		
		<b>Total:</b>	<b>1,790</b>	<b>1,790</b>	<b>0</b>
3360651	DUI and Other Criminal Justice Assistance	001	78		
		<b>Total:</b>	<b>78</b>	<b>78</b>	<b>0</b>
3360694	Liquor/Beer Excise Tax	001	7,888		
		<b>Total:</b>	<b>7,888</b>	<b>7,888</b>	<b>0</b>
3360695	Liquor Control Board Profits	001	8,602		
		<b>Total:</b>	<b>8,602</b>	<b>8,602</b>	<b>0</b>
<b>Grand Total:</b>			<b>416,459</b>	<b>416,459</b>	<b>0</b>

**Town of Yarrow Point**  
**Interfund Activity (unaudited)**  
**For Fiscal Year ended December 31, 2023**

	BASUB	BARS Name	Fund Number	Fund Name	Revenue	Expenditure	Variance
397/597							
	397	Transfers-In	001	General	125,060	0	
	397	Transfers-In	101	Street Fund	240,000	0	
	397	Transfers-In	401	Stormwater Fund	90,000	0	
	597	Transfers-Out	001	General	0	122,445	
	597	Transfers-Out	301	Capital Improvement Fund 1	0	330,000	
	597	Transfers-Out	701	Wetherill Endowment Fund	0	2,615	
				<b>Sub-total:</b>	<b>455,060</b>	<b>455,060</b>	<b>0</b>
				<b>Grand total:</b>	<b>455,060</b>	<b>455,060</b>	<b>0</b>

Town of Yarrow Point  
**SCHEDULE SUMMARY OF BANK RECONCILIATION**  
 For the Fiscal Year ended December 31, 2023

[CASH BARS Schedule 06 Instructions Link](#)

Schedule 6

FROM BANK STATEMENTS						
Bank & Investment Account name  (1)	Beginning Bank Balance  (2)	Deposits		Withdrawals		Ending Bank Balance  (7)
		Receipts  (3)	Inter-bank transfers In  (4)	Disbursements  (5)	Inter-bank transfers out  (6)	
Banner Bank Checking 7417	\$ 119,387	\$ 2,131,589	\$ 400,900	\$ 2,497,534	\$ -	\$ 154,341
Banner Bank Savings 7712	\$ 500	\$ 0	\$ -	\$ -	\$ -	\$ 500
Local Govt Investment Pool	\$ 6,401,870	\$ 746,113	\$ -	\$ -	\$ 400,000	\$ 6,747,983
Petty Cash	\$ 644	\$ 505	\$ -	\$ -	\$ 900	\$ 249
<b>Bank Totals</b>	<b>\$ 6,522,401</b>	<b>\$ 2,878,207</b>	<b>\$ 400,900</b>	<b>\$ 2,497,534</b>	<b>\$ 400,900</b>	<b>\$ 6,903,074</b>

RECONCILING ITEMS						
Beginning Deposits in Transit (8)	\$ 505	-				
Year-end Deposits in Transit (9)		\$ 11				\$ 11
Beginning Outstanding & Open Period Items (10)	\$ (82,915)			\$ (82,915)		
Year-end Outstanding & Open Period Items (11)				\$ 122,182		\$ (122,182)
NSF Checks (12)		\$ -		-		
Cancellation of unredeemed checks/warrants (13)		\$ -				
Interfund transactions (14)		\$ 455,060		\$ 455,060		
Netted Transactions (15)		\$ -		\$ -		
Authorized balance of revolving, petty cash and change funds (16)	\$ -					\$ -
Other Reconciling Items, net (17)	+ / -	+ / -		+ / -		+ / -
<b>Reconciling Items Totals</b>	<b>\$ (82,410)</b>	<b>\$ 455,071</b>		<b>\$ 494,327</b>		<b>\$ (122,171)</b>

FROM GENERAL LEDGER					
	Beginning Cash & Investment Balance	Revenues & Other Increases		Expenditures & Other Decreases	Ending Cash & Investment Balance
	(19)	(20)		(21)	(22)
<b>C4/C5 or Trial Balance Totals (18)</b>	<b>\$ 6,440,009</b>	<b>\$ 3,292,768</b>		<b>\$ 2,951,865</b>	<b>\$ 6,780,903</b>

**Town of Yarrow Point  
Schedule of Liabilities  
For the Year Ended December 31, 2023**

ID. No.	Description	Due Date	Beginning Balance	Additions	Reductions	Ending Balance
<b>Revenue and Other (non G.O.) Debt/Liabilities</b>						
259.12	Compensated Absenses		30,116	6,458	-	36,574
264.30	Pension Liabilities		42,462	-	6,007	36,455
<b>Total Revenue and Other (non G.O.) Debt/Liabilities:</b>			<b>72,578</b>	<b>6,458</b>	<b>6,007</b>	<b>73,029</b>
<b>Total Liabilities:</b>			<b>72,578</b>	<b>6,458</b>	<b>6,007</b>	<b>73,029</b>

**Town of Yarrow Point  
 Schedule of Expenditures of State Financial Assistance  
 For the Year Ended December 31, 2023**

State Agency Name	Program Title	Identification Number	Total
Capital Contributions - State Grant from Secretary of State	Local Records Grant	G-7609	592
		<b>Sub-Total:</b>	<b>592</b>
State Grant from Department of Commerce	Comprehensive Plan Grant	23-63210-029	50,000
		<b>Sub-Total:</b>	<b>50,000</b>
		<b>Total State Grants Expended:</b>	<b>50,592</b>

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

10.3  
April 09, 2024

<b>Comprehensive Plan</b>	<b>Proposed Council Action:</b> Discussion and Vote on Plan Schedule
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<b>Presented by:</b>	Town Planner
<b>Exhibits:</b>	Tribal Planning Chapter Transportation Chapter Climate Planning and Resilience Chapter Parks Recreation and Open Space Chapter. (These chapters have not incorporated the most recent round of feedback - Text pre-dates compiled draft version sent to council on March 28th)

**Summary:**

The Comprehensive Plan (“Plan”) of Yarrow Point is a strategic policy framework that guides future growth and development. The plan generally outlines how the Town will handle population growth, environmental factors, and ensures that essential services and facilities are provided to meet the community's needs for the next 20 years. The Plan is reviewed and updated every 10 years as part of a state mandatory process.

At the March 2024 Council meeting, Town Council directed Staff to prepare a compiled text version of the Plan (Compiled Plan) to date. The Compiled Plan was sent to the Town Council and Planning Commissioners on March 28th.

A complete version of the draft Plan that includes all of the graphics and maps is being compiled and will be presented at the June Council meeting.

Separately, the current draft Plan has a preliminary vision statement drafted by Staff. At the February Council meeting, Town Council discussed the option of drafting an updated Town Vision statement. The resulting Town Council direction was for a resident committee to prepare a new vision statement for Town Council’s consideration. This vision can be integrated into the introduction chapter of the Plan ahead of its adoption in December of 2024.

**Staff recommends that the plan update process continues as follows:**

- Staff will incorporate the latest round of feedback from Town Council and Planning Commission received by April 16<sup>th</sup> into the Plan.
  
- At the Planning Commission Review:
  - Staff will present the Housing, Land Use, Utilities, and Capital facilities chapters with graphics in April.
  
  - A Full draft of the Plan with graphics will be presented in May.
  
- Council Review:
  - Staff will continue to provide staff reports of chapters including graphics and maps, while updating the text to reflect feedback received on the full text document.
  
  - At the April meeting, Staff provided the Tribal Planning Chapter, Transportation Chapter, Climate Planning and Resilience Chapter, and the Parks Recreation and Open Space Chapter. These chapters have not incorporated the most recent round of feedback.
  
  - At the May meeting, Staff will provide the Housing, Land Use, Utilities, and Capital facilities chapters.
  
  - At the June meeting, Staff will present a full draft of the Plan with graphics.
  
  - The draft Plan will be sent to the Department of Commerce as a required grant deliverable by the June 15<sup>th</sup> deadline. (Note that this is for the grant deliverable, not for the full compliance review)



- Between June and December 2024
  - Staff will work with the Town Council to review and revise the Plan and finalize it so that it may be adopted by December of 2024.
  - Town Council will work with Staff to craft a concise vision statement to incorporate into the comprehensive plan.
  - The Plan will go through review by the Puget Sound Regional Council, Department of Commerce, and will require a non-project action SEPA.
  - Final adoption of the Plan to occur by end of December 2024

**Recommended Action:**

I move to direct staff to continue the comprehensive plan update process and schedule as proposed.

## 3. Tribal Planning

### 3.1 Introduction

The Tribal Planning Chapter for Yarrow Point acknowledges Indigenous peoples' historical and contemporary presence in the region. The purpose of this chapter is to recognize the sovereignty, culture, and rights of Tribal Nations; and to foster meaningful engagement and collaboration between Yarrow Point and local Tribes. The chapter aims to prepare for Tribal perspectives, knowledge, and values to integrate into the town's planning processes to promote respect for the original inhabitants' land, water, and cultural heritage.

#### *Key Definitions*

**Federally Recognized Tribe:** Tribes and groups have a special, legal relationship with the U.S. government.

**Ceded Land:** Lands that tribes have agreed with the United States federal government to cease to own or occupy in exchange for monies, goods, and services as agreed upon in the treaty.

#### **Mutual Memorandum of Understanding:**

A framework to allow the parties to work collaboratively to accomplish mutual goals, further

common interests, and effectively respond to the increasing suite of challenges facing the communities, landscapes, natural resources, and cultural resources.

#### *Planning Context*

State law mandates that cities and counties within the Puget Sound region develop comprehensive plans consistent with the multicounty planning policies outlined in VISION 2050 overseen by the PSRC, to ensure that regional environmental and land use goals are aligned. MPP-RC-4 is a significant policy in VISION 2050, emphasizing the importance of collaborating with Native Tribes during the planning process and recognizing their interests, potential benefits, and impacts.

In accordance with RCW 36.70A.040, municipalities within King County are required to consider federally recognized Indian tribes with ceded lands within their boundaries in their planning efforts. Yarrow Point is situated on ceded Muckleshoot Tribe land, and as such, must initiate a collaborative planning process if the Muckleshoot Tribe expresses intent

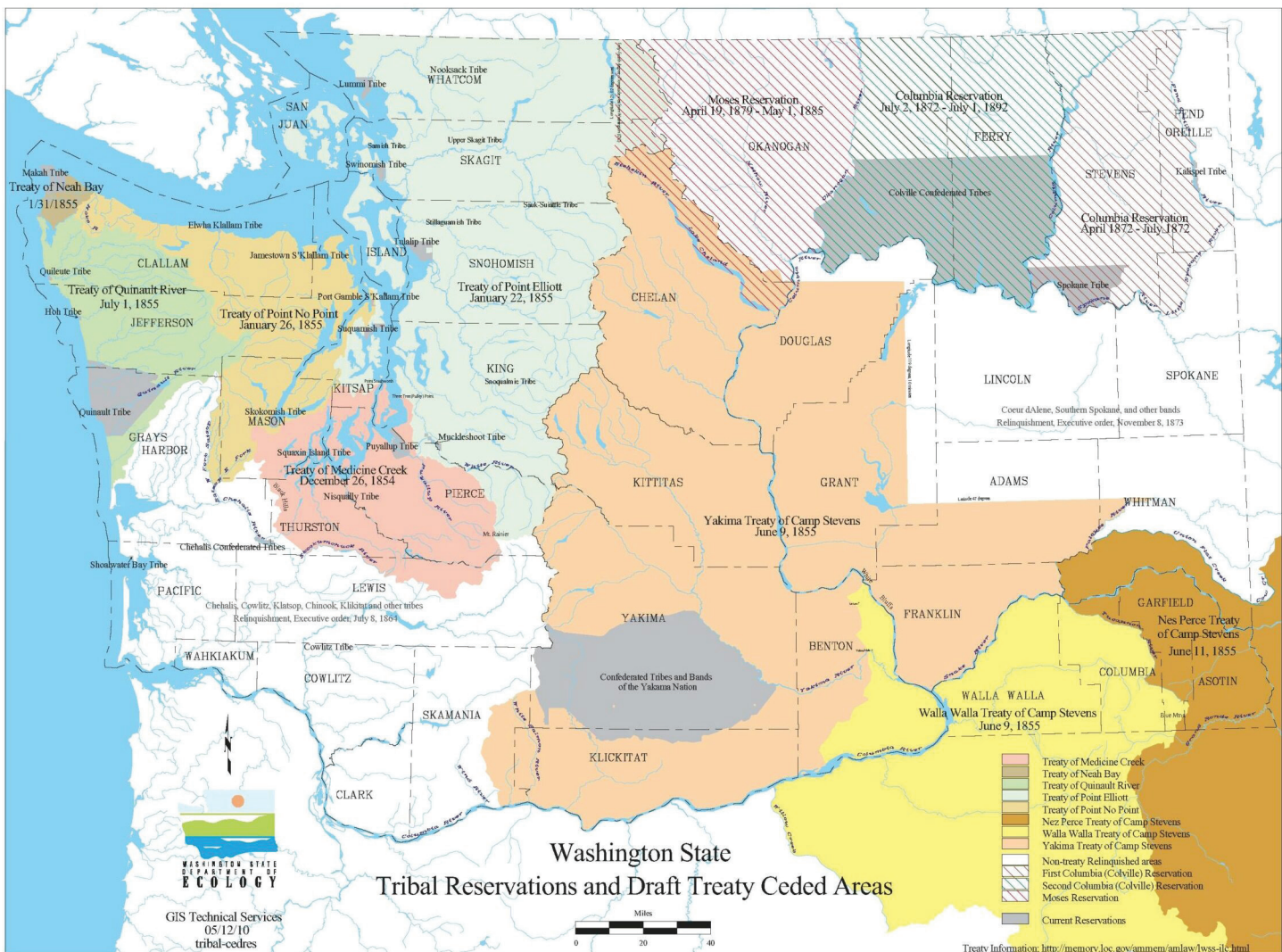


Figure 25. Tribal Reservations and Ceded Lands in Washington, Courtesy of Washington Department of Ecology

to participate. Yarrow Point's municipal may also consider a notification and collaboration process for Tribal involvement in future planning efforts, reflecting the legal requirements and ensuring inclusivity.

The respective chapters of the document

appropriately address supplementary tribal considerations concerning the environment, encompassing critical areas concerns and potential land use considerations. It should be noted that Yarrow Point is largely limited in development potential and significant environmental considerations due to its size and geography.

## 3.2 Tribal Land Acknowledgment

Yarrow Point acknowledges that it is located on the traditional territories of the federally recognized tribes most connected to the greater Seattle area include Suquamish, Tulalip, Snoqualmie, and Muckleshoot. This section is a formal acknowledgment that recognizes the historical and ongoing presence of these Tribes and their enduring connections to the land.

We, the community of Yarrow Point, humbly acknowledge that the land on which we reside and gather is the traditional territory of the Muckleshoot Tribe. We recognize and honor the Muckleshoot people, who have lived on these lands since time immemorial and continue to steward and protect their ancestral homelands.

We acknowledge that our presence here is possible because of the sacrifices and resilience of the Muckleshoot people, who have maintained their connection to this land, waterways, and sacred sites for countless generations. Their profound knowledge and wisdom have shaped the landscape and enriched its biodiversity, and

their cultural contributions have enriched the fabric of our community.

As we move forward, we pledge to promote inclusive and respectful partnerships with the Muckleshoot Tribe, engaging in meaningful consultations and honoring their traditional knowledge and values in our planning processes. Together, we strive to foster mutual understanding, environmental stewardship, and cultural preservation, as we create a more just, sustainable, and harmonious community for all who call Yarrow Point home.

### 3.3 Tribal Planning Goals and Policies

**Goal 1:** Ensure the Muckleshoot Tribe is able to participate effectively in Yarrow Point's planning process, should they express interest.

- **Policy 1.1:** Yarrow Point shall engage in good faith efforts to reflect the requirements of RCW 36.70A.040 and collaborate with the Muckleshoot Tribe's presence and potential coordination efforts within the municipal boundaries.
- **Policy 1.2:** Yarrow Point shall initiate a parallel planning process with the Muckleshoot Tribe upon receipt of notification indicating the Tribe's interest in participating (RCW 36.70A.040(8)(a)). The parallel planning process shall aim to create a mutually beneficial planning document that considers the interests of both Yarrow Point and the Muckleshoot Tribe.
- **Policy 1.3:** Yarrow Point shall establish a notification process to inform the Muckleshoot Tribe of upcoming planning efforts that may impact their ceded lands. The notification process shall include a timeline for Tribe input and a clear explanation of the potential impact on the Tribe's cultural, environmental, and economic resources.
- **Policy 1.4:** Should the Muckleshoot Tribe show interest in participating in Yarrow Point's planning process, allow for coordination between the Town's climate change planning efforts and tribal efforts.

**Goal 2:** Ensure the effective and efficient coordination between Yarrow Point and the Muckleshoot Tribe in coordinated planning efforts if the tribe should express interest.

- **Policy 2.1:** Yarrow Point shall finalize a mutual memorandum of understanding (MOU) with the Muckleshoot Tribe that outlines both parties' coordination efforts and commitments. The MOU shall address data sharing, decision-making, and dispute resolution issues, and shall be reviewed and updated as necessary throughout the planning process.
- **Policy 2.1:** Yarrow Point shall provide resources and support to enable effective participation by the Muckleshoot Tribe in the planning process. This includes providing access to data, information, and technical assistance, as well as ensuring that the process is culturally appropriate and respectful of the Tribe's sovereignty.

# 5. Transportation

## 5.1 Introduction

### *Purpose*

The purpose of the Transportation Element within the Comprehensive Plan for the Town of Yarrow Point is to outline a set of goals and policies that will direct the development of surface transportation. This directive is in alignment with the overarching aims of the Comprehensive Plan, ensuring a unified approach to urban development.

The Transportation Element is linked with several other components of the Comprehensive Plan. It covers a broad range of topics including roadway classifications, level of service standards, and the incorporation of transit and non-motorized modes of travel.

This Element addresses existing and future land use and travel patterns, laying out a framework for future travel projections. It covers strategies for transportation system improvements, financing avenues, and concurrency management. The foundation of the Element is its technical basis, which informs the development of the transportation system and guides the implementation of existing and future transportation improvement projects and facilities.



Figure 32. Yarrow Point Road Roundabout (Smith, 2023)

These are all steered by the transportation goals and policies set forth in the Comprehensive Plan.

### *Planning Context*

Transportation planning at state, county, and local levels is guided by the Growth Management Act (GMA). This act specifies the requirements for the development of the transportation element within a Comprehensive Plan and necessitates a close alignment with the land use element. As per the

GMA (RCW 36.70A.070 (6)), the transportation element must include:

- An inventory of transportation facilities categorized by mode of transport.
- An assessment of the level of service to determine the existing and future operating conditions of these facilities.
- Proposals for actions to address deficiencies in these facilities.
- Traffic forecasts based on planned future land use.
- Identification of infrastructure needs for current and future demands.
- A funding analysis for necessary improvements, including potential additional funding sources.
- Details of intergovernmental coordination efforts.

- The identification of demand management strategies, as available

Under the GMA, local governments and agencies are required to annually prepare and adopt six-year Transportation Improvement Programs (TIPs). These programs must align with the transportation element of the local comprehensive plan and be consistent with other state and regional plans and policies.

The Washington Transportation Plan (WTP) outlines the state's strategy for budgeting and implementing improvements over a 20-year planning horizon. It includes an overview of the current conditions of the statewide transportation system and an assessment



Figure 33. Yarrow Point Sign on Points Dr NE (Smith, 2023)

of future transportation investment needs. The policy framework of the WTP sets the direction for meeting these future needs.

### ***Puget Sound Regional Council (PSRC)***

The PSRC, as the Regional Transportation Planning Organization, covers King, Snohomish, Pierce, and Kitsap counties. It works in tandem with local jurisdictions to establish regional transportation guidelines and principles. The PSRC also ensures that the transportation-related provisions within local jurisdictions' comprehensive plans are consistent with the Regional Transportation Plan and adhere to GMA requirements.



Figure 34. King County Metro Infrastructure (Smith, 2023)

VISION 2050 is the regional growth plan extending to the year 2050. Central to this plan are Multi-county Planning Policies, aimed at achieving the Regional Growth Strategy and addressing region-wide issues in a collaborative and equitable manner. These policies focus on:

- The maintenance, management, and safety of the existing transportation system.
- Supporting the regional growth strategy by developing an efficient multimodal transportation network connecting centers.
- Investing in transportation systems that offer greater options, mobility, and access in support of the regional growth strategy.

### ***King County***

King County's approach to urban development emphasizes the creation of walkable, compact, and transit-oriented communities, along with the development of industrial areas harboring significant employment concentrations. As articulated in the Countywide Planning Policies (CPPs), these communities comprise Urban Centers and Manufacturing/Industrial Centers that are designated at the county level, as well as locally designated centers. A pivotal aspect of the CPPs is the development of an efficient transportation system. This system is envisioned to offer diverse



options for the movement of people and goods, facilitating connectivity within and among these varied centers.

The goals and policies presented in this chapter are an extension of the foundational work laid out in the 1992 King County Countywide Planning Policies and are further aligned with the Multicounty Planning Policies encapsulated in VISION 2050, developed by the Puget Sound Regional Council. These policies collectively underpin a comprehensive approach to regional development and transportation planning.

Central to King County's regional vision is the presence of an integrated, multimodal transportation system. This system is characterized by a focus on:

- An integrated, multimodal transportation system that aligns with regional growth objectives, ensures efficient movement of people and goods, and upholds long-term environmental and functional sustainability.
- A thoughtfully designed and managed transportation network that safeguards public investments, fosters equitable access, enhances mobility, and prioritizes public health and safety while maximizing efficiency.
- A cohesive and comprehensive transportation system facilitating effective and efficient transit of people and goods within the region and to areas beyond.



Figure 35. King County Metro Infrastructure (Smith, 2023)



Figure 36. Pedestrian Directions to Transit (Smith, 2023)

## 5.2 Road System

In Yarrow Point, every street is assigned a specific functional classification. This classification depends on several factors: the nature of trips occurring on the street, its original design purpose, and the level of traffic volume it handles. These classifications reflect the different stages and purposes of a trip, with certain roadways focusing on mobility while others prioritize access to adjacent land uses.

**State Highway:** Characterized as a multi-lane, high-speed, high-capacity road, state highways are designed exclusively for motorized traffic. Access is strictly controlled through interchanges, and road crossings are grade-separated. This includes SR-520,

a state route maintained by the Washington Department of Transportation. This roadway is included in the functional class map for context, but is not part of Town-operated services and would not be included in any forthcoming Level of Service standards.

**Collector Arterial:** These roads connect various centers within the community and accommodate some through traffic while offering greater access to properties along them. Collector arterials link with other arterial and collector roads, serving areas like neighborhood shopping centers and schools. The provision for on-street parking varies.



Figure 37. Freeway 520 Ramp (Smith, 2023)



Figure 38. NE 40th St (Smith, 2023)

While their dominant function is to facilitate through traffic, they also accommodate local traffic with destinations along the corridor. Local and commuter bus routes often use these roads, which usually include sidewalks and sometimes separate bicycle facilities. In Yarrow Point, the portion of 92nd Avenue starting at the roundabout and heading south is considered a Collector Arterial: connecting Yarrow Point to destinations in Clyde Hill and other nearby jurisdictions. .

**Collector:** Serving a dual function of mobility and land access, collectors connect residential neighborhoods and activity centers. They provide high property access within localized areas, collecting vehicular trips from local streets and distributing them to higher-classification streets. Collectors offer direct services to residential areas, local parks, churches, and similar land uses. They are typically narrower than arterials, often being two lanes wide with stop sign control. Local bus routes frequently use these streets, which usually have sidewalks on at least one side.

**Local Access:** Primarily intended to provide access to residences, these roads are often short, narrow,

and designed for low speeds. They are generally not suitable for buses and often lack sidewalks. Cul-de-sacs fall under this category. In Yarrow Point, any Town-owned street not designated as an arterial or a collector is classified as a local access street, constituting the majority of the town's roadway mileage.

**Private Lanes:** Private Lanes are also not part of the transportation system operated by the Town, but offer key connections to households in Yarrow Point. These roads are often similar to Local Access roads in form and function, but are owned and operated by private residents who use the road to connect to the Town's network. These roads may have a limited level of support for their users compared to local access streets.

This classification system allows for a structured and efficient approach to understanding the roles and capacities of each street within the broader network.

### *Existing Conditions*

The original street system of Yarrow Point was established with the replat of Yarrow in 1913,

comprising key streets such as 91st Avenue NE, 92nd Avenue NE, 94th Avenue NE, 95th Avenue NE, Points Drive, NE 40th, NE 42nd, and NE 47th Streets. Post-incorporation, NE 36th Street, NE 37th Place, and NE 41st Street were integrated into the public street system through separate subdivisions. Presently, the public streets in Yarrow Point cumulatively extend over a total length of 4.32 miles.

Originally, these streets were designed with right-of-way widths of 40, 50, and 60 feet. Given the limited size of parcels available for subdivision at the time of incorporation and anticipating low traffic levels, a consensus was reached favoring narrower streets for the residential neighborhood. Consequently, the adopted standard was a 40-foot wide right-of-way with a 25-foot wide paved surface, excluding formal sidewalks.

### ***Street Classifications***

**Local Collectors:** These streets, namely 92nd Ave NE (north of the roundabout), and Points Drive (west of 92nd Ave NE), along with NE 40th, are designated as local collectors. They provide routes for traffic headed outside of the town, facilitating east/west connectivity.



Figure 39. 94th Ave NE (Smith, 2023)

**Local Access:** These streets offer direct access for local traffic, dispersing onto collector streets. When 92nd Ave NE crosses the point and becomes 95th Ave, it narrows considerably and loses a sidewalk – marking a distinct change from Local Collector to Local Access.

**Private Lanes:** Privately created and maintained, these lanes typically serve three or more residences. Initially allowed due to the unavailability of sufficient land for a 40-foot right-of-way, these private lanes are narrower and may not feature the same level of support for active modes of transportation such as sidewalks or shared lane markings.

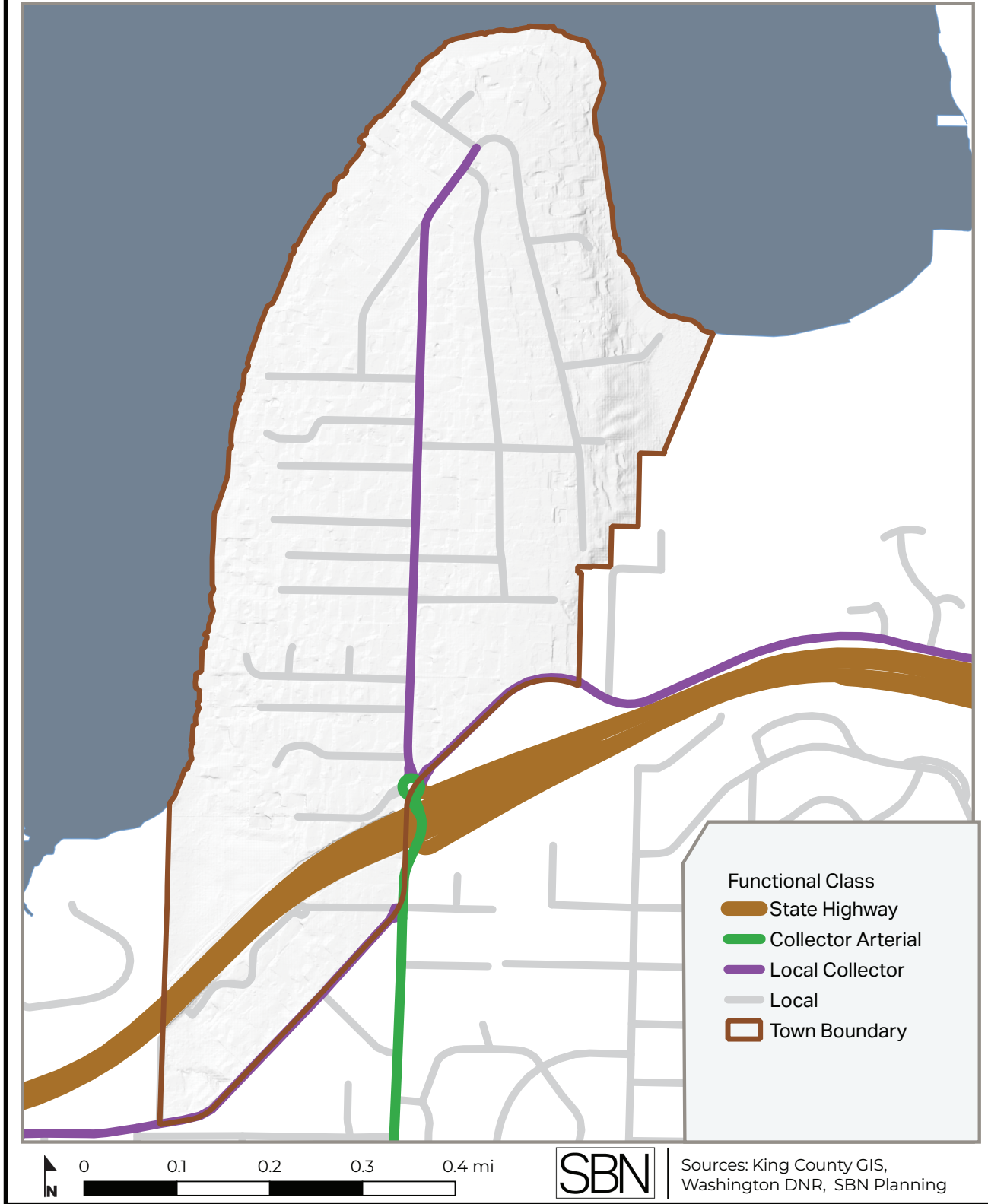


Figure 40. Road Classifications (SBN, 2024)

## State Route 520 (SR-520)

SR 520 crosses Yarrow Point in an east-west direction, serving as a crucial access point for residents and component of the regional network connecting the eastside to Seattle. Yarrow Point has been actively involved with neighboring jurisdictions and the Washington State Department of Transportation in shaping design guidelines for the expanded SR-520 corridor. The expansion project, which commenced in 2011 and substantially completed in 2015, includes several enhancements:

- A lid over the 92 Ave NE/SR-520 intersection, which bridges neighborhoods north and south of the corridor while creating new public spaces.
- The introduction of dedicated bus/HOV lanes.
- Establishment of a new transit drop-off point.
- A new roundabout configuration at the SR-520 eastbound exit on 92nd Avenue NE.

A new roundabout configuration at the SR-520 eastbound exit on 92nd Avenue NE.

While the expansion has led to increased noise levels, this issue has been partially addressed through the construction of noise walls along the corridor.



Figure 41. Ramp Barrier Toward SR-520 (Smith, 2023)

The replacement of the pontoons on SR-520, completed in 2017, supports the addition of a retrofit light rail line in the future. There are currently no plans to build a light rail line across SR-520. In the future, funding and public engagement may support additional light rail expansion beyond the current ST3 expansion measure. If approved, SR-520 will become a high capacity transit route and support a significant increase in trips per day through Yarrow Point and the surrounding area.

## Transit

Yarrow Point benefits from express and regional bus services, including Sound Transit express routes 542, 545, and 556, which utilize the Evergreen Point Park and Ride. These routes provide crucial connections for passengers to major urban centers in the region, including the Clyde Hill/Yarrow Point Freeway Station, managed by King County Metro and located at 92nd Ave. NE overpass of SR-520, offers residents of Yarrow Point numerous bus connections to the major transit hubs in the region.

The ongoing provision of public transportation services by King County Metro Transit is a vital component of a balanced circulation system within the Town. Lines including the 255, 257, 311, 982, and 986 support local access to major employment centers, education, and local services in Seattle, Kirkland, and Bellevue. The Evergreen Point Park & Ride and the South Kirkland Park and Ride are key transit resources for the community. Yarrow Point is committed to promoting transit use by focusing on improvements that facilitate multimodal access to transit facilities.

Considering the town's development pattern, which



Figure 42. State Route 520 Bus Sign (Smith, 2023)

primarily features relatively low-density, single-family residencies, significant increases in transit service may not be justified in the near future. As the land use and housing characteristics change in response to middle housing and accessory dwelling unit policies passed by the State, the demand and utility of transit may increase in the Town. In any case, maintaining and enhancing existing services is essential to meet the current and future transportation needs of Yarrow Point residents, supporting a connected and accessible community.

## ***Nearby Air Facilities***

Yarrow Point does not host any air transportation facilities. This absence is attributed to several factors including geographic constraints, the preservation of community character, and the lack of a demonstrated need for such facilities. In line with these considerations, the comprehensive plan for the Town of Yarrow Point does not include provisions for the development of airport facilities.

For air travel needs, residents of Yarrow Point primarily rely on the Seattle-Tacoma International Airport. This major airport provides comprehensive air transportation services and effectively meets the air travel requirements of Yarrow Point residents. Future Link Light Rail service available nearby in Kirkland may support increased park and ride access to and from the airport for Yarrow Point residents.

## ***Parking Facilities***

The Town of Yarrow Point has taken steps to clearly outline its parking network, making this information readily accessible to the public on the Town's website. This online resource includes detailed parking stipulations, which are supported by references to local ordinances and the Revised Code of Washington. The website also provides information on designated

no parking zones and areas with time-limited street parking, ensuring residents and visitors are well-informed about parking regulations within the town.

Parking facilities within Yarrow Point encompass primarily on-street and limited off-street parking options. Currently, the demand for parking is largely met by on-street parking available on collector and local access streets. While this arrangement serves the immediate need, it has been observed to contribute to traffic congestion and poses challenges to pedestrian and cyclist safety.

To supplement local parking options, residents of Yarrow Point also have access to the parking services



Figure 43. Park and Ride (Smith, 2023)



provided by the nearby Evergreen Point and South Kirkland Park and Rides. These facilities offer additional parking solutions, primarily for those using SR-520's transit, cyclist, and pedestrian options.

### ***Bike and Pedestrian Infrastructure***

Historically, the Town of Yarrow Point has not incorporated conventional sidewalks and curbs into its landscape, with the notable exception of Points Drive. This decision has been influenced by concerns regarding their impact on street-side parking and the desire to maintain a non-urban image for the town.

In response to the community's needs, the Town constructed a walking trail alongside underground

utilities on the west side of 92nd Avenue NE, stretching from NE 33rd Street to NE 41st Street, in 2002. This trail became highly popular among residents and an extension brought this trail up to NE 47th Street, connecting parts of the Town to Road-End Beach.

The Points Loop Trail, a 5.4 mile long urban trail connecting neighborhoods in the Bellevue area, including Clyde Hill, Medina, Yarrow Point, and Hunts Point, underwent a redesign as part of the SR-520 project. A new regional bike trail was completed in 2017, facilitating cycling commutes from Seattle to the terminus of SR-520 in Redmond, significantly enhancing regional connectivity for cyclists.

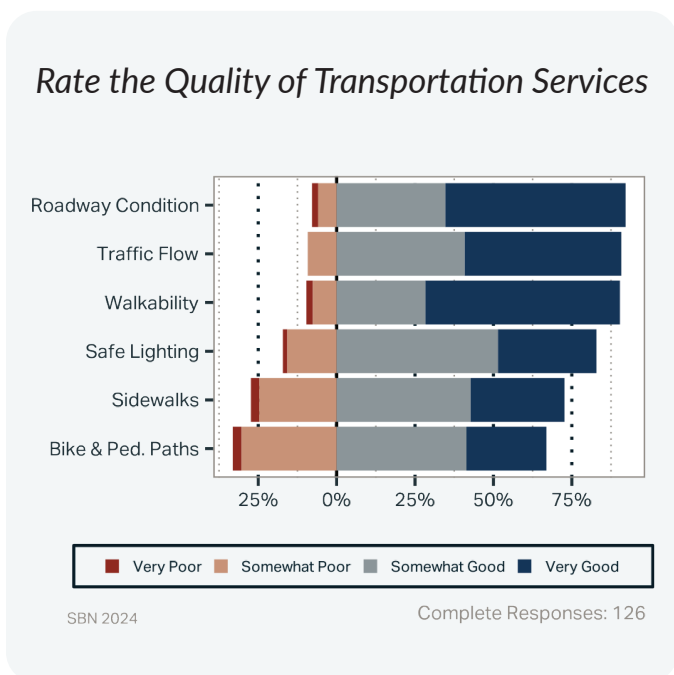


Figure 45. Quality of Transportation Services Survey (SBN, 2023)



Figure 44. SR-520 Bike Path (Smith, 2023)

## 5.3 Level of Service Standards

The concept of Level of Service (LOS) standards is useful in assessing the performance of an existing transportation system and evaluating the sufficiency of planned future improvements. These standards not only measure system performance but also form the foundation for concurrency requirements as stipulated by the Growth Management Act (GMA).

Under the GMA, local agencies are mandated to adopt and enforce ordinances that restrict development approvals in cases where such developments would degrade the LOS of a transportation facility below the levels established in the transportation element of the comprehensive plan. This regulation, as outlined in RCW 36.70A.070 (6)(b), states that development approval is contingent upon ensuring that the impacts of development are addressed concurrently through transportation improvements or strategies.

The GMA further specifies that development should not be allowed if it results in the LOS falling below the set standards. In order to prevent future development from causing the performance of the town's transportation system to fall below these adopted LOS standards, jurisdictions must consider

various approaches. These include:

- Modifying the land use element,
- Controlling or phasing development
- Requiring appropriate mitigation
- Revising the adopted LOS standard
- Enhancements in transit services
- Adoption of Transportation Demand Management (TDM) strategies
- Implementation of Transportation System Management (TSM) strategies.

The Growth Management Act (GMA) stipulates that local governments are to permit development only if there are, or will be, adequate public facilities available within six years to support the new development. This requirement underscores the necessity of ensuring that infrastructure, particularly transportation systems, can adequately accommodate new growth. Each local jurisdiction is required by the GMA to identify future facility and service needs based on its Level of Service (LOS) standards.

The adoption of an LOS standard signifies a jurisdiction's commitment to maintaining transportation service at that level, which has direct budgetary implications. Deficiencies in the

transportation system are categorized either as existing (occurring under current conditions) or as projected future deficiencies (expected under future projected conditions). Concurrency management ensures that development, in line with the adopted land use element of the Comprehensive Plan, will not lead to a transportation facility's operations dropping below the adopted standard. As part of this management, transportation capacity expansion or demand management strategies must be operational or financially planned within six years of the development's use.

While Highways of Statewide Significance (such as SR-520 in Yarrow Point) are not subject to local concurrency standards. The Washington State Department of Transportation (WSDOT) has established an LOS D standard for SR-520. Routes under this designation are defined as roads where speed declines with increasing volume. Additionally, LOS D roads are those where the ability to absorb traffic disruptions is limited. The Town actively monitors these highways and collaborates with WSDOT to address any identified deficiencies, ensuring coordinated efforts in maintaining and improving these critical transportation links.

### ***Yarrow Point Standards***

The Town of Yarrow Point does not currently have an adopted level of service standard for its local roads. As a small jurisdiction with limited Town-managed connections to nearby urban centers, in addition to a lack of signalized intersections, the Town may not need a complex set of standards to track the intensity of use and level of service provided by its road network. However, as a requirement in the Revised Code of Washington (RCW 36.70A.070), the Town should develop a set of LOS standards that reflect how Yarrow Point residents use and perceive the transportation network.

As the land use changes, in accordance with recent state legislation and regional development patterns, setting up LOS standards in anticipation of a changing Town will support Yarrow Point's ability to sustain the quality of infrastructure for current and future residents alike. These LOS standards could serve as a point of regional collaboration with the other points communities to ensure a high standard of regional road connectivity and quality.

## 5.4 Transportation Demand Strategies

Since the last update, there has been a growing emphasis on Transportation Demand Management (TDM) strategies. These strategies are designed to reduce the need for new or expanded transportation facilities. Given the restricted jurisdictional growth in Yarrow Point, TDM approaches are typically focused on small-scale, highly localized, and specific interventions.

When implemented effectively, TDM improvements contribute to the creation of an integrated network that incentivizes walking or cycling across the town. Such a network also supports and encourages

the use of available transit services. Examples of TDM strategies include increasing transit service, promoting car and vanpooling, implementing traffic calming measures, and employing land use and zoning policies that reduce overall travel demand.

The town may consider a range of TDM strategies, each with a focus on enhancing mobility and fostering a safer, more livable community environment. These strategies recognize that streets serve not only vehicular traffic but also facilitate social interactions, walking, and cycling. The primary goals are to encourage motorists to reduce speed,



Figure 46. Ramp onto SR-520 (Smith, 2023)

increase awareness of pedestrians and bicyclists, and improve the overall quality of life for residents.

To achieve these objectives, the town may explore various traffic calming measures. The application of these strategies will require careful consideration and extensive input from residents to ensure they meet the community's needs. Among the traffic calming tools which may be considered in Yarrow Point are:

- Traffic circles
- Speed bumps or tables
- Raised crosswalks
- Medians, particularly near intersections
- Angle parking, in contrast to parallel parking
- Encouraging increased public transit usage
- Interrupted sight lines
- Narrowing the distance between curbing to create 'neck-downs' or 'chokers' (also known as curb extensions)
- Textured pavement
- Implementing a neighborhood 'speed watch' program
- Promoting improvements in pedestrian and bicycle facilities

Currently, Yarrow Point has radar speed limit signs on 92nd Ave NE and Along Points Dr NE as a speed-calming device. Since the implementation of these devices, Town data indicates that speeding at this major entry and exit point from the jurisdiction has decreased. Traffic Monitoring devices in the form of a license plate reader are installed at the roundabout on 92nd Ave NE.



Figure 47. Traffic Calming Strategies (Corn, 2024)

## 5.5 Transportation Improvement Plan

Yarrow Point's Transportation Improvement Plan (TIP) is designed in accordance with the Growth Management Act (GMA) and the King County Countywide Planning Policies (CPPs). The plan aims to establish a transportation system that is well-coordinated with the land use plan, ensuring that both aspects of urban development are harmoniously aligned. Given Yarrow Point's landlocked status and the anticipation of minimal population growth in the foreseeable future, the focus of the Transportation Improvement Plan is primarily on the maintenance and functionality of the existing street system. This approach is reflective of the town's current needs and long-term sustainability goals.

Future improvements to the streets of Yarrow Point should maintain a continued focus on regular maintenance, storm drainage enhancements, and pedestrian infrastructure improvements. This consistent attention to infrastructure upkeep and development is key to ensuring the longevity and efficacy of the town's transportation network, aligning with the broader objectives of the GMA and King County CPPs.

The current Six-Year Capital Improvement Plan (Appendix X) encompasses the Transportation Improvement Plan. This plan identifies a series of projects that the Town will undertake to enhance selected roadways. The scope of these improvements includes a combination of surface improvements, sidewalks, and storm drainage enhancements.

The 2023 - 2028 Transportation Improvement Plan for Yarrow Point outlines several key projects aimed at enhancing and maintaining the town's transportation infrastructure.

- **NE 36th Street Grind and Overlay:** This project involves the resurfacing of NE 36th Street, a critical measure to extend the roadway's life and improve driving conditions.
- **88th Ave NE Grind and Overlay:** Similar to the NE 36th Street project, this initiative will focus on resurfacing 88th Ave NE, ensuring a smoother and safer driving experience.
- **92nd Ave NE Sidewalk Replacement:** This project entails the replacement of the existing sidewalk along 92nd Ave NE, enhancing pedestrian safety and accessibility.
- **94th Ave NE Full Road Reconstruction:** A comprehensive reconstruction of a stretch of 94th Ave NE is planned, which will not only improve the road surface but also address underlying infrastructure issues to ensure long-term durability and safety.

## ***Financing***

The Growth Management Act mandates that the transportation-related provisions of a comprehensive plan must include strategies for financing local transportation systems. This requirement ensures that comprehensive plans address not only the development and maintenance of transportation infrastructure but also the financial means to support these endeavors.

Since its incorporation, Town of Yarrow Point has experienced a stable nature in terms of land use and minimal population fluctuations, resulting in relatively minor changes to the transportation system being required. Consequently, the focus of transportation planning has predominantly been on minor adjustments rather than major overhauls or expansions.

Given limited growth in population and homogenous land use in Yarrow Point, the primary financing needs for transportation in Yarrow Point are directed towards the maintenance of the existing system. In addition to routine upkeep, Yarrow Point is encouraged



Figure 48. SR-520 Bike Path (Smith, 2023)

to implement improvements as and when new funding opportunities become available. This approach allows for the gradual enhancement of the transportation infrastructure, ensuring it continues to meet the needs of the community while remaining financially sustainable.

## ***Public Engagement***

The majority of working-age adults in Yarrow Point drive to their places of work. This suggests a relatively high level of stress on the road network compared to bike and pedestrian infrastructure.

Given that most of these commutes also occur in single-occupancy vehicles, Transportation Demand Management strategies may prove useful in reducing the Town’s environmental impact, strain on public facilities, and overall health.

Residents have also identified bike and pedestrian facilities as relatively lacking compared to vehicular facilities in the Town. Residents completing the survey identified bike and pedestrian paths, sidewalks, and safe lighting as possible areas for improvement in Yarrow Point’s transportation network. The overall response was still positive, even on these issues, but a plurality of the community has identified these pieces of the network as concerns.

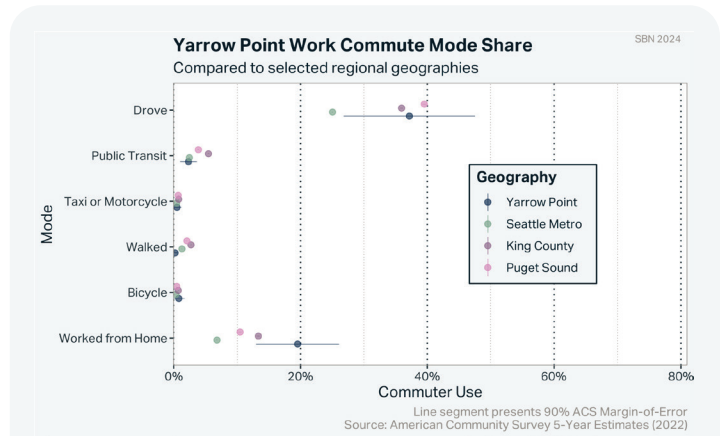


Figure 49. Commute Mode Share Survey (SBN, 2023)

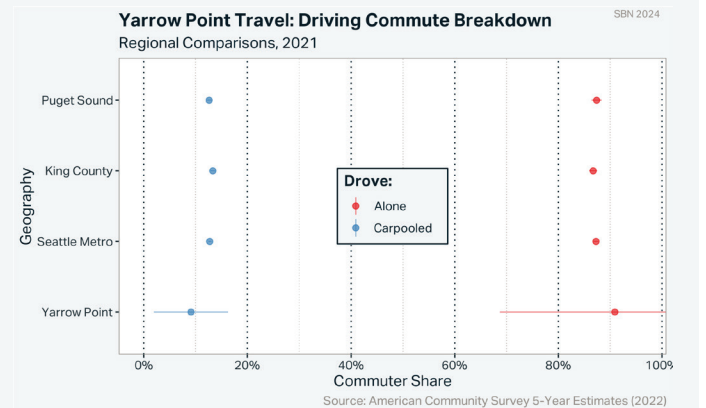


Figure 50. Carpool Verses Single Driver Survey (SBN, 2023)



## 5.6 Transportation Goals and Policies

**Goal 1:** Maintain a Cohesive Transportation Framework that Balances Efficiency, Safety, and Environmental Objectives.

- **Policy 1.1:** Maintain a comprehensive network of safe and efficient roads, pathways, and trails for vehicles, pedestrians, and cyclists.
- **Policy 1.2:** Coordinate transportation policies, projects, and programs with the town's land use and environmental goals.
- **Policy 1.3:** Systematically integrate the objectives of the Transportation Element in both public and private project development reviews.

**Goal 2:** Prioritize Efficient, Safe, and Cost-Effective Upgrades in Transportation Infrastructure

- **Policy 2.1:** Regularly update and maintain transportation infrastructure to meet current and future demands.
- **Policy 2.2:** Implement intelligent traffic management systems for optimizing traffic flow and reducing congestion.
- **Policy 2.3:** Ensure roadway and intersection designs prioritize safety and efficiency for all modes of travel.
- **Policy 2.4:** Align transportation improvements with the town's Capital Improvement Program and Transportation Improvement Program.
- **Policy 2.5:** Focus on essential

maintenance, preservation, and safety improvements within the existing transportation network.

- **Policy 2.6:** Adopt maintenance practices that account for lifecycle costs, preventing long-term deterioration of the transportation system.

**Goal 3:** Develop and maintain a comprehensive and inclusive transportation infrastructure focused on safety, accessibility, and collaborative planning with local school districts.

- **Policy 3.1:** Coordinate with Bellevue School District to develop and implement safe routes for school programs.
- **Policy 3.2:** Prioritize safety in all transportation designs and maintenance activities, including roads, pathways, and public transit facilities.
- **Policy 3.3:** Regularly assess and address potential safety hazards in the transportation network.
- **Policy 3.4:** Implement traffic calming measures to ensure safety in residential and high-traffic areas.
- **Policy 3.5:** Design transportation facilities to be accessible and usable by all segments of the community, including those with disabilities.
- **Policy 3.7:** Prioritize pedestrian safety and accessibility, especially in school zones, considering crash history and current or potential non-motorized access.

**Goal 4:** Ensure optimal traffic flow and functionality in the transportation network by consistently monitoring and updating Level of Service standards.

- **Policy 4.1:** Adopt Level of Service standards which reflect the interest of the public, the effectiveness of the road network, and the Town's commitment to high quality infrastructure.
- **Policy 4.2:** Adhere to Level of Service standards to maintain efficient traffic flow and transportation functionality.
- **Policy 4.3:** Regularly monitor and adjust Level of Service standards to promote efficient movement and prevent new developments from degrading transportation facilities below LOS adopted LOS standards.

**Goal 5:** Promote diversified and efficient transportation options through enhanced public transit, pedestrian and cycling infrastructure, and the encouragement of shared mobility solutions.

- **Policy 5.1:** Encourage the use of public transportation through partnerships with regional transit authorities and promotion of transit facilities.
- **Policy 5.2:** Explore improvement to pedestrian and bicycle facilities and their connectivity to important regional destinations.
- **Policy 5.3:** Promote carpooling and vanpooling options, including facilitating the creation of ride-share programs.

- **Policy 5.4:** Support new developments incorporating multimodal transportation considerations in their planning and design.
- **Policy 5.5:** Actively pursue funding opportunities for pedestrian and cycling infrastructure improvements, including grants and state programs.

**Goal 6:** Enhance environmental sustainability and public health in transportation by promoting environmentally friendly transit options.

- **Policy 6.1:** Promote public transportation, carpools, and vanpools, enhancing air quality and reducing greenhouse gas emissions.
- **Policy 6.2:** Support environmentally responsible transportation designs, particularly in sensitive areas, to minimize adverse impacts on land and water environments.
- **Policy 6.3:** Consider supporting alternative fuel vehicles through infrastructure or regulatory avenues.
- **Policy 6.4:** Maintain transportation systems to reduce environmental pollutants, focusing on reducing toxic runoff, air pollution, and noise.
- **Policy 6.5:** Encourage modes of transport that foster public health, like walking and biking, and prioritize funding for pedestrian and bicycle pathways.

**Goal 7:** Foster strategic partnerships for transportation planning and infrastructure development.

- **Policy 7.1:** Collaborate with neighboring cities, the county, and state agencies to develop integrated transportation plans and projects.
- **Policy 7.2:** Align transportation initiatives with regional and state land use and environmental policies.
- **Policy 7.3:** Engage in joint efforts with public and private entities for the development of transportation infrastructure and services.
- **Policy 7.4:** Coordinate with emergency service providers to ensure adequate access and passage for emergency vehicles.
- **Policy 7.5:** Collaborate with regional and local agencies on strategies for disaster prevention, response, and recovery to safeguard the transportation system.
- **Policy 7.6:** Collaborate with WSDOT and King County to ensure regional highways and major arterials efficiently serve Yarrow Point.

# 6. Climate Change

## 6.1 Introduction

### The Science of Climate Change

The gradual warming of the climate is unequivocal. Human activities are estimated to have caused 1.0°C of global warming above pre-industrial levels, and global warming is likely to reach 1.5°C in the next thirty years. Additional evidence for this is displayed in worldwide measurements of increased sea temperature, the depleted total amount of ice and snow, rising sea levels, and increased concentrations of greenhouse gasses.

The increased concentration of greenhouse gasses (GHG) in the atmosphere stems from using fossil fuels and inefficient land uses, which has resulted in significant changes to our regional and global climate. While the population of Yarrow Point is modest, it is important to address both the impacts of climate change on areas within the town's boundaries and the potential impacts on Yarrow Point by regional factors.

In Washington State, the impacts of climate change have resulted in more days of extreme heat, reduced winter snowpack, a greater likelihood of winter flooding due to higher temperatures, less water available in the summertime, and sea level rise that could damage coastal areas.

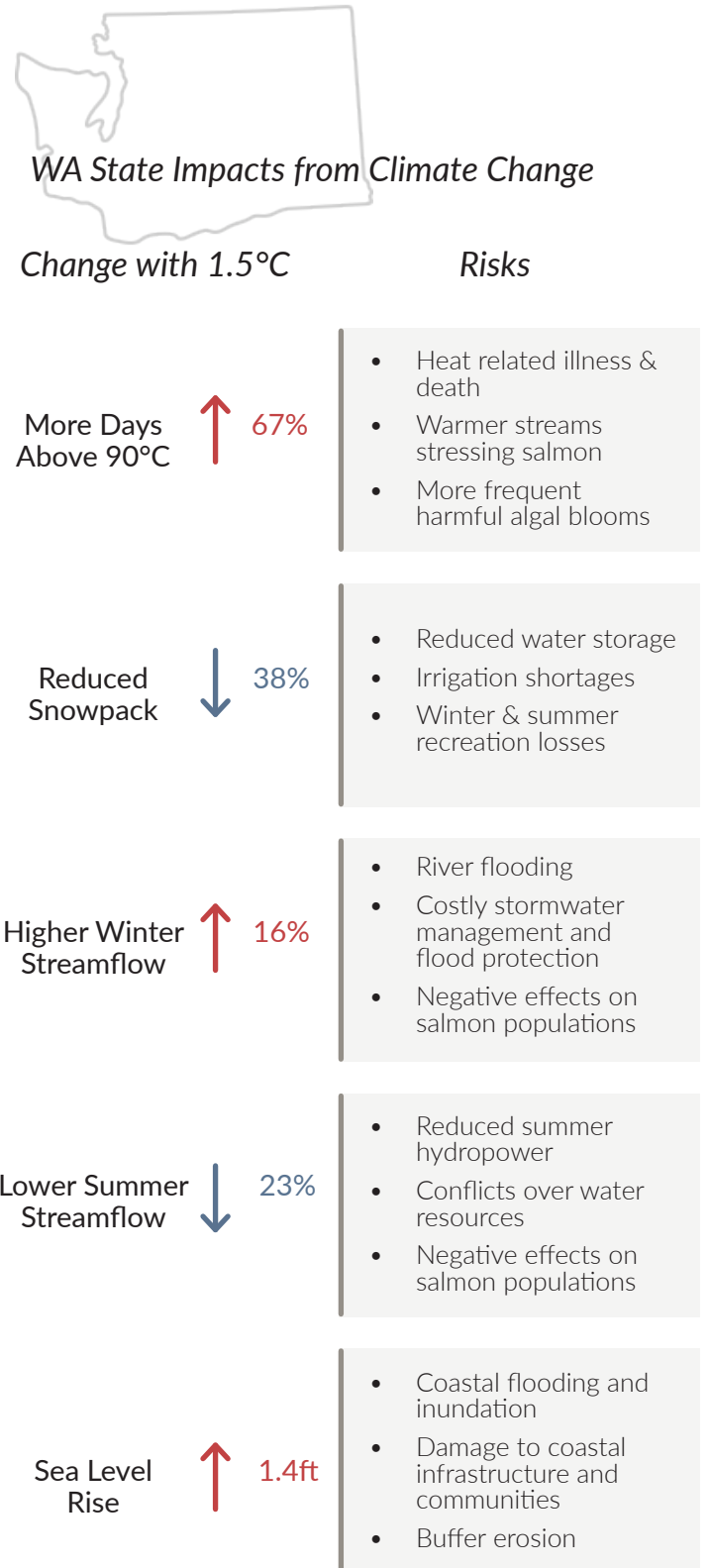


Figure 51. Impacts from 1.5C+ (UW Climate Impacts Group)

## Inter-Connectivity Between Climate Change, Resilience, Adaptation, and Mitigation

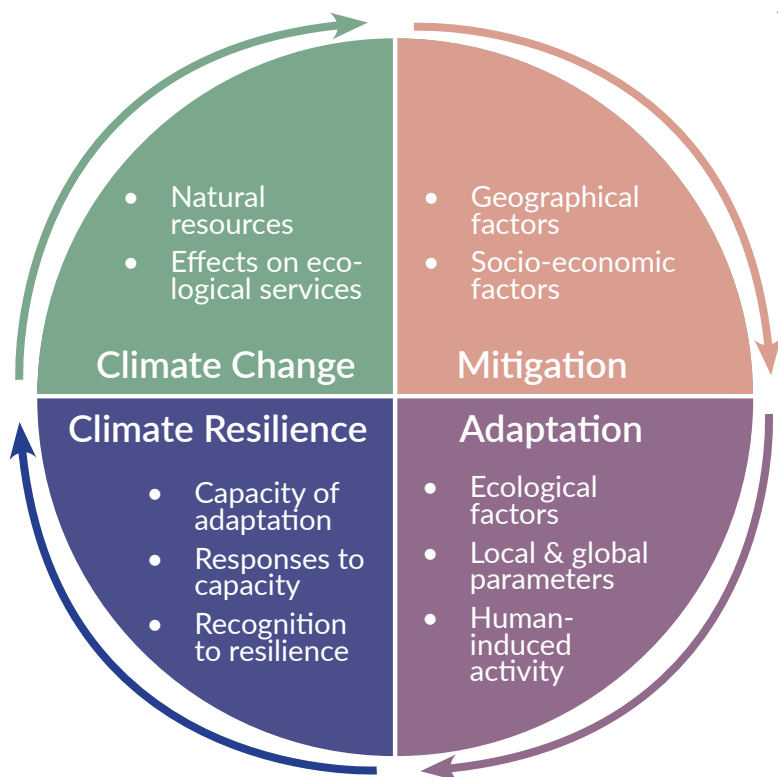


Figure 52. Relationships between climate change, resilience, adaptation, and mitigation (Corn, 2024)

### Key Definitions:

**Climate Change:** Climate change refers to the alteration of the global atmosphere attributed to human activity compared to natural climate variability. Climate change effects are not limited to global warming (increases in surface temperatures), but also include sea-level rise, ocean and ice sheet dynamics, ocean acidification, and extreme weather events.

**Greenhouse Gasses:** Gasses that absorb heat (infrared radiation) emitted from the earth’s surface. Increases in the atmospheric concentration of these gasses cause Earth to warm by trapping more of this heat. These gasses include water vapor, CO<sub>2</sub>, methane, nitrous oxide, and ozone.

**Sustainability:** Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

**Mitigation:** Reduction of contributing factors, or increase in factors which reduce impacts.

**Adaptation:** Adaptation to climate change is transitioning from a phase of awareness to the creation of strategies and plans. In the context of climate change, this process allows communities to adjust to new climate conditions in order to reduce risks to valued assets such as roads and buildings, health and wellbeing, and forests and wildlife. This includes climate preparedness, response, and recovery.

**Hazard Mitigation:** Any sustained action to reduce or eliminate long-term risk to people and property from natural hazards and their effects.

## 6.2 Identification of Climate Impacts on Yarrow Point

Climate change poses significant challenges to communities, including Yarrow Point. Increasing temperatures are the most significant threat to Yarrow Point and therefore much of the following document will address issues around extreme heat and the impacts of these heat events.

The residents of Yarrow Point particularly value the close-knit community atmosphere, accessibility of Lake Washington, and access to greenspaces throughout the town and region. Much of the social cohesion occurs outdoors in the pedestrian zone of the street and green spaces. As a result,

the detriment of one harms the other. Increased risk of extreme heat events will harm the interaction between social and environmental assets. While this plan organizes these impacts as social and environmental, it is important to remember that these impacts occur across social and environmental spheres.

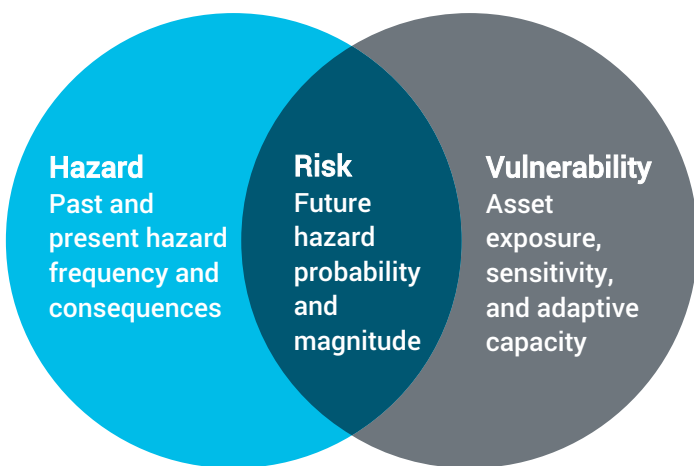
### *Projected Environmental Impacts*

#### **Environment**

Yarrow Point's natural resources and environmental assets contribute to its character. It is essential to assess the potential impacts on the local ecosystems, water bodies, wildlife, and the overall biodiversity of Yarrow Point. Identifying potential climate impacts on habitats can guide conservation efforts and enhance resilience.

#### **Urban Tree Canopy**

Yarrow Point's urban tree canopy provides numerous benefits, including shade, air quality improvement, and habitat for wildlife. Yarrow Point



Source: Washington Department of Commerce

Figure 53. Climate risk graphic

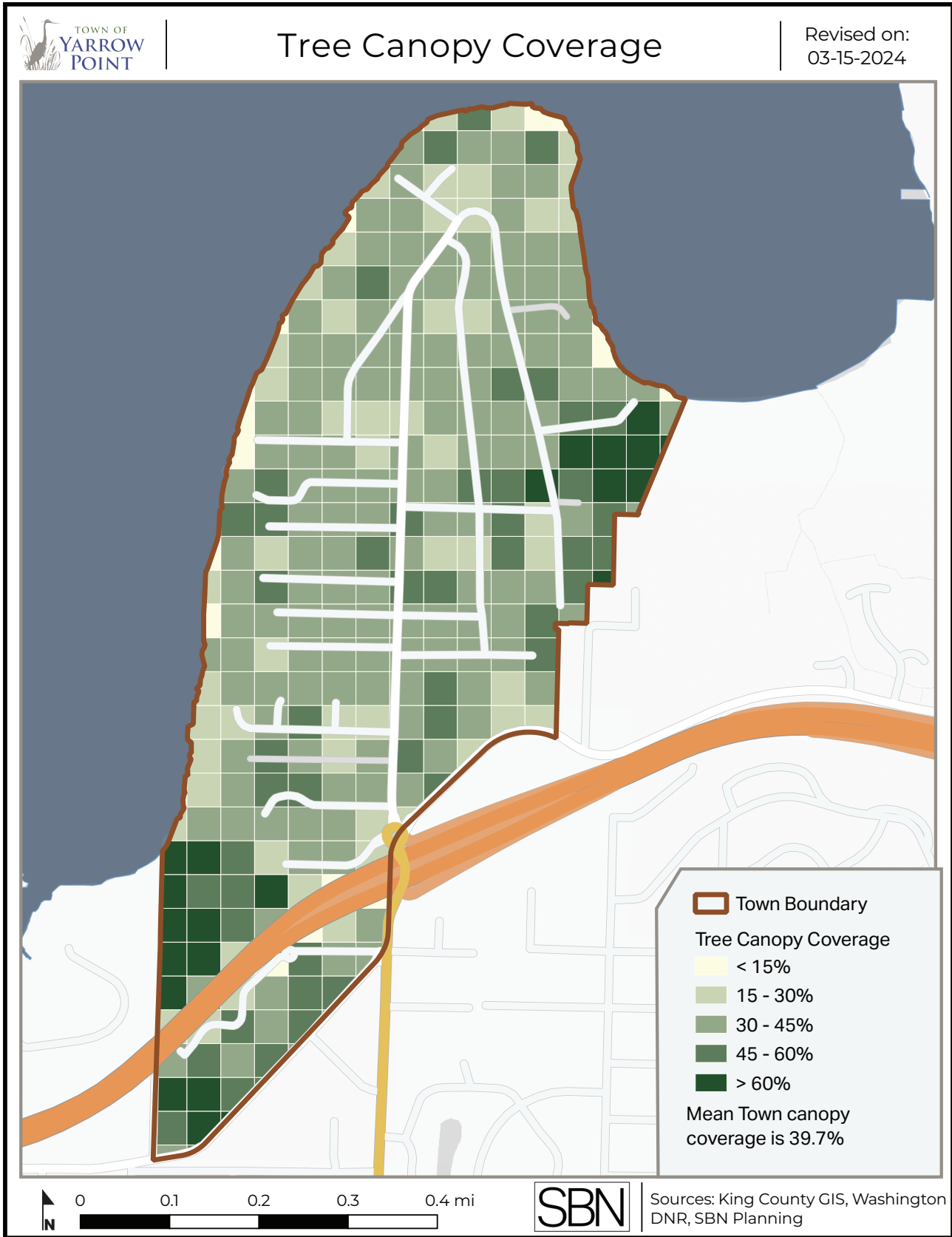


Figure 54. Tree Canopy Coverage

has been awarded the “Tree City USA” status for ## years. Climate change will impact the health and resilience of trees, making it necessary to identify potential risks such as increased heat stress, invasive pests, or extreme weather events, while considering watering, undergrowth plantings, and planting more drought tolerant plants and trees.

## ***The Projected Impact on Community Assets***

### **Pollution**

Yarrow Point currently ranks 9 out of 10 in its proportional share of airborne diesel pollution, aligning with other communities along the eastern shore of Lake Washington. This occurs due to the topographic location of Yarrow Point, seasonal wind patterns, and its proximity to roadways. Addressing this issue will be important to reduce pollution and improve air quality, considering the potential exacerbation of health risks in a changing climate.

### **Social**

Yarrow Point's social assets play a vital role

in the community's well-being and resilience.

Understanding how climate change may affect these assets is crucial for future planning and adaptation. This includes identifying potential impacts on community cohesion, social services, public health, and the overall quality of life for residents. With an aging population, resilience planning for extreme weather events, community outreach, and resources for residents to be informed and safe is essential to the longevity of yarrow point's social assets.

### **Infrastructure**

Climate change is expected to increase the potential for infrastructure damage and service disruptions, and may also lead to higher operating costs and reduced asset life. Some minor benefits may be realized, including the potential for fewer snow-related road closures. The specific nature of impacts on infrastructure will vary depending on infrastructure location, age, design tolerances, and other factors. Yarrow Point currently experiences a high level of service throughout town, however, as climate change begins to impact infrastructure it is important to quantify the potential damage.



An in depth assessment can inform strategies for infrastructure maintenance, upgrades, and improvements in the face of climate-related risks.

Most climate change impacts evaluated are expected to increase risks to infrastructure.

Impacts that can increase risks to infrastructure include projections for more frequent or more severe flooding, extreme heat, extreme precipitation, erosion, wildfire, and inundation of low-lying areas. Projected changes in extreme events are more likely to damage infrastructure than changes in average conditions.

Some climate change impacts may slightly decrease risks or create minor benefits.

Projections for lower winter snowpack and warmer winter temperatures may decrease the frequency of snow-related closures on mountain highways. However, extreme snowfall events will still occur, requiring continued maintenance of emergency response capacity. Warmer spring and fall temperatures may extend the construction season, possibly improving cost efficiencies.

While changes in snowfall and precipitation might save costs in some places, these altered



Figure 55. Ramp onto SR-520 (Smith, 2023)

patterns of snowfall, rain, and snowmelt, result in a shift in how our region receives and stores water. Broadly, the region will receive more water in the fall, winter, and early spring, and less in the summer – when we need it the most. Water use strategies and policies should be evaluated by Yarrow Point in order to address hotter drier summers.

## **Economic**

While Yarrow Point may not have specific economic assets within its boundaries, it is essential to understand the broader economic impacts of climate change in the region. This includes considering potential effects on local/regional businesses, property values, and employment opportunities.

The economic risk of climate change is not unique within the state. More extreme weather has the potential to weaken economic growth through damage to the capital stock and labor supply, and labor productivity will weaken as the

world economy adjusts to higher temperatures. Inflation may rise through the growing cost of food, energy, and insurance. While Yarrow Point is insulated against many of the direct impacts of climate change, these impacts will be felt through secondary costs to the residents of Yarrow Point and the region.

## 6.3 Review of Existing Plans

This chapter aligns the Yarrow Point Comprehensive Plan with current laws, projected state laws, and national laws to help greenhouse gas reduction while preparing for the adverse effects of climate change.

### ***Growth Management Act***

This comprehensive plan for Yarrow Point closely follows the Department of Commerce's guidance, ensuring compliance with their recommendations for counties and cities to address climate change within their comprehensive plans. 2023 House Bill 1181, introduces a climate goal to the Growth Management Act (GMA) and requires local comprehensive plans to incorporate a climate element with sub-elements for resilience and greenhouse gas emissions mitigation. Yarrow Point will need to fully comply with the requirements of HB 1181 by 2029. The Town has been awarded a grant to develop a climate element and will incrementally work on compliance ahead of the 2029 deadline.

Three specific elements within the legislation directly impact Yarrow Point's Comprehensive Plan. Firstly, it mandates the inclusion of a resilience or

climate sub-element in each plan. This sub-element must feature goals and policies aimed at enhancing climate preparedness, response, and recovery efforts. This requirement is mandatory for all counties and cities fully planning under the GMA. Secondly, the climate element must prioritize economic, environmental, and social co-benefits while giving consideration to environmental justice. Lastly, as Yarrow Point is within King County, it must consider and incorporate elements from the county's greenhouse gas emissions sub-element. This sub-element necessitates the inclusion of goals and policies aimed at reducing emissions and vehicle miles traveled within the community.

### ***Shoreline Management Program***

The Shoreline Management Program for Yarrow Point serves as a guiding framework for the management and protection of the town's shoreline areas. By reviewing this program through a climate lens, Yarrow Point can effectively identify potential risks to shoreline habitats and leverage opportunities to enhance shoreline resilience through nature-based solutions, green infrastructure, and adaptive management approaches.

# SHORELINE MASTER PROGRAM 2017

The Shoreline Master Program Update was funded in part through a grant from the Washington State Department of Ecology, Grant No. G1000071



**Town of Yarrow Point  
4030 95<sup>th</sup> Avenue NE  
Yarrow Point, Washington 98004**

Figure 56. Shoreline Master Plan (Yarrow Point, 2017)

One area of overlap between the Shoreline Management Program and this chapter lies in the preservation of species and ecosystems.

Wetlands, in particular, play a vital role in mitigating climate change by acting as carbon sinks and absorbing carbon dioxide from the atmosphere. Yarrow Point is fortunate to have multiple wetlands within its public parks and in close proximity.

To further support Yarrow Point's climate mitigation strategies, it is crucial to encourage and assist local residents in expanding and protecting wetland areas on public and private property where appropriate. By promoting wetland conservation efforts, the town can enhance its overall climate resilience by maximizing the potential of these natural carbon sequestration systems.

The integration of wetland conservation into the Shoreline Management Program and this chapter of the comprehensive plan underscores Yarrow Point's commitment to climate resilience and environmental stewardship. This approach aligns with federal, state, regional and global efforts

to address climate change and acknowledges the important role of wetlands in mitigating its impacts.

By expanding and protecting wetland areas, Yarrow Point can not only enhance its climate mitigation strategies but also contribute to the preservation of local biodiversity, water quality, and overall ecological health. Such efforts will strengthen the resilience of the shoreline habitats and ensure a sustainable and vibrant natural environment in Yarrow Point.



Figure 57. Map of Wetlands (SBN, 2024)

## *Yarrow Point Tree Regulations*

The preservation of a substantial number of trees in our region is crucial due to their role in absorbing carbon dioxide and storing carbon in their biomass. Unlike many other plants, trees can store more carbon and retain it for longer periods due to their larger size, density, and longer lifespan.

In alignment with goals in the Yarrow Point Comprehensive Plan, it is advisable to review and potentially revise the Yarrow Point Tree Regulation in consideration of more canopy retention. By aligning with the broader regional trend, Yarrow Point can enhance its commitment to environmental

stewardship and carbon sequestration. Review of the existing Private and Public property tree codes to align with long term goals of canopy retention will be part of the long range climate planning projects associated with HB1181 compliance.



Figure 58. Wetherill Nature Preserve (Smith, 2023)

## 6.4 Climate Change Goals and Policies

**Goal 1:** Promote building types that conserve energy and limit greenhouse gas emissions.

- **Policy 1.1:** Support reductions of energy use in existing buildings and limit emissions growth in new buildings.
- **Policy 1.2:** Reduce GHG emissions through energy efficiency and the use of low-carbon energy sources in buildings and site and infrastructure development. Support the State's goal to construct energy-efficient homes and buildings that achieve the goal of building zero fossil-fuel greenhouse gas emission homes and buildings by the year 2031 (RCW 19.27A.020).
- **Policy 1.3:** Consider creating incentives to encourage increased energy efficiency and the use of sustainable building methods and materials, such as those specified under certification systems like LEED, Built Green, Salmon-Safe, Evergreen Sustainable Development Standard, Green Globes, and Living Building Challenge.
- **Policy 1.4:** Promote the adaptive reuse and remodeling of existing buildings recognizing the emission-reduction benefits of retaining existing buildings instead of building new ones.
- **Policy 1.5:** Whenever plausible, use green stormwater infrastructure and low-carbon materials when designing and building infrastructure when feasible.
- **Policy 1.6:** Apply for grants to develop technical assistance to help owners retrofit older buildings for energy conservation and the use

of new technologies, such as solar power.

- **Policy 1.7:** Promote tax incentives available for the renovation of older buildings.

**Goal 2:** Promote building types that conserve energy and limit greenhouse gas emissions.

- **Policy 2.1:** Support alternative energy sources.
- **Policy 2.2:** Evaluate the removal of existing barriers in the municipal code that limit the expansion of solar panels on private and public property such as height limits and setback restrictions.
- **Policy 2.3:** Support and remove existing barriers in the municipal code that limit the expansion of green roofs on private and public property.
- **Policy 2.4:** Encourage installation of distributed energy resources, which are small-scale power generation technologies, typically in the range of 3 to 10,000 kW, located close to where electricity is used to provide an alternative to or an enhancement of the traditional electric power system.
- **Policy 2.5:** Aim to develop regulations that provide solar access or solar easements to ensure that solar systems are not blocked or made less efficient by development on neighboring properties.
- **Policy 2.6:** Review the feasibility of purchasing power from renewable sources or direct a portion of town utility payments toward investments in renewable energy.

**Goal 3:** Promote economic activity that is in line with community values.

- **Policy 3.1:** Encourage community gardens and community-supported agriculture (CSA).

**Goal 4:** Support policies and plans that protect residents of Yarrow Point through Emergency Management and Hazard Mitigation best practices.

- **Policy 4.1:** Implement the Hazard Mitigation Plan recommendations for assessing the capabilities of the town to deal with severe weather events
- **Policy 4.2:** Identify areas where urban heat island effects will be greatest and target these areas for additional tree planting.
- **Policy 4.3:** Encourage the use of green roofs and green walls, cool roofs, cool pavement, and additional landscaping in these areas.
- **Policy 4.4:** Consider the creation of a Hazard Mitigation Plan with actions related to heat waves, including education, training, and outreach efforts.

**Goal 5:** Preserve environmental characteristics that help mitigate the impacts of climate change on Yarrow Point.

- **Policy 5.1:** Promote development in a manner that protects existing vegetation and hydrologic features.
- **Policy 5.2:** Preserve existing vegetation and encourage planting species that can withstand our changing climate.
- **Policy 5.3:** Encourage the reduction in lawn areas.

- **Policy 5.4:** Encourage the use of native plants to provide habitat for native species that are in decline.
- **Policy 5.5:** Protect and expand the town's tree canopy for stormwater management as well as carbon sequestration.
- **Policy 5.6:** Protect lands bordering Yarrow Point and adjacent communities that are in a natural state through the use of cooperative and interlocal agreements.
- **Policy 5.6:** Encourage methods of landscape design and maintenance and agriculture that reduce or eliminate the use of pesticides, herbicides, and synthetic fertilizers. Provide education to private property owners and their representatives.

**Goal 6:** Support the health and well-being of all residents in Yarrow Point.

- **Policy 6.1:** Consider using tools such as health impact assessments to improve the health of the community's lifestyle and living.

**Goal 7:** Improve air quality for present and future generations and reduce the impacts of climate change by reducing greenhouse gas (GHG) emissions.

- **Policy 7.1:** Look into Removing barriers and support new initiatives that reduce greenhouses gasses.

**Goal 8:** Protect the public interest and involve citizens in climate change decision-making actions.

- **Policy 8.1:** Develop and improve a Communications Plan to keep residents informed of local conditions.



- **Policy 8.2:** Provide ongoing public outreach to educate the community and build support for measures to reduce GHG emissions and adapt to the impacts of climate change.
- **Policy 8.3:** Engage with groups that educate residents and businesses on the science of climate change, the risks associated with it, the benefits of climate action strategies, the potential impacts that behavior changes by individuals and businesses can have, and the cost of delaying actions.

**Goal 9:** Assist vulnerable populations who are disproportionately affected by the impacts of climate change. These populations include the elderly, very young, and disabled populations.

- **Policy 9.1:** Support programs that increase the health and well-being of residents.
- **Policy 9.2:** Consider the addition of a cooling station at Town Hall for the elderly and those without air conditioning.

**Goal 10:** Encourage and create opportunities for alternative transportation options to reduce greenhouse gas emissions.

- **Policy 10.1:** Support expansion of public transit, commute trip reduction, vanpooling, ridesharing, biking, and walking as low-carbon transportation choices.

**Goal 11:** Encourage facilities that support the adoption and use of electric vehicles.

- **Policy 11.1:** Support or provide incentives for electric vehicle charging stations.

- **Policy 11.2:** Consider requiring the installation of charging equipment in new and remodeled developments.

**Goal 12:** Find methods to reduce waste production and streamline waste management practices.

- **Policy 12.1:** Support higher rates of recycling and zero waste of resources that have economic value for reuse, resale, and recycling.
- **Policy 12.2:** Collaborate with other municipalities to reduce waste streams.
- **Policy 12.3:** The town should support second-use markets and repurposing/resale of used goods.
- **Policy 12.4:** Promote eco-development, in which a waste stream from one development becomes the raw material for another.
- **Policy 12.5:** When structures are demolished, encourage the deconstruction of buildings and reuse of salvageable material.

**Goal 13:** Strive to preserve and protect water resources.

- **Policy 13.1:** Retain any existing publicly owned open surface water systems in a natural state and undertake programs to rehabilitate any degraded conditions.
- **Policy 13.2:** Maintain and improve surface water quality as defined by state and federal standards.
- **Policy 13.2:** Promote soil stability and use of natural drainage by encouraging the retention of existing native vegetation near water and slopes.

- **Policy 13.3:** Review and update necessary stormwater drainage regulations to ensure they meet State standards for the protection of fish species listed in the Endangered Species Act (ESA).
- **Policy 13.4:** Restrict surface water runoff rates, volumes, and quality to predevelopment levels for all new development and redevelopment projects.
- **Policy 13.5:** Minimize and control soil erosion during and after construction through the use of best management practices and appropriate development regulations.
- **Policy 13.6:** Update Yarrow Point's Stormwater Management Plan to have capacity for severe winter rainstorm events and control stormwater collection and distribution.

**Goal 14:** Promote zoning standards that meet environmental and equity standards as established by the community.

- **Policy 14.1:** Support the development of ADU and DADUs.
- **Policy 14.2:** Support Middle Housing development.

**Goal 15:** Develop regulations in line with reducing electricity use.

- **Policy 15.1:** Consider regulations for outdoor lighting that reduce electrical usage by directing the light where needed and matching the lighting intensity to the need, as well as encouraging or requiring energy-efficient light fixtures or smart lighting technology.

**Goal 16:** Establish policies for GHG reduction and climate change adaptation that benefit multiple town goals.

- **Policy 16.1:** Prioritize the implementation of policies that have multiple co-benefits such as reducing emissions, sequestering carbon, enhancing resilience, improving salmon recovery, promoting economic development, promoting equity and justice, providing cost savings, providing ecosystem services, protecting tribal treaty rights, improving public health and well-being, improves air quality, or building community knowledge.

**Goal 17:** Align policies and implementation with other organizations, municipalities, regional organizations, and regulations.

- **Policy 17.1:** The town may collaborate with other government agencies such as the Puget Sound Regional Council, the Puget Sound Clean Air Agency, the State Department of Ecology, Snohomish County, King County PUD, other cities, and the private sector to develop meaningful strategies for addressing climate change and GHG reductions.
- **Policy 17.2:** The town should consider updating the Climate Action Plan for Municipal Operations and create a Hazard Mitigation Plan by adopting GHG emission reduction goals for town operations, and identifying the actions the town plans to take to reduce GHG emissions and adapt to the impacts of climate change. The Plan should include benchmarks and metrics for use in monitoring implementation and results.

- **Policy 17.3:** The town may inventory community-wide GHG emissions, and develop a Yarrow Point Climate Action Plan that includes goals and recommended actions for community-wide GHG reductions, measures to adapt to the impacts of climate change, responsibility for implementation of the measures, and benchmarks and metrics for monitoring the implementation of the plan.
- **Policy 17.4:** Consider developing a Climate Action Plan that address cost-effective mitigation actions that are focused on reducing GHG emissions and adaptation actions that are focused on policy and operational responses to the effects of climate change.
- **Policy 17.5:** Strategies for adapting to the impacts of climate change should consider both the cost of implementing actions and the cost of inaction.
- **Policy 17.6:** Continue to identify the community's vulnerabilities to the impacts of climate change and responses as new information is developed.
- **Policy 17.7:** Support federal and state action to reduce greenhouse gas (GHG) emissions.
- **Policy 17.8:** Partner with utilities on community-wide energy efficiency projects.

# 7. Parks, Recreation, and Open Space

## 7.1 Introduction

### *Purpose*

The purpose of the Parks and Recreation element is to comprehensively outline the current state of Yarrow Point's parks, trails, open spaces, and recreational facilities. It aims to address the existing level of need, plan for future levels of need, and formulate a set of goals accompanied by corresponding policies. This section serves as a guiding framework for developing and managing park and open space lands while also considering the costs associated with trail upkeep, open spaces, and park facilities. It emphasizes the coordination

of community services and identifies potential opportunities for funding and partnerships.

Yarrow Point currently does not have a comprehensive Parks, Recreation, and Open Space Plan (PROS). Recognizing this need, this chapter within the Comprehensive Plan serves as a starting point for pursuing a PROS Plan. It identifies future goals and objectives that will guide the development of the PROS Plan. It creates an inventory of the existing park facilities,



Figure 59. Morning Side Park Recreational Court (Smith, 2023)

providing a clear understanding of the current state and potential areas for improvement. Through these efforts, the chapter paves the way for the development of a comprehensive PROS Plan, which will further enhance the management and utilization of parks, recreation, and open spaces in Yarrow Point.

This document builds upon previous plans, such as the Trails Master Plan completed in 2013, and takes into account the need for additional information to secure funding through Washington State Recreation and Conservation Office (RCO) grants. By incorporating the necessary details and strategies, this document positions Yarrow Point to effectively pursue applications for competitive funding in the future, increasing the likelihood of success.

### ***Planning Context***

The Washington State Growth Management Act (GMA) outlines specific goals and mandates concerning parks and open spaces. As outlined in the GMA, comprehensive plans have a set planning goal to: "Retain open space and green space, enhance recreational opportunities, enhance

fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities." - RCW 36.70A.020(9)

RCW 36.70A.070(8) details comprehensive plan requirements for a park and open space element.

This includes:

- A forecast of park and recreation demand for a minimum of ten years.
- An assessment of facility and service needs.
- An evaluation of tree canopy coverage within the urban growth area.
- An exploration of opportunities for inter-governmental collaboration, focusing on regional solutions for park and recreation demands.

Beyond its obligations under the Growth Management Act (GMA), Yarrow Point must also adhere to the standards set by the Countywide Planning Policies (CPPs) for King County and the Multi-county Planning Policies (MPPs) formulated by the Puget Sound Regional Council (PSRC), as documented in VISION 2050. These policies mandate that jurisdictions not only identify but also establish and safeguard areas designated for recreation, open space, and environmental conservation. The CPPs specifically urge cities

within King County, such as Yarrow Point, to create and implement policies and programs dedicated to conserving and managing open space lands and corridors, especially those within Urban Growth Areas.

Emphasizing the importance of regional collaboration, Vision 2050 Policy MPP-En-12 directs local governments in the PSRC's four-county area to "Identify, preserve, and enhance significant regional open space networks and linkages across jurisdictional boundaries." This policy underscores the significance of a unified approach in managing and enhancing open spaces that extend beyond local municipal limits. The Town previously addressed this policy solely through its trail plan, which links the surrounding communities.

### ***Benefits of Parks and Open Space***

Surrounded by the shores of Lake Washington, Yarrow Point is a residential community, home to a little over 1,135 residents who cherish its scenic beauty. The Town boasts a variety of unique outdoor spaces, each offering a distinct

experience. Among these are Morningside Park, Sally's Alley, Road End Beach, a non-motorized boat launch at the end of NE 42nd Street, and the Wetherill Preserve. These areas provide a blend of recreational activities, preserved lands, and open public spaces, contributing to the high quality of life Yarrow Point residents enjoy.

The network of parks and trails in Yarrow Point plays a fundamental role in enriching the community's lifestyle and health. These trails are integral in connecting the town, facilitating easy access to various parks, and enhancing mobility for residents. Beyond convenience, they foster community engagement by providing spaces where neighbors can meet and interact. The well-maintained parks are not just venues for exercise and leisure but also serve as havens for relaxation and mental well-being. These green spaces are pivotal in preserving natural habitats, nurturing the local ecosystem, and benefiting all inhabitants of Yarrow Point.

## 7.2 Existing Facilities and Needs

As required by the State of Washington, this chapter must identify existing park facilities, anticipate future needs, and plan for the needs of current and future residents. Without a comprehensive PROS, this document serves a key role as a guiding policy framework for parks, recreation, and open space planning in Yarrow Point. By incorporating the perspectives of the community and taking into account anticipated changes and requirements, this document ensures that the parks and recreation system in Yarrow Point is planned and developed in a manner that meets the evolving needs of the town's residents. It lays the groundwork for sustainable and inclusive parks and recreation infrastructure that will benefit present and future generations.

### *Park Classifications*

The following terms and their definitions serve to better assess park facilities and their level of service. While they don't comprise formal levels of service standards, they support a thoughtful analysis of existing conditions and what future development may be considered. The following classifications only cover those parks currently found in Yarrow Point, while others that refer to

larger and more broad-reaching parks are not suitable for the current land use conditions of the Town. These terms are derived from the National Recreation and Park Association and are considered standard in PROS planning.

### **Neighborhood Park:**

Neighborhood Parks are designed to offer convenient access to basic recreational activities and opportunities for nearby residents. They are typically located within a half-mile walking distance. These parks provide passive, multi-use spaces that accommodate various recreational activities based on site conditions and compatibility. Amenities found in neighborhood parks may include multi-use fields and courts, play equipment, trails, picnic areas, and open spaces. They emphasize the value of open space and are not primarily intended for extended stays, highly programmed activities, or large rental or permit-required spaces. Neighborhood parks prioritize open space over parking and encourage visitation through pedestrian and bike networks. Restroom facilities are typically not available in these parks as they primarily serve the immediate neighborhood.

### **Mini-Park:**

Mini-parks, typically less than one acre in size, are designed for passive recreation or to house specialized facilities catering to a specific segment of the population, such as children or senior citizens. Often referred to as "pocket parks," these small recreational areas aim to serve the local community, ideally positioned to be accessible to residents within a quarter-mile radius. The design and location of mini-parks, particularly those offering amenities for young children, place a significant emphasis on ensuring safe access and acknowledging the importance of safety in areas frequented by vulnerable groups.

### **Paths:**

Paths within a park are designated routes for pedestrians or bicyclists. The surfaces of these paths can vary based on environmental sensitivity and usage levels. They may be constructed using soft or pervious materials, such as gravel or natural surfaces, to minimize environmental impact.

Alternatively, paths can be made of hard or impervious materials, such as asphalt or concrete, for increased durability and accessibility. In some cases, boardwalks may be used to traverse wet or sensitive areas. The selection of path surfaces depends on factors like park design, visitor needs, and environmental considerations.

### **Multipurpose Trails:**

Multipurpose trails are paths that accommodate various modes of transportation and recreational activities. These shared-use paths are typically located within a right-of-way or a linear park. To ensure safety, multipurpose trails are often separated from vehicular traffic by open spaces or physical barriers. They allow for two-way travel, accommodating bicyclists, pedestrians, skaters, wheelchair users, joggers, and other users in compliance with Town regulations.

See the next page for a map of these park facilities and classifications.



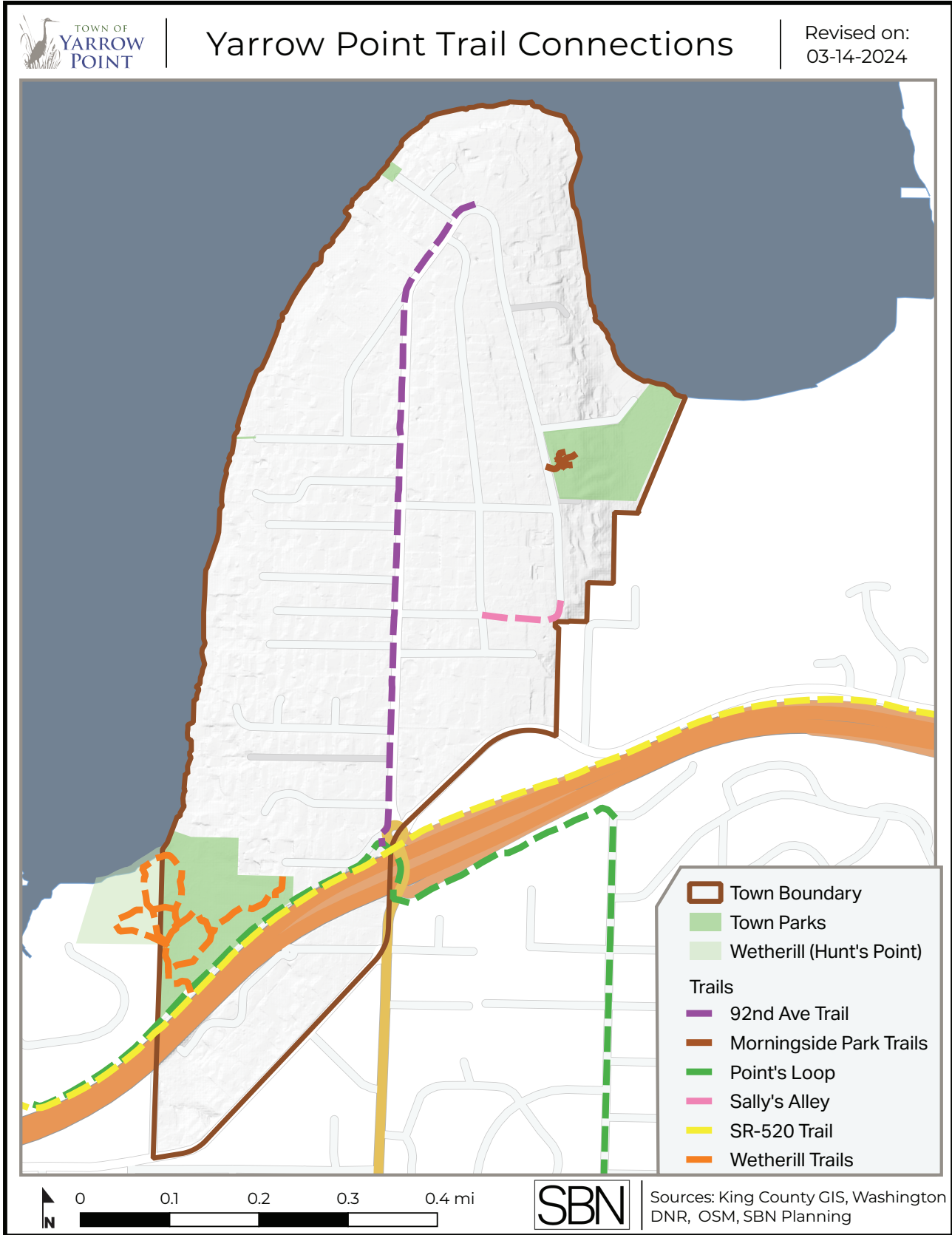


Figure 60. Map of park facilities and classifications

## 7.3 Parks and Preserves

### *Morningside Park*

- Location: 4030 95th Ave NE, Yarrow Point, WA
- Classification: Neighborhood Park
- Size: 7.85 Acres
- Features and Facilities: Town hall, pickleball court, playground, event lawn, 9 parking spaces, wetlands

In 1913, George F. Meacham set aside around two acres of land for a park in Yarrow Point. Over time, the Town acquired an additional five and a half acres adjacent to the park's southern side with state participation. Another acre was purchased on the north side five years later. The Town Hall was subsequently built within the original Meacham Park on 95th Avenue NE. These three parcels collectively form Morningside Park, situated on the east

side of the Town, offering a view of the morning sun.

The park comprises two distinct zones: an original hillside area with trees and vegetation, and a three and a half-acre section of exposed lake bottom resulting from the 1916 lowering of Lake Washington.

In addition to Town Hall, the park offers some recreation facilities including a pickleball court, playground, and open lawn that can be used for events or recreation.

In 2012, the Town partnered with Friends of the Cedar River Watershed (FCRW) to develop and implement a vegetation management plan to better control invasive plants and support native flora. Since then, the Town and its community have worked diligently to eradicate invasive species and plant native plants



Figure 61. Morning Side Park Playground (Smith, 2023)

## Road End Beach

- Location: NE 47th St, Yarrow Point, WA
- Classification: Mini-Park
- Size: 0.23 Acres
- Features and Facilities: Dock

and can be easily reached from the street via a stairway and ramp. Residents can enjoy a grassy area and the Town dock that are provided for their use.

The street end of NE 47th, which was once used as part of the mosquito fleet ferry service, encompasses an area of approximately 10,000 square feet. This space serves as a public access point to the shoreline and waters of Lake Washington. Since the Town's incorporation, this area has been maintained as a swimming beach



Figure 62. Road End Beach (Smith, 2023)

## Istvan's Landing - NE 42nd Street Lake Access

- Location: Western terminus of NE 42nd St
- Classification: Mini-Park
- Size: 0.06 Acres
- Features and Facilities: Boat launch

The end of NE 42nd Street marks the location where a pier for the early-day mosquito fleet used to stand. This area serves as a public right-of-way and offers access to the lake, primarily for launching hand-carried watercraft. The Town is actively examining various options to enhance public access to this space while also undertaking environmentally-friendly shoreline restoration efforts.



Figure 64. Istvan's Landing (Ellis, n.d.)



Figure 63. Istvan's Landing (Ellis, n.d.)

## *Wetherill Nature Preserve (Neighborhood Park)*

- Location: Points Loop Trail, SW Yarrow Point
- Size: 16 Acres
- Features and Facilities: Trails, wetlands

The Wetherill Nature Preserve is located at the southwest end of Yarrow Point, situated between Cozy Cove and State Route 520. This 16-acre preserve was generously gifted to the Towns of Yarrow Point and Hunts Point in 1988 by Sidonia Wetherill Foley and Marjorie Wetherill Baird, descendants of a pioneer Seattle family. The preserve is dedicated to serving as a nature retreat, allowing humans to connect with nature and appreciate the undisturbed lives of birds,

small animals, and native flora. The legal documents establishing the Nature Preserve also created a five-person commission responsible for administering the preserve in accordance with the donors' intentions. The commission consists of two residents from each town and one representative from the surrounding community. In recent years, the preserve has seen the addition of new trails and a diverse range of native plantings. Dedicated volunteers continue to oversee and maintain this precious gem along Lake Washington. It is worth noting that a portion of the preserve contains a wetland. The Preserve trails offer a walk through the wetland, access to a meadow, and views of Cozy Cove, facilities and features more typical among neighborhood parks in the area.



Figure 65. Wetherill Nature Preserve (Smith, 2023)

## 7.4 Trails and Paths

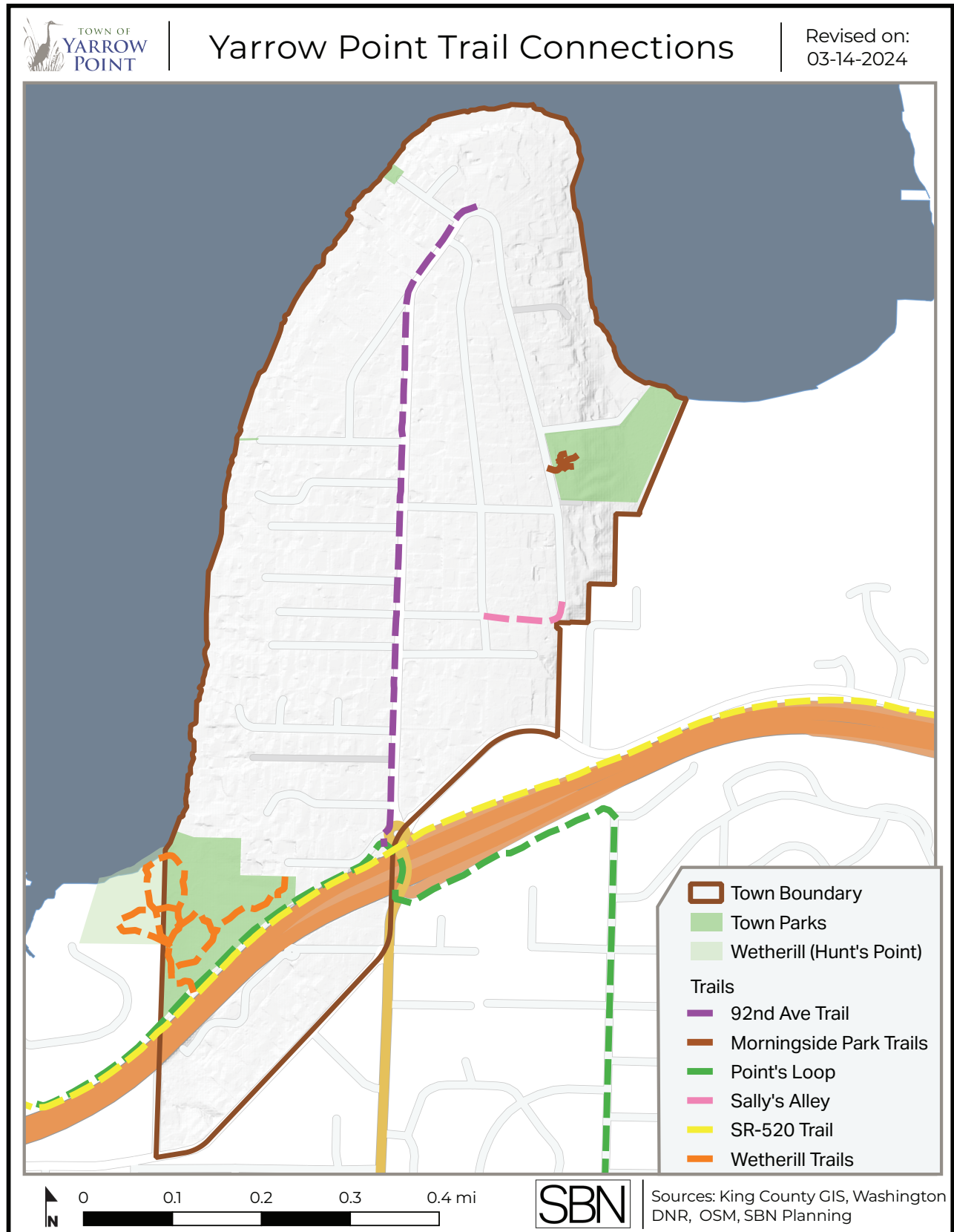


Figure 66. Map of Trail Connections (SBN, 2024)

## SR-520 Trail

The State Route 520 Trail passes through Yarrow Point via the State highway, connecting the Town to Montlake to the west and Kirkland to the east. A paved and multi-use urban trail, the SR-520 Trail offers high regional connectivity into and out of Yarrow Point. The trail runs alongside part of the Points Loop Trail, and users will find connections to the Wetherill Nature Preserve and the 92nd Avenue Trail.



Figure 68. SR-520 Trail (Smith, 2023)



Figure 67. Entrance to SR-520 Trail (Smith, 2023)

## Sally's Alley

Sally's Alley is a local gem in Yarrow Point that remains largely unknown to residents outside of the Town. It is challenging to find and access the alley and trail due to obscured entry points and a lack of clear signage. At both ends of the alley and trail, private driveways dominate the landscape, making it less noticeable to passersby. The alley features an existing trail, providing a unique pathway for pedestrians. Along the trail, several significant trees add to the natural beauty of the area. It's important to note that Sally's Alley does not provide facilities or equipment for active recreation. In 2023, parking was prohibited in Sally's Alley and efforts are ongoing to improve the open space.



Figure 72. Sally's Alley Signage (Smith, 2023)



Figure 71. Sally's Alley (Smith, 2023)



## 7.5 Parks Needs Assessment

### *Levels of Service*

The parks system levels of service concept is to invest in the park system at a rate that current residents enjoy. The “base” LOS is the minimum standard the system is designed to meet, and the “target” LOS is an aspirational figure to strive to meet if resources allow. The Town does not currently have an adopted Parks LOS, but may choose to pursue one as part of a comprehensive PROS planning process or as an implementation goal of this Comprehensive Plan.

The capital improvement program in the Capital Facilities Element is designed to achieve Developed Park Acres. Developed Park Acres refers to improving the capacity of Yarrow Point parkland for public use to achieve intended park standards, whether for active, passive, or conservation purposes. The parkland classification or service area may be regional, community, neighborhood, urban, natural area/ greenway, linear park/trail, garden/gateway, or special use. Examples of development include but are not limited to, expanding the size of a playground, adding a restroom to a park, adding paths or picnic facilities to an undeveloped property, providing a community garden or dog park on an unimproved portion of a park, and other similar efforts.

### *Needs Assessment*

A full 100% of Yarrow Point parcels are within a half-mile buffer of either Morningside Park or the Wetherill Nature Preserve, both analyzed as Neighborhood Parks, given Wetherill’s low-impact recreation access and size. When analyzing walkshed, given that the Town is split by SR-520, five parcels fall outside of a half-mile walk to a neighborhood park in Yarrow Point. A further 92% of parcels are within a quarter-mile buffer of the Mini-Parks, but just 63% live within a quarter-mile walk of a mini-park. Given the walkability of Yarrow Point and the community’s support of greenspaces for active and passive recreation, these results imply that Yarrow Point is well-served by its existing parks system, but there is room for improvement. Without a formal LOS Standard, these numbers only serve as a coarse picture of Yarrow Point’s parks service levels. Future LOS Standards may want to consider the number of households within each park’s catchment or acres per capita as measures of service levels.

Yarrow Point is a largely residential community where the landscape has been thoughtfully developed to its current capacity. While there is capacity to add more units, in line with recent state housing legislation,

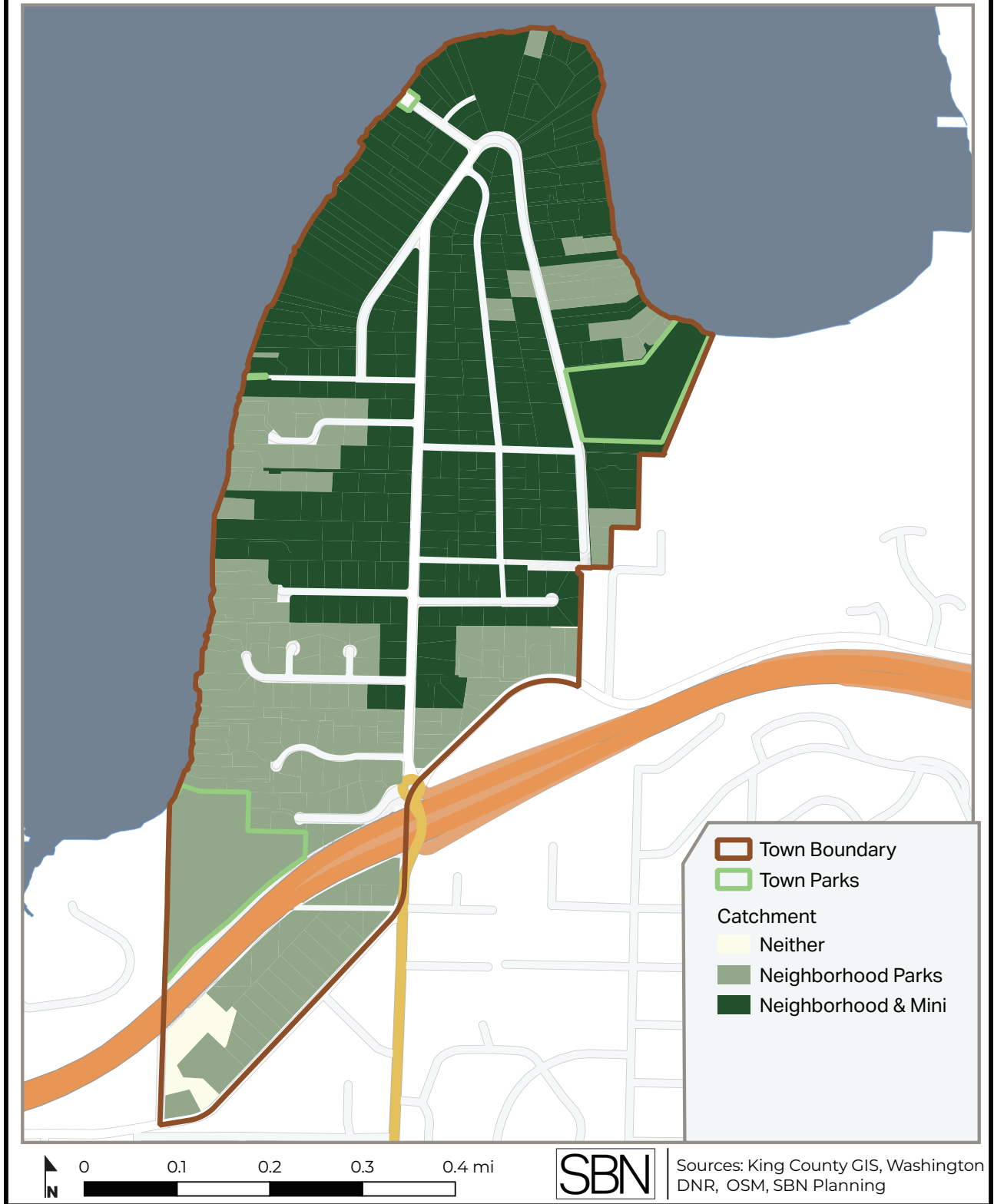


Figure 76. Map of Walkability and Catchment

there is not much vacant land to develop new parks. Future park development will likely have to focus on any possible partnerships, easements, or dedications of land to expand the parks system. In the meantime, this presents an opportunity to focus on enriching the quality and diversity of the existing open spaces and recreational facilities.

### ***Other Measures of Quality***

A future PROS Plan can help identify additional measures to establish an effective and efficient park and recreation system. This includes defining minimum standards for park classifications, establishing maintenance standards, and implementing operational guidelines. By developing these standards, the PROS Plan can ensure the smooth functioning of the park and recreation facilities, enhance user experiences, and promote the system's long-term sustainability.

### ***Public Engagement***

As part of the comprehensive plan update, the public engagement phase included gathering feedback from residents about their views on the town's parks, recreation, and open spaces. The survey focused on evaluating the community's perception of the quality and accessibility of local parks as well as an

open-ended question for more detailed responses on parks and recreation planning.

The results of the survey revealed a strong community interest in the town's parks and public spaces, a positive indication of the residents' engagement with their local environment. This interest is especially notable among families with children under 18, who express appreciation for the accessibility of these spaces. Feedback from these families highlighted areas for potential enhancement in Yarrow Point's parks and recreation facilities, including opportunities for more playgrounds, additional public water access points, expanded sports facilities, and increased ADA-compliant amenities. The survey responses suggest that families with children are particularly attuned to the benefits of well-equipped and accessible recreational spaces.

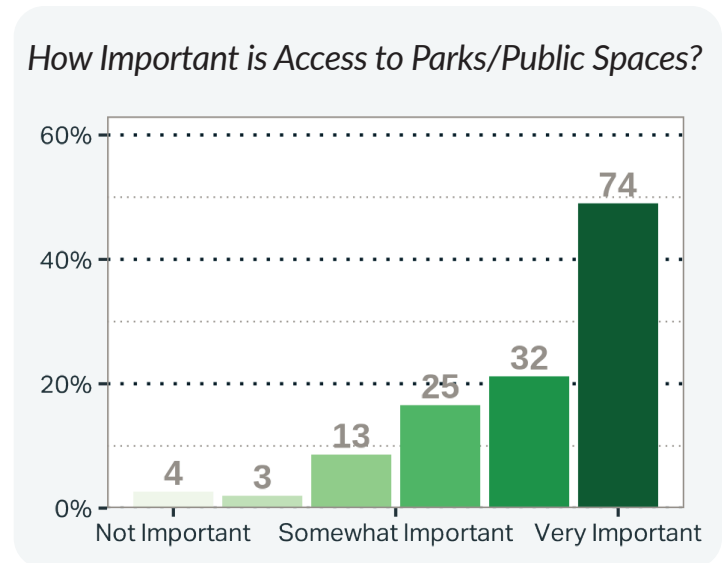


Figure 77. How Important is Access to Parks/Public Spaces? (SBN, 2023)

## 7.6 Parks, Recreation, and Open Space

### Goals and Policies

**Goal 1:** Foster a vibrant and inclusive community through thoughtfully designed public spaces and programs.

- **Policy 1.1:** Provide a park system that allows for residents to be active year-round and supports public health in the community.
- **Policy 1.2:** Make parks, including playgrounds and restrooms, ADA accessible and inclusive where possible.
- **Policy 1.3:** Encourage universal design of parks and trail facilities. Universal design intends to design environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design.
- **Policy 1.4:** Consider environmental supports and practices to foster inclusivity for all community members to ensure that everyone can fully participate and enjoy the town's facilities.
- **Policy 1.5:** Recognize that Yarrow Point parks are the main provider of community event spaces and activities. Increase special events in the town surrounding and districts to bring the community together and celebrate.

**Goal 2:** Enhance and sustain high-quality, accessible, and environmentally responsible parks and trails system in response to community growth and needs.

- **Policy 2.1:** Adopt a level of service addressing park and trail quantity, park distribution, and investment levels to meet the needs of Yarrow Point's growing community.

- **Policy 2.2:** Maintain and develop recreation facilities that support the existing land use and respond to any changes in land use when they arise.
- **Policy 2.3:** Prioritize investments that improve accessibility and promote an active lifestyle for its residents.
- **Policy 2.4:** Within park sites, provide for active and passive park elements consistent with park classifications, site conditions, master plans, and community engagement results.
- **Policy 2.5:** Evaluate each park site to continually update long-term maintenance needs and include capital improvements for each site that will enhance the use and value to the community, the neighborhood, and customers of the park.

**Goal 3:** Improve access to recreational amenities throughout the community by adding more amenities, and creating better connections through trails, sidewalks and bike lanes.

- **Policy 3.1:** Develop trails and greenways in the Town to connect the community to parks, waterways and other attractions and that allows residents to move safely in areas with traffic.
- **Policy 3.2:** Improve the signage to parks and trails in the Town to encourage greater use and access to parks, recreation facilities, and attractions.

**Goal 4:** Conserve open space and protect critical areas in the park system.

- **Policy 4.1:** Create design and maintenance standards that include environmental stewardship and sustainability. Prioritize strategies that conserve resources including water (e.g., drought tolerant plants, native plants).
- **Policy 4.2:** Manage park lands to protect the functions and values of ecosystems, protect wildlife corridors, and maintain compatibility with adjacent land uses.
- **Policy 4.3:** Acquire and preserve special or unique lands for future generations.
- **Policy 4.4:** Support water enjoyment opportunities that provide for recreational use or visual access to the shoreline for the general public.
- **Policy 4.5:** Adopt and enforce a Critical Areas Ordinance to preserve and maintain critical areas in the Town. Apply the best available science to ensure a high-quality ordinance.

**Goal 5:** Establish, replace, and maintain trees in parkland and rights of way recognizing clean air, shade, and habitat benefits.

- **Policy 5.1:** Ensure the town's public property tree code reflects changes in the community over time.
- **Policy 5.2:** Endeavor to Develop a plan for the maintenance of street trees planted by the Town and tree canopy in Town parks.

- **Policy 5.3:** Maintain or improve tree canopy in Yarrow Point's parklands and streetscapes. Prioritize canopy enhancement projects in areas that have the lowest canopy cover. Strategically and equitably implement tree canopy in areas with higher heat island effects.
- **Policy 5.4:** On parklands and streetscapes, treat or remove diseased trees, trees posing safety hazards, or trees that are at the end of their lifespan consistent with professional standards and environmental regulations. Provide for tree replacement or establishment in suitable locations.

**Goal 6:** Sustainably fund the Parks and Recreation System through the effective use of all available revenue resources and prioritize spending in accordance with this Plan.

- **Policy 6.1:** Develop strategies for increasing park funds and access through fundraising, estate gifting, contracts, interlocal agreements, organizational partnerships, and community sponsors.
- **Policy 6.2:** Prioritize capital facility investments that support the preservation, stewardship, and maintenance of existing PROS facilities.
- **Policy 6.3:** Create and implement new funding sources needed to meet the needs of the parks and recreation services, and to maintain a quality park and recreation system in a sustainable manner.
- **Policy 6.4:** Seek committed partners and volunteers to support the operations of the Parks.

- **Policy 6.5:** Explore additional funding opportunities to support annual maintenance and operations improvements.
- **Policy 6.6:** Establish service standards to share clear expectations regarding maintenance and operation of facilities.

**Goal 7** Encourage public participation and communication in the development of programs, parks, facilities, and trails.

- **Policy 7.1:** Encourage public participation in the planning and design of parks, facilities, and trails.
- **Policy 7.2:** Inform the community and news media of events, and opportunities to participate meaningfully in planning for parks.
- **Policy 7.3:** Promote volunteerism to enhance community ownership and stewardship of the Yarrow Point park system.

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

10.4  
April 09, 2024

<b>Middle Housing</b>	<b>Proposed Council Action:</b> Discussion and Vote
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<b>Presented by:</b>	Town Planner
<b>Exhibits:</b>	Middle Housing Gap Analysis Draft Middle Housing Engagement Plan

**Summary:**

The Washington State Legislature passed multiple housing bills, all designed to increase the range of allowable housing types within jurisdictions. Read together, these bills require local jurisdictions to allow a broader variety of housing types in residential areas as well as an increased density component. They also require local jurisdictions to transition away from discretionary design review to an objective administrative process.

The Town applied for and was awarded a \$35,000 grant to help pay for the implementation of the new requirements.

As part of the regulations update process, Town Staff have created a public engagement plan and timeline, along with a draft survey and draft informational webpage. Ahead of launching the public engagement process as required under the grant provisions, Town Staff have developed a gap analysis document which goes through the new laws and outlines elements which are applicable to the Town. The gap analysis then highlights where in the Town’s codes, policies, and administrative processes will need to be updated in order to comply with the new laws.

To assist local jurisdictions, the Department of Commerce prepared a model ordinance that incorporates the new requirements. Town Staff proposes that the Department of Commerce model ordinance is used as a starting point, and then modified as necessary to specifically address the Town’s requirements. Town Staff also proposes to draft codes, policies, and administrative procedures to address the items listed in the gap analysis on pages 7 & 8.

**Recommended Action:**

I move to approve the Middle Housing public engagement plan.

AND

I move to direct staff to update applicable Town regulations to ensure compliance with Middle Housing regulations.



## Middle Housing Public Engagement Plan

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SBN Planning  
April 3, 2024



## Goals

Inform residents and Town administration about the opportunities and requirements of the middle housing and accessory dwelling unit (ADU) House Bills: 1110 and 1337.

Detail and discuss possible impacts on the Town and possible approaches to Yarrow Point's development regulation updates.

Engage residents throughout the process to better understand their perspectives and input for the Town – in coordination with the Planning Commission and Town Council.

Ensure accessibility of communication through different forms of media to reach the most community members possible.

Continue to strive for a transparent approach to governance and clear communication of regulations that allow for a greater depth of understanding and trust in Town administration among residents.

DRAFT

# Strategies

## Newsletters and Announcements

The Yarrow Point digital newsletter and announcements will introduce the upcoming middle housing requirements, provide updates on progress, and announce upcoming events and feedback opportunities. The Town's newsletter has a wide reach in Yarrow Point and is an existing line of communication that connects with Town administration, current events, and public meetings. Printed flyers on pagodas will announce critical touchpoints, including the open house, survey period, and public hearings.

## Website Project Page

Key resources will be available to residents via the Town's website to keep stakeholders informed about the project's timeline, status, and scope. Background and contextual resources will include definitions of middle housing typologies, implementation requirements, and Commerce resources. Additionally, information about the project's general timeline, engagement opportunities, and subsequent engagement results will be provided as the project progresses.

## Public Survey

A digital survey will be used as a jumping-off point to inform Yarrow Point residents of middle housing requirements and to establish a clearer picture of resident expectations for how Yarrow Point should approach development regulation updates. The survey will be announced through emails and postings at community pagodas: QR codes on the pagodas, links in newsletters and on the Town website. A physical copy at Town Hall will ensure broad coverage and accessibility through several means of communication.

## Open House Event

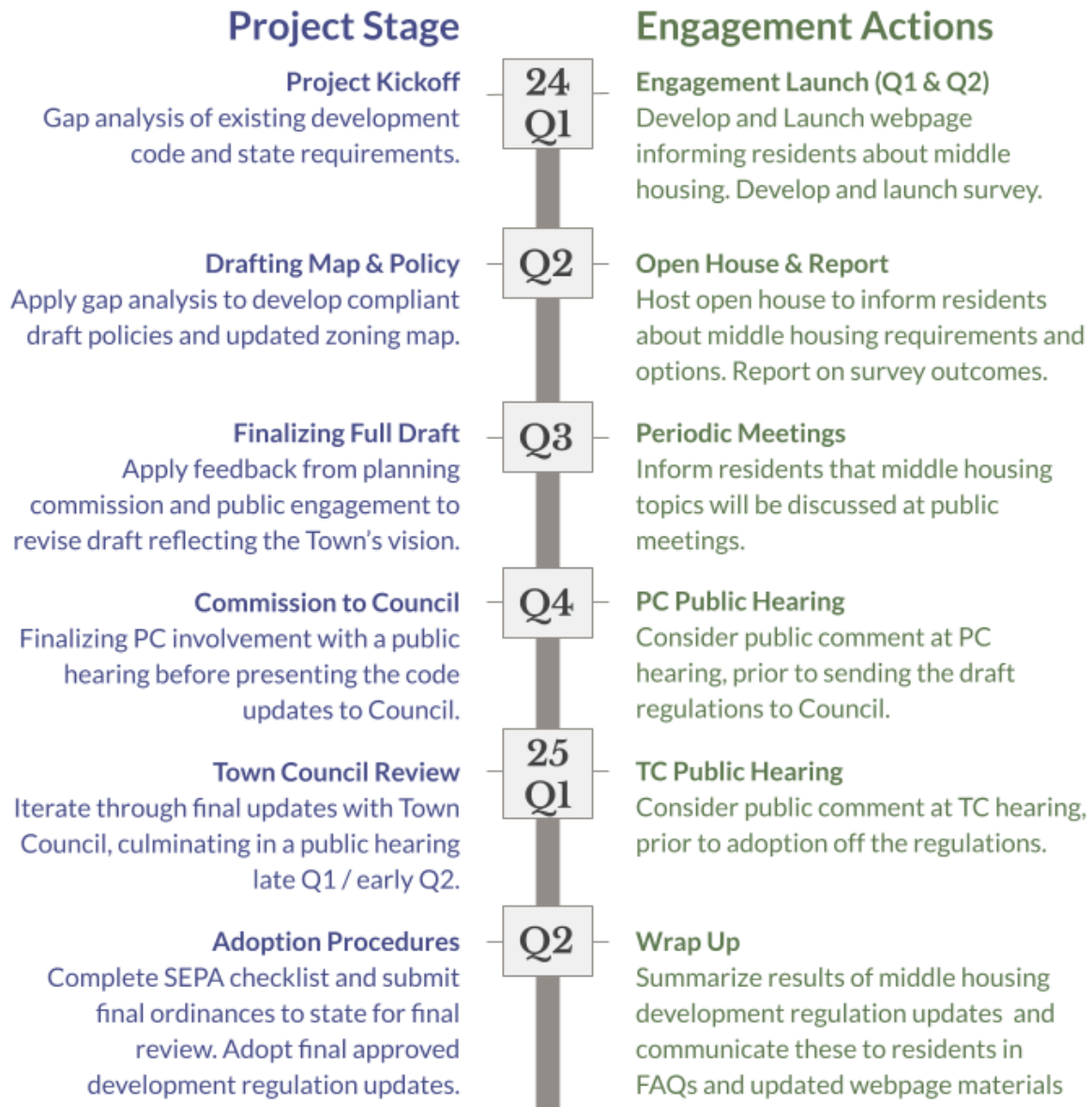
An in-person event will be held to engage directly with residents, with the support of Town staff. Digital and physical survey methods will be available at the open house to remind attendees and offer them a low-barrier opportunity to participate. A brief informational presentation followed by a Q&A session will inform residents about middle housing requirements and allow residents to offer better-informed feedback about their preferences for middle housing in Yarrow Point. Materials, including poster boards, will support active discussion between residents, Town officials, and staff.

## Periodic Public Meetings

Leveraging the existing periodic meetings of the planning commission during the drafting of the regulations will offer consistent and predictable opportunities for residents to offer comments, voice concerns, and stay informed throughout the planning process. A public hearing will follow the Planning Commission's process and prior to the Council's adoption of these regulatory updates. Clear and timely noticing of these meetings and what will be discussed therein will support public feedback throughout the project.

# Timeline

The following timeline presents the generalized stages of the project in quarters alongside the accompanying engagement actions. Some elements may shift as a result of town priorities and obligations.





# Town of Yarrow Point

## Middle Housing Gap Analysis

### HB1110 and HB1337

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#### Introduction

During the 2023 state legislative session a housing bill was passed and signed into law which applies to the Town of Yarrow Point and requires that the Town implement a range of changes to its development regulations. This document outlines the state requirements, and calls out places in our regulations, policies, and various documents where we will need to implement changes to be compliant with the new state level legislation.

[HB 1110](#) - For Yarrow Point: allow middle housing in single-family zones; allow only administrative design review of objective standards; required to allow two middle housing units on each lot; provide process and criteria for extensions of implementation; and the bill directs Commerce to provide technical assistance including rulemaking and certification authority. It also amends RCW 43.21C to exempt certain actions from environmental review.

[HB 1337](#) - Requires that counties and cities allow two accessory dwelling units (ADU) on every lot in predominantly single-family zones within urban growth areas. For Yarrow Point we only need to allow 2 units per lot, including the primary. It also limits parking requirements based on distance from transit and lot size and removes barriers to separate sale and ownership of ADUs.

#### High level Implications

The new legislation requires that the jurisdiction allow at least two housing units per lot in a range of configurations on all areas previously zoned for single family. Additionally, accessory dwelling units may be sold separately from the main house, there is a reduction in required onsite parking, and an increase in accessory dwelling unit square footage. When applicable any design criteria must be objective, applied uniformly across single family and middle housing types, and is subject only to administrative review.

If the Town does not adopt its own development regulations the State's model ordinance shall be in effect. These ordinances allow for more than the minimum requirements under the legislation.

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## Gap Analysis:

### State Deadline

The Town will need to adopt updated development regulations by June 30th, 2025 or the model ordinances will apply.

## HB1110 Requirements

### Jurisdiction Category

Tier 3: Cities with population under 25,000 that are contiguous with a UGA (Urban Growth Area) that includes the largest city in a county with a population over 275,000

The Town of Yarrow Point falls under the “tier 3” jurisdictional category and is required to allow for at least two units on all lots zoned primarily for residential uses. HB1110 Sec 3(1)c. The Town can adopt zoning that may allow more units.

### Community Outreach and Engagement

Under the provisions of the Middle Housing Grant, the Town is required to conduct public engagement with the intent of informing residents of the new legislation, and getting their feedback on desired outcomes beyond the minimum requirements.

### Housing Typologies

HB1110 requires that the Town allow for at least 6 out of 9 middle housing typologies, but in 2024 HB2321 clarified that Tier 3 Jurisdictions such as Yarrow Point are not required to allow types beyond the density requirements. HB1110 Sec. 3(5) (2 units per lot). The following typologies are required to be allowed in Yarrow Point:

- "Cottage housing" means residential units on a lot with a common open space that either: (a) Is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space.
- "Courtyard apartments" means attached dwelling units arranged on two or three sides of a yard or court.
- “Duplex” means a residential building with two attached dwelling units
- "Stacked flat" means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or

owned.

### Lot Subdivision

A city must also allow zero lot line short subdivision where the number of lots created is equal to the unit density required. HB1110 Sec. 3(5)

### Permitting and Review

- The Town shall apply to middle housing the same development permit and environmental review processes that apply to detached single-family residences, unless otherwise required by state law including, but not limited to, shoreline regulations under chapter 90.58 RCW, building 16 codes under chapter 19.27 RCW, energy codes under chapter 19.27A RCW, 17 or electrical codes under chapter 19.28 RCW HB1110 Sec. 3(6)(c)
- The Town shall not require through development regulations any standards for middle housing that are more restrictive than those required for detached single-family residences, but may apply any objective development regulations that are required for detached single-family residences, including, but not limited to, set-back, lot coverage, stormwater, clearing, and tree canopy and retention requirements to ensure compliance with existing ordinances intended to protect critical areas and public health and safety. HB1110 Sec. 3(6)(b)

### Parking

- A maximum of one off-street parking space per unit shall be required on lots smaller than 6,000 square feet, before any zero lot line subdivisions or lot splits. HB1110 Sec. 3(6)(e)
- A maximum of two off-street parking spaces per unit shall be required on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits. HB1110 Sec. 3(6)(f)

### Critical Areas

Middle Housing requirements do not apply to critical areas, or their buffers, and wetlands that serve potable water sources. HB1110 Sec. 3(8)

The state has not clarified how it will interpret critical areas and their buffers, where jurisdictions do not have explicit definitions, or lack an adopted critical areas ordinance prior to the passing of HB1110.

## HB1337 Requirements

### Unit Requirements

Allow for two ADUs on each lot in a zone that allows single family residential development.

HB1337 Sec. 4(1)(c)

The Town will need to decide on a legal interpretation of the interaction between HB1337 and HB1110 since the latter gives different guidance regarding unit lot density.

“A city may allow accessory dwelling units to achieve the unit density required in subsection (l) of this section. Cities are not required to allow accessory dwelling units or middle housing types beyond the density requirements in subsection (l) of this section.”

HB1110 Sec. 3(5)

Staff interpret the interaction of this legislation to mean that jurisdiction must allow two units per lot under HB1110 and that this may include an accessory dwelling unit, which in effect eliminates the “two ADUs” on each lot provision of HB1337. This will require direction from council as to the final direction the Town will take.

### Ownership and Occupancy

- Owner of the lot is not required to reside on the property. HB1337 Sec. 4(1)(b)
- Condominiumization, and sale, of units originally built as ADUs may not be restricted. HB1337 Sec. 4(1)(k)

### Building and Site Characteristics

- ADUs may not be restricted to less than 1000 ft of gross floor area. HB1337 Sec. 4(1)(f)
- ADUs may not be restricted to less than 24’ in height, unless the height limits for the principal structure are less than 24’ in which case the requirements must match. HB1337 Sec. 4(1)(g)
- Setbacks, yard coverage limits, tree retention mandates, entry door locations, aesthetic requirements, or design review requirements may not be more restrictive than those for the principal unit. HB1337 Sec. 4(1)(h)
- Street Improvements are not required for permitting. HB1337 Sec. 4(1)(k)(l)
- ADUs may be attached or detached.



## Critical Areas

- ADU requirements do not apply to critical areas, or their buffers, and wetlands that serve potable water sources. HB1337 Sec. 4(4)
  - The state has not clarified how it will interpret critical areas and their buffers, where jurisdictions do not have explicit definitions, or lack an adopted critical areas ordinance prior to the passing of HB1337.

## Parking

The Town may not require more than one off-street parking space per unit as a condition of permitting development of accessory dwelling units on lots smaller than 6,000 square feet before any zero lot line subdivisions or lot splits. HB1337 Sec. 4(1)(k)(2)(ii)

The Town may not require more than two off-street parking spaces per unit as a condition of permitting development of accessory dwelling units on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits. HB1337 Sec. 4(1)(k)(2)(iii)

## Required Changes and Updates

As a result of HB1110 and HB1337 the minimum required changes the Town will need to implement are included below. If the Town does not implement its own development regulations the model ordinance will apply. The model ordinance has been reviewed by town staff and allows for more than the minimum two unit density as well as allowing less restrictive provisions than the minimums of HB1110 throughout.

### Code Updates (Includes Municipal, Stormwater, and Shoreline)

- Primary Uses will need to be updated to include the new housing typologies
- Permitting requirements will need to be updated and detailed for the new typologies
- Definitions will need to be updated throughout the code to reflect the new housing typologies, permits, and zoning designations.
- Parking requirements will need to be updated so as to reflect the new requirements.
- Housing and ADU owner occupancy requirements will need to be updated
- ADU allowable area will need to be updated
- Occupancy levels for an ADU will need to be updated
- Shoreline Master Program will need to be updated to reflect new typologies
- Short Subdivision requirements will need to be adopted
- Short Plat requirements will need to be updated
- Zero Lot Line Short Subdivision requirements need to be adopted
- Code elements adopted by reference will need to be updated to reflect the new housing typologies and associated requirements.
- Stormwater and Utility implications will need to be quantified and requirements codified as needed.
- Update Stormwater Standards to reflect new unit densities and typologies
- Update Addressing requirements
- Update Mailbox requirements
- Create Internal setback requirements (currently not adopted)
- Adopt necessary changes to fire code
- Roadway access and standards
- Emergency Turnaround requirements
- Review and Update Private Lane capacities

## Zoning and Land Use

The Town will need to change the zoning designations for all areas currently zoned single family residential.

A new zoning map will need to be created and adopted by the Town

## Policy Requirements

- The comprehensive plan must include goals and policies which are inline with the implementation of middle housing and the new ADU requirements.
- The land use and housing elements of the comprehensive plan must reflect the new requirements of HB1110 and HB1337
- Add policies that reflect unit lot density instead of previously used units per acre
- Update projected growth to reflect new land use and zoning.

## Objective review Criteria

Location of ADU entrances can no longer be restricted as it is today

Design criteria may be created, but may not be more restrictive to ADUs or Middle Housing than to Single Family Homes.

## Administrative Updates

Update to Permit Forms

New Permit Processing and Tracking Documents

Updates to Fee Schedule

Update Noticing practices

Updates to Website

FAQ for Applications

Design Review Criteria (Optional)

## Conclusion

The implementation of HB1110 and HB1337 requirements will necessitate a major set of updates to the Town's codes and practices. The Town Council will also need to decide if the minimum requirements of the new legislation is the extent of the changes, or if additional elements will be considered, such as creating objective design criteria for the Town. A public engagement process as required by the conditions of the grant will help to inform the council's decision making process.

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

10.5  
April 09, 2024

<b>Climate Planning</b>	<b>Proposed Council Action:</b> Discussion and Vote
<b>Presented by:</b>	Town Planner
<b>Exhibits:</b>	Draft Department of Commerce climate planning grant contract

**Summary:**

The Washington State Legislature passed house bill 1181 (“HB 1181”) in July 2023 which requires local governments to plan for climate change impacts. RCW 36.70A.130(5) requires Yarrow Point to revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the Growth Management Act (GMA) as revised by HB 1181. The Department of Commerce (“COM”) is administering a grant program to aid jurisdictions in planning for and adopting the requirements of HB 1181. The available grant funding for the Town is \$100,000.

Town Council directed staff to apply for the proposed grant at the November 2023 regular meeting. On March 15th, COM confirmed the Town would be awarded funding during this biennium. The final details and draft contract for review were sent to staff on March 28th.

The much slower than anticipated response from the COM has resulted in the need to shift our initial timeline. Being that the state fiscal year ends on June 30th, and the deadline for completion of all the work is June 30, 2029. Staff proposes shifting proposed deliverables out of this state fiscal year and into the next so that a reasonable workflow and timeline can be maintained.

The timeline and scope may be revised prior to the final grant contract, and subsequently amended as needed to accommodate shifts in timelines and goals during the subsequent 6 years prior to the required adoption date.

The changes to the contract are on pages 13-15 and are highlighted for review.

**Recommended Action:**

I move to direct staff to update the climate grant scope and budget timeline as presented.

AND

I move to authorize the mayor to sign the Department of Commerce climate planning grant contract.



**Interagency Agreement with**

**Town of Yarrow Point**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-228**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63610-XXX

**Local Government Division  
Growth Management Services  
2023-2025 Climate Planning Grant**

<b>1. Contractor</b> Town of Yarrow Point 4030 95 <sup>th</sup> Avenue NE Yarrow Point, WA 98004		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Aleksandr Romanenko planning@yarrowpointwa.gov		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$35,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A	<b>Federal Agency:</b> N/A	<b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> 0286550-00	<b>12. UBI #</b> 601-140-658	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" Budget			
<b>FOR CONTRACTOR</b>  _____ <insert name>, <insert title>  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Special Terms and Conditions**

### **1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### **2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$35,000, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-228. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

#### Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.





Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**Line Item Modification of Budget**

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING**

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.



The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](http://climate.wa.gov/brandtoolkit).

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

"The WA Department of Commerce climate planning grant is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

## 7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## 8. **FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

## 9. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

#### **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

#### **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

#### **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

#### **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

#### **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## 20. **TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

DRAFT





RECEIVED

*We inspire people to plant, nurture, and celebrate trees.*

MAR 11 2024

TOWN OF YARROW POINT  
Clerk's Office

Mayor Katy Harris  
4030 95th Ave NE.  
Yarrow Point, WA 98004

Dear Tree City USA Community Member,

On behalf of the Arbor Day Foundation, I'm thrilled to congratulate Yarrow Point on earning recognition as a 2023 Tree City USA. Residents of Yarrow Point should be proud to live in a community that makes the planting and care of trees a priority.

Founded in 1976, Tree City USA is a partnership between the Arbor Day Foundation, the U.S. Forest Service, and the National Association of State Foresters. Yarrow Point is part of an incredible network of more than 3,600 Tree City USA communities nationwide, with a combined population of 155 million.

Over the last few years, the value and importance of trees has become increasingly clear. Cities and towns across the globe are facing issues with air quality, water resources, personal health and well-being, and energy use. Yarrow Point has taken steps to create to a brighter, greener future.

We hope you are as excited as we are to share this accomplishment with your local media and your residents. Enclosed in this packet is a press release for you to distribute at your convenience.

We're excited to celebrate your commitment to the people and trees of Yarrow Point. Thank you, again, for your efforts.

Best Regards,

Dan Lambe  
Arbor Day Foundation Chief Executive

FOR IMMEDIATE RELEASE

Contact:

Jasmine Putney  
Arbor Day Foundation  
402-216-9307  
[jputney@arborday.org](mailto:jputney@arborday.org)

## Arbor Day Foundation Names Yarrow Point a 2023 Tree City USA®

LINCOLN, Nebraska (3/5/2024) – Yarrow Point was named a 2023 Tree City USA by the Arbor Day Foundation to honor its commitment to effective urban forest management.

Yarrow Point achieved Tree City USA recognition by meeting the program's four requirements: maintaining a tree board or department, having a tree care ordinance, dedicating an annual community forestry budget of at least \$2 per capita, and hosting an Arbor Day observance and proclamation.

The Tree City USA program is sponsored by the Arbor Day Foundation, in partnership with the U.S. Forest Service and the National Association of State Foresters.

“Tree City USA communities see the positive effects of an urban forest firsthand,” said Dan Lambe, chief executive of the Arbor Day Foundation. “The trees being planted and cared for by Yarrow Point are ensuring that generations to come will enjoy to a better quality of life. Additionally, participation in this program brings residents together and creates a sense of civic pride, whether it’s through volunteer engagement or public education.”

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, energy use, and extreme heat and flooding. Yarrow Point is doing its part to address these challenges for residents both now and in the future.

More information on the program is available at [arborday.org/TreeCityUSA](http://arborday.org/TreeCityUSA).

### **About the Arbor Day Foundation**

Founded in 1972, the Arbor Day Foundation has grown to become the largest nonprofit membership organization dedicated to planting trees, with more than one million members, supporters and valued partners. Since 1972, almost 500 million Arbor Day Foundation trees have been planted in neighborhoods, communities, cities and forests throughout the world. Our vision is to lead toward a world where trees are used to solve issues critical to survival.

As one of the world's largest operating conservation foundations, the Arbor Day Foundation, through its members, partners and programs, educates and engages stakeholders and communities across the globe to involve themselves in its mission of planting, nurturing and celebrating trees. More information is available at [arborday.org](http://arborday.org).



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our town increase property values and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* Katy Kinney Harris, Mayor of the Town of Yarrow Point, do hereby proclaim April 26, 2024, as

# Arbor Day

In the Town of Yarrow Point, and April 26<sup>th</sup> as our official celebration day and clean up day. I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this* 2<sup>nd</sup> day of April, 2024.

  
Mayor Katy Kinney Harris

**From:** [Edward Esparza](#)  
**To:** [Austen Wilcox](#)  
**Subject:** Public comment for March Town Planning Commission Meeting  
**Date:** Tuesday, March 19, 2024 4:23:15 PM

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Hi Austen,

Please state the following on my behalf at the planning commission meeting tonight.

Please also include this email in the complete written packet produced for the next meeting of the Town Council and Planning Commission.

From Ed Esparza 9043 NE 37th PL

Dear Town Planning Committee,

Regarding the Comprehensive Plan, it was mentioned by Town Council that a vision statement should guide what the Township aspires to be. In addition, there is a lot of language pertaining to the environment and trees. In light of several petitions asking the Township to respect property rights, there should be language to that effect within the Comprehensive Plan as a means of checks and balances.

Regarding the tree code, i have concerns about the proposed changes to deal with the following scenarios:

A resident wishes to upgrade their roof to solar panels that will exceed 50,000. They will be mandated by your proposed changes to plant significant trees that will block the sunlight to their panels. How are the tree code changes consistent with the spirit of the tree code in fighting climate change? Please remember that a tree only offsets 2 gallons of gasoline a year.

Lakefront properties redevelop and have to plant significant trees that turn view properties into nonview properties. The affected residents now appeal their property valuations that were higher when they had views and the tax base of Yarrow Point decreases significantly. How is the town going to address budgetary shortfalls?

Is the planning commission aware that the bonded maximum exceeds the value most projects would pay in submitting for building permits? So how can this amount be considered proportional? Also how are sales of properties with bonded trees going to be handled to make the resident selling the property whole after title has been transferred? How are new owners going to be billed to restore the bond?

Lastly, why has the Town Planning Commission and the Town Planner never given any thought to incentives in the Proposed Tree Code despite multiple large petitions asking for incentives rather than mandates in encouraging the canopy?

Thank you.

Dear Town of Yarrow Point,

This letter is to illustrate our concern for the stop signs on the corner of 92<sup>nd</sup> and 40<sup>th</sup> within our town. Several years ago, we began to notice the overwhelming frequency with which cars drove through the stop sign on 92<sup>nd</sup> and 40<sup>th</sup> (running south or northbound on 92<sup>nd</sup>). Many of whom, were non-residents who genuinely didn't appear to see the stop signs at all. Others were people who live in the town, and either (somehow) didn't see the stop sign, or unapologetically didn't care to stop.

This is deeply concerning for the safety of residents/visitors in our community. We applaud the effort to tape up neon flags to the stop signs, but this is by no means a permanent solution. Has there even been confirmation that they do the job necessary to alert drivers to stop? Adjacent neighborhoods have utilized flashing stop signs, which are permanent, and appear to do the job in alerting drivers to less visible stop signs.

I have heard a discussion about removing the stop signs on 92<sup>nd</sup>/40<sup>th</sup> in their entirety in an effort to eliminate the issue. Here's why this is not an adequate solution; pedestrians and bikers (children and adults, alike) frequent 40<sup>th</sup> (as it is a major thoroughfare to town hall, and Morningside park which was built as a destination for kids to gather). Without a stop sign, I worry that we will have an accident that no one can take back.

I urge you to consider flashing stop signs on the corner of 40<sup>th</sup>/92<sup>nd</sup>. It's the best solution for maintaining the safety of our community.

If the town is concerned about an added expense, we would be happy to do a capitol campaign to raise the funds necessary.

Thank you for your consideration,

Mark and Jayme Freeborn

**RECEIVED**

By Town of Yarrow Point at 12:32 pm, Apr 04, 2024

From: Vadim Bondarev, 4029 95<sup>th</sup> Ave N.E.

Subject: Planning Commission and the New Tree Code.

I often hear council members and the Mayor say that the best way to impact of the town's initiatives is by attending planning commission meetings, sharing our concerns, contributing our ideas in other words helping to shape new legislation before it is voted on by the council. We, my wife and I, did exactly that. The following is a description of our experience.

1. At the January planning commission meeting, having studied the January draft of the new tree code, we pointed out to the commissioners that the language prohibiting the legal removal of healthy heritage trees in the setback, would make 1/3 of our property unusable.

The commissioners listened and understood.

2. At the February planning commission meeting, having studied the February draft of the new tree code, we found that the prohibition on legal removal of healthy heritage trees in the setback remained in place. Our January input had no impact. We then submitted a graphical illustration of how such restrictions would impact our property, as well as, many other properties in town. (See Exhibit A) Specifically, that the heritage tree in the setback language of the code would reduce the value of our property by effectively prohibiting the town from issuing a permit to remove a healthy heritage tree in the setback for the purpose of;
  - a) construction of a pool, a sport court, alternative landscaping, etc.
  - b) construction of any structure outside of the setback that could damage the root structure of the heritage tree in the setback.

At the February meeting, commissioners reviewed, discussed and understood our submission.

3. At the March planning commission meeting, having studied the March draft of the new tree code, we found that yet again, the prohibition on legal removal of healthy heritage trees in the setback remained in place. Our February input also had no impact.

Few weeks later I listened to the audio record of the proceedings, to my surprise, at multiple points during the meeting, Chair Hellings assured attending Councilman Hyman and Bush that, and I quote;

***"There is no tree in Yarrow Point that has code now or proposed that you can't cut down plain and simple"*** (Audio recording 1:43:37)

And then again a bit later;

***"I don't get this why people are feeling like they losing value because when the tree get to a certain point they no longer are allowed to cut it down. It's not true. Even in more restrictive code. I do not get why Scalzo thinks that way, I don't get why whatever is his name across the street thinks that way..."*** (2:04:25).

These statements, made by Chair Hellings, are incorrect. Since I am being addressed somewhat directly, as I happen to live across the street, I will take it upon myself to reiterate the main points of our January and February submissions, explaining why Chair Hellings interpretation of the code written by his commission is wrong.

Please refer to the image below from the latest version, dated March 19th, of the tree code.

**20.22.030 Tree removal and minimum ~~significant tree density~~.**

A. Removal. A tree removal permit shall be required for the removal of any significant or heritage tree.

B. Density. A minimum of one significant or heritage tree per 5,000 square feet of property lot area shall be required and maintained following the removal of any significant and/or heritage tree; or for all new residential construction and for all remodeling projects over \$50,000 in value.

C. Setback Area. A heritage tree in a setback may not be removed unless:

1. The tree is a hazardous tree or;

2. Alternative designs for the driveway have been considered per YPMC 20.22.035 (Alternative Designs).

Note the precision of the language under section 20.22.030 C: the heritage tree in the setback may not be removed unless it is hazardous or for the purpose of driveway construction. Those are the only two acceptable conditions, with no exceptions. Therefore, a healthy heritage tree in the setback that is not in the way of the future driveway cannot be legally removed, ever. Not to build a pool. Not to build a sports court. Not for any reason a resident of Yarrow Point might choose to use their setback. As you can see, it is not quite the same as ***“There is no tree in Yarrow Point that has code now or proposed that you can’t cut down plain and simple”*** In fact, if the new code is adopted, there will be many trees on private properties that can never be legally removed.

Now that it has been established that the new code, perhaps inadvertently, created a subset of heritage trees that can never be legally removed, let’s take a careful look at the impact of the Root Protection Zone (RPZ) on the properties of residents with heritage trees in the setback.

A 46-inch DBH (Diameter at Breast Height) tree requires an RPZ with a 46-foot radius in all directions. Below, please find definitions from section 20.22.090 D of the March 19th version of the code.

1. Tree protection fencing or other barriers shall be installed along all clearing limits just outside of a tree’s root protection zone (RPZ). Tree protection fencing shall be the installation of a rigid cyclone fence, six feet in height located just outside the root protection zone. In the case of trees along a driveway, public right-of-way, or high-traffic areas, plywood fencing no less than six feet in height may be used in lieu of a rigid cyclone fence. A moveable panel or gate should be part of the fencing or barrier to allow access to the RPZ.

10. Where access for machinery or any vehicle is required within the RPZ of any significant or heritage tree, the soil should be protected from compaction. Acceptable methods may include 18 inches of wood chips or hog fuel, plywood, or steel sheets. Town staff should be contacted a minimum of 48 hours before entering into the RPZ.

In accordance with 20.22.090 D1 (1) above, the root system of a 46-inch DBH tree must be protected by a fence positioned 46 feet away from the heritage tree in the setback. Furthermore, as stated in 20.22.090 D10 (10) above, the protected area must be treated with care to minimize transient access by construction vehicles. It therefore logically follows that the root system must also be safeguarded from

being completely cut by the foundation of any structure placed at the boundary of the setback. Consequently:

- a) The buildable area of all properties with heritage trees in the setback will be significantly reduced, now defined by the combination of the Root Protection Zone (RPZ) and the setback. Many properties, bounded by the RPZs of heritage trees in the setback and trees in the Right of Way (ROW), will effectively become legally unbuildable.
- b) The buildable area of all properties directly adjacent to the heritage tree on neighboring areas will also be drastically reduced.

Please refer to the example in Exhibit B.

I hope this explanation helps Chair Hellings better understand my problem with the new tree code.

However, after listening to the audio recording of the March planning commission meeting, I find myself facing another issue. I fail to comprehend why, despite taking the time to carefully craft our submissions, which aimed to highlight the very problem with the code I've summarized above, our inputs were blatantly ignored. Our arguments were unopposed; there were no written or oral counterarguments to our submissions. The commission provided no justification for rejecting our appeal, yet inexplicably, none of our arguments made any difference. Isn't it part of the planning commission's mission to listen to the inputs of all residents, even those with views opposite to those of the commissioners? If so, there is certainly no evidence of that in the new code. One might argue that the planning commission's work was still in progress, and our appeals might eventually be taken into consideration. But you would be wrong. To quote Commissioner Sims in his comments to Councilmen Hyman and Bush, "**... we agreed on the last revision after you guys gave us your comments back so there is unanimity here. We think we've done our job, but you guys can't make a decision. Is that because it's politically difficult?**" (2:18:41).

**"We think we've done our job"** – the code was ready to be advanced to the council; the only reason it wasn't is that, at the last moment, the Council intervened and asked the planning commission to study alternatives to punitive restrictions, including incentives. It was a pleasant surprise and we are grateful to the Council for this new direction and are cautiously hopeful for a positive outcome.

Recommendations:

1. The tree code is too divisive of an issue to be placed solely on the shoulders of the planning commission. The council might consider setting up a separate, more balanced tree code study group, with equal representation from older properties with heritage trees in the setback as well as properties of the town's residents who are known to be vocal proponents of the more stringent version of the tree code.
2. Whatever version of the tree code the planning commission chooses to advance, honesty is key. Do not conceal future costs behind misleading language. Do not make residents read the fine print. Produce and widely distribute an accompanying document that clearly, without bias, identifies the worst-case costs of the new tree code to the properties of large tree owners.

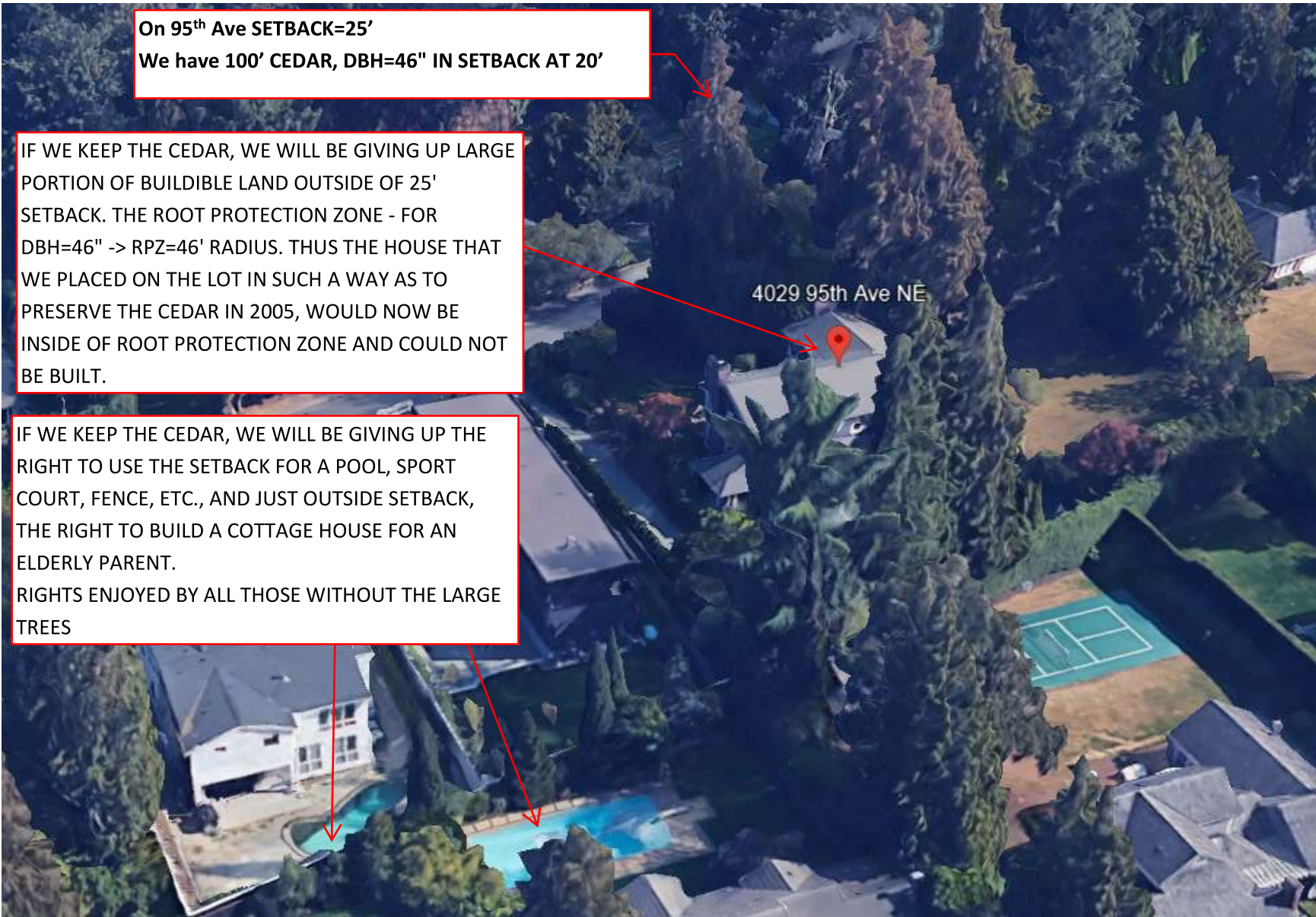


**EXHIBIT A**

**On 95<sup>th</sup> Ave SETBACK=25'  
We have 100' CEDAR, DBH=46" IN SETBACK AT 20'**

IF WE KEEP THE CEDAR, WE WILL BE GIVING UP LARGE PORTION OF BUILDIBLE LAND OUTSIDE OF 25' SETBACK. THE ROOT PROTECTION ZONE - FOR DBH=46" -> RPZ=46' RADIUS. THUS THE HOUSE THAT WE PLACED ON THE LOT IN SUCH A WAY AS TO PRESERVE THE CEDAR IN 2005, WOULD NOW BE INSIDE OF ROOT PROTECTION ZONE AND COULD NOT BE BUILT.

IF WE KEEP THE CEDAR, WE WILL BE GIVING UP THE RIGHT TO USE THE SETBACK FOR A POOL, SPORT COURT, FENCE, ETC., AND JUST OUTSIDE SETBACK, THE RIGHT TO BUILD A COTTAGE HOUSE FOR AN ELDERLY PARENT.  
RIGHTS ENJOYED BY ALL THOSE WITHOUT THE LARGE TREES



## EXHIBIT B

Heritage tree in ROW of lot C

1" DBH => 1' radius Root Protection Zone (RPZ)



1. Buildable land is limited to the areas outside of the RPZ circles and property setbacks. Lot A becomes effectively unbuildable.

2. If the town allows for reduced RPZ in setback of Lot B (pool, hot tub, sport court, etc.), does the town take on liability for the potential damage to the root structure of the heritage tree that may at some point result in loss of life and/or property, should the tree fall on the house?

3. If Lot A, out of safety concerns, objects to reduced RPZ for Lot B, how would the town resolve it?

**EXHIBIT B**



1" DBH => 1' radius Root Protection Zone (RPZ)