

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

The Town of Yarrow Point has moved to hybrid Council meetings, offering both in-person at Town Hall and virtual meeting participation online or by phone. Individuals wishing to speak live should register their request with the Deputy Clerk at 425-454-6994 or email depclerk@yarrowpointwa.gov before 2:00 PM the day of the Council meeting. Please reference *Public Comments for the Council Meeting* in your correspondence. Comments via email may be submitted to depclerk@yarrowpointwa.gov or regular mail to: Town of Yarrow Point, 4030 95th Ave NE, Yarrow Point, WA 98004.

Join on computer, mobile app, or phone

1-253-215-8782

Meeting ID: 815 7965 5339#

Passcode: 172173

<https://us02web.zoom.us/j/81579655339?pwd=ramiQVc12kRE3zrk4MEcFFSMvJT3bK.1>

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. **REPRESENTATIVE AMY WALEN (15 MINUTES)**
6. **EXECUTIVE SESSION (4:30 – 5:30)**
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).
7. **APPEARANCES/PUBLIC COMMENT** **Speakers will be allotted 3 minutes**
Please wait for the Deputy Clerk to call on you to speak.
If you dial in via telephone, please unmute yourself by dialing *6 when you are recognized. 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, but they may ask staff to research and report back on an issue.

8. STAFF REPORTS (5 minutes)

9. CONSENT CALENDAR (5 minutes)

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

1. October Payment Approval and Payroll Reports
2. September 10, 2024 Council meeting minutes
3. Points Communities WSDOT Negotiations ILA
4. Release of Claims – City of Bellevue

10. REGULAR BUSINESS

10.1 2025 Property Tax Levy

- A. Public hearing on revenue sources including possible increases in the tax levy
- B. Adopt Ordinance No. 754 increasing the regular levy commencing January 1, 2025

10.2 Public Hearing on the 2025 Preliminary Budget – no action required

10.3 Misuse of 911 System Code Amendment

- A. Ordinance No. 755

10.4 MRSC Small Works Roster – Procurement Policy
Resolution No. 378

10.5 Climate Planning

10.6 Tree Code Alternatives Proposal

10.7 Draft Tree Code Edits/Adoption
Ordinance No. 753

11. MAYOR’S REPORT (5 minutes)

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

13. ADJOURNMENT

Next regular Town Council Meeting: November 12, 2024 at 4:00 pm

STAFF REPORTS

1. Police Reports
 - September
2. Fire-EMS Report
 - August
 - September
3. Town Engineer Reports:
 - 94th Ave NE UGC
4. Clerk-Treasurer Report
 - 3rd Quarter Financial Report
5. Park Commission
 - Morningside Park Tree Recommendation



MEMO

To: Yarrow Point Council

From: Chief Kyle Kolling

Date: October 8th, 2024

Re: September 2024 Summary

Greetings,

Septembers' training included:

- Regular monthly training through PoliceOne Academy continued with officers completing various classes online.
- Officer Hanson attender ARIDE training
- Chief Kolling and Commander Hanson attended the FBINA Conference in Eastern WA.
- Detective Swai attended BAC refresher training
- All officers attended Defensive Tactics Training taught by Officer Fernandez.
- All officers Attended AXON training related to the new Tasers and Body Warn Cameras (BWC's)
- All officers attended Use of Force/Engagement training

Officer Fernandez assisted with Off Duty at the UW Husky games

On the social media front, we gained 6 new followers for a total of 445, and 10 Facebook posts were created in September. We now have 568 followers on our Instagram account.

Clyde Hill PD will host the annual Shred event on Saturday, October 5th from 9am-noon. Information has been shared on social media and via the Sentinel. We will be adding the information to the traffic reader board as well.



City of Yarrow Point
September 2024

2024-5600	09/02/2024	8500blk NE 28 th St	Traffic Offenses	C. Hanson
Driver stopped and found to be DWLS3. Charges forwarded				
2024-5604	09/02/2024	9000blk NE 33 rd St	Informational/Harassment	C. Hanson
Resident reported being harassed via messaging and requested to file a report at a later time.				
2024-5690	09/06/2024	EB520 RAMP	Traffic Offenses	C. Hanson
Driver stopped and found to be DWLS2, operating with no insurance and expired registration over 2 months				
2024-5855	09/11/2024	3400blk 92 nd Ave NE	Recovered Property	B. Swai
Officers stopped a car after a flock hit and found the driver to be a new owner and in legal possession of it. She was released and no charges pending.				
2024-6014	09/20/2024	WB520 RAMP	DWLS3	C. Hanson
Driver stopped and found to be DWLS3, operating with no insurance and expired registration over 2 months				
2024-6016	09/20/2024	9000blk NE 33 rd St	Fraud	I.Jennings
Resident reported that someone had tried to get a Drivers License under his name fraudulently. Report taken for information only.				



City of Yarrow Point
September 2024



Town of Yarrow Point ACTIVITY REPORT

	September 2024	August 2024	2024 YTD	2023 YTD
CRIMES AGAINST PERSONS				
Assault	0	0	0	0
Domestic Violence/Disturbance	0	0	1	3
Harassment	1	0	1	0
Order violation	0	0	0	0
Rape/sex offenses	0	0	0	0
Robbery	0	0	0	0
Other (<i>Abuse, APS, civil, CPS, custodial interference, extortion</i>)	0	0	0	1
PROPERTY CRIMES				
Burglary	0	0	0	2
Fraud	1	0	2	4
MV Prowl	0	0	0	5
MV Theft	0	0	0	0
Theft	0	1	3	6
Other (<i>Arson, illegal dumping, malicious mischief, prowler, trespass</i>)	0	0	5	6
ARRESTS				
Drug/alcohol	0	0	0	1
Warrants	0	0	3	1
Other	0	0	0	0
TRAFFIC ACTIVITY				
Criminal Traffic	3	2	11	3
Infractions	4	4	49	48
Warnings	10	21	156	73
Traffic accidents	0	1	3	4
Traffic stops	14	26	217	120
Parking	3	0	18	10
OTHER				
Alarms	2	5	38	21
Complaints				
~Animal	1	0	5	1
~Fireworks	0	0	0	1
~Noise	4	5	29	18
~Soliciting	0	2	7	5
Deaths	0	0	1	0
Suspicious	6	0	21	30
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>)	77	108	741	364



Issued Ticket Report Summary
Yarrow Point
September 01, 2024-September 30, 2024

<u>Violation Location Address</u>	<u>Date And Time</u>	<u>Violation Description</u>	<u>Issuing Officer</u>
<i>Citations-Non-Traffic: 0</i>			
<i>Citations-Criminal: 3</i>			
9100 BLK POINTS DR NE	09/02/2024 10:20:00	MV DWLS 3RD DEGREE (DRIVE WHILE LICENSE SUSPENDED OR REVOKED)	9002 - Hanson
RAMP TO 520	09/06/2024 00:00:00	MV DWLS 2nd DEGREE (DRIVE WHILE LICENSE SUSPENDED OR REVOKED)	9002 - Hanson
RAMP OFF 520	09/20/2024 00:00:00	MV DWLS 3RD DEGREE (DRIVE WHILE LICENSE SUSPENDED OR REVOKED)	9002 - Hanson
<i>Infractions-Traffic: 1</i>			
8800 BLK POINTS DR NE	09/19/2024 09:33:00	MV EXPIRED TABS	8796 - Donchez
<i>Infractions-Speeding: 0</i>			
<i>Infractions-Parking:3</i>			
9000 NE 47TH ST	09/22/2024 19:16:00	ILLEGAL PARKING	2551 - Cobrea
9000 NE 47TH ST	09/22/2024 19:24:00	ILLEGAL PARKING	2551 - Cobrea
9000 BLK NE 40TH ST	09/28/2024 22:17:00	PARKED BLOCKING LANE OF TRAVEL	3236 - Fernandez

Filter statement

Filters

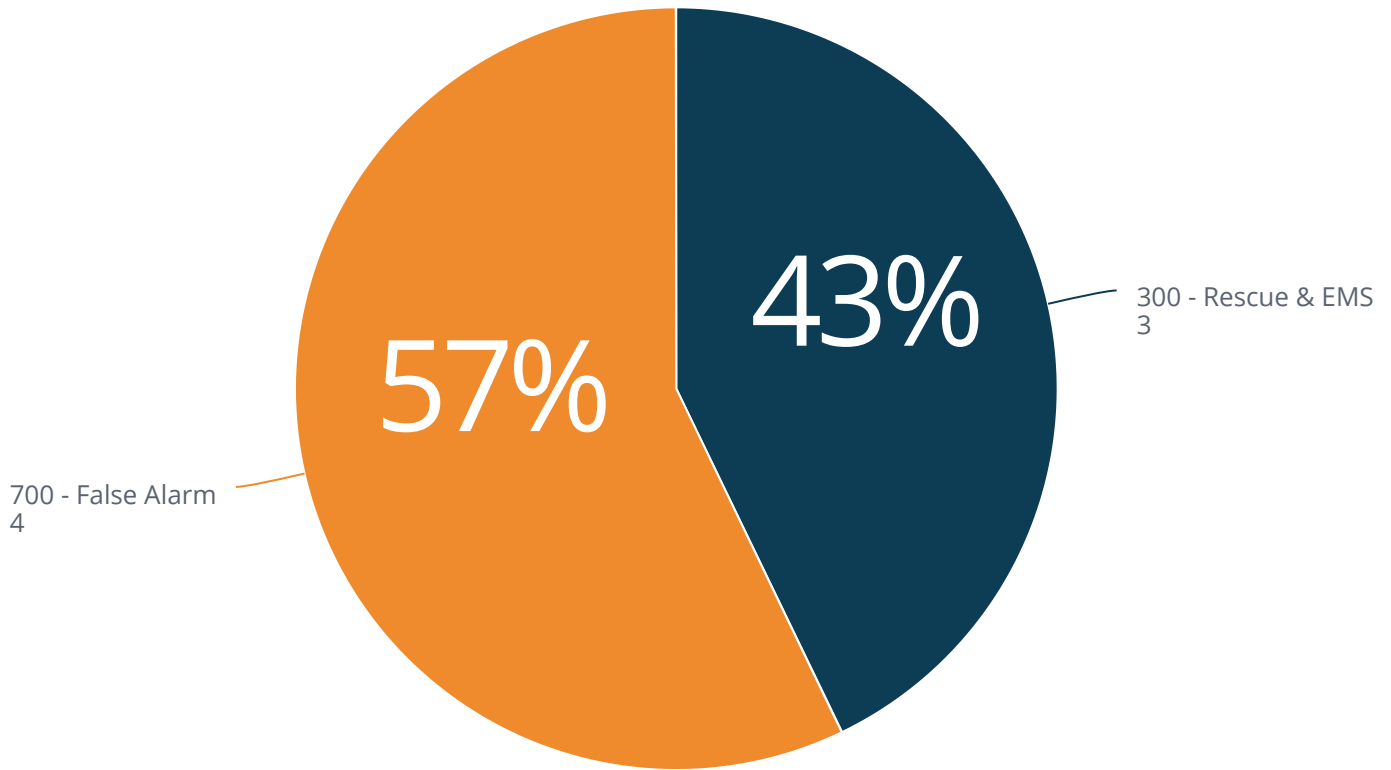
Alarm Date Range 8/1/24 to 8/31/24 | **Is Locked** true | **Is Active** true | **Location City** YARROW POINT, Yarrow Point

Fire and EMS Summary

Count of Total Incidents

7

Percentage of Incident Type (with count)



Contract City Incident Summary (Yarrow Point) Oct 2, 2024 12:10:44 PM

Filter statement

Filters

Alarm Date Range 8/1/24 to 8/31/24 | **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
300 - Rescue & EMS	EMS Call, Medical	3211	3
700 - False Alarm	Alarm system activation, no fire - unintentional	745	1
	Carbon monoxide detector activation, no CO	746	1
	Detector activation, no fire - unintentional	744	1
	Smoke detector activation, no fire - unintentional	743	1
700 - False Alarm Total			4
Count			7

Filter statement

Filters

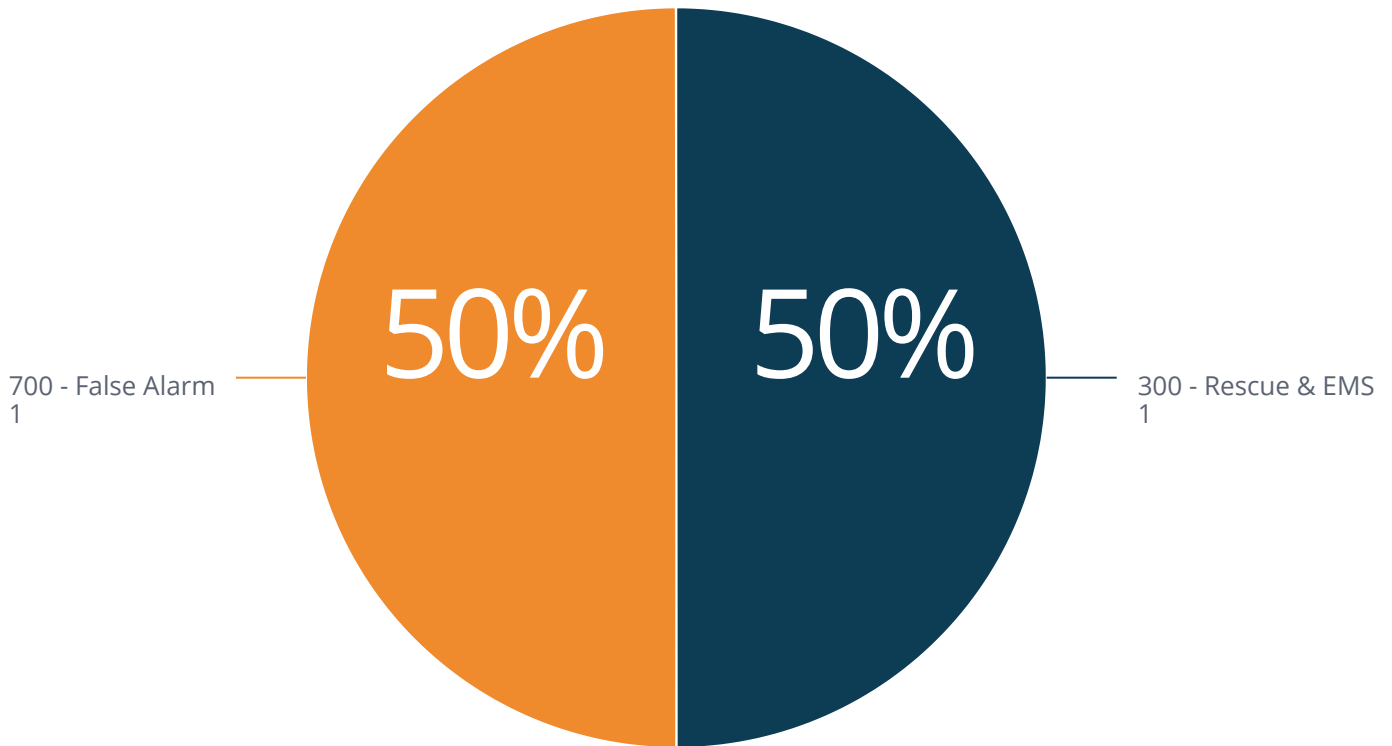
Alarm Date Range Last Month | **Is Locked** true | **Is Active** true | **Location City** YARROW POINT, Yarrow Point

Fire and EMS Summary

Count of Total Incidents

2

Percentage of Incident Type (with count)



Contract City Incident Summary (Yarrow Point) Oct 2, 2024 11:58:08 AM

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
300 - Rescue & EMS	EMS Call, Medical	3211	1
700 - False Alarm	Smoke detector activation due to malfunction	733	1
Count			2



PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
10/8/24	2024 94 th 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):
 - 15 – converted completely or installed the empty conduits so far
 - 2 – owners have building permits for a new SFR (9330& 9415 NE 40th)
 - 1 – owner has not completed work as of October 3, 2024, and will receive a temporary pole in the right-of-way (4000 94th Ave NE). Please refer to RCW
- PSE’s 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. PSE plans to finish pulling new wire the week of 10/14 and fully energize the underground system. Residents have been notified via weekly email updates of the project status.
- The PSE IntoLight contract was approved by the Town Council on March 12, 2024. The Contractor is working with their inspector as the project progresses. The contractor has started digging/ installing the light post bases.
- Coordination efforts are on-going with other purveyors (ie. PSE gas, Comcast, Lumen, etc.). NOTE: Comcast is considering the installation of an underground vault on 95th Ave NE in front of Morningside Park in lieu of their previous concept of a much smaller aerial component located at the intersection of NE 40th and 95th, but the latest indication is that the battery backup unit must be an above ground unit located next to the right-of-way at the southwest corner of Morningside Park. Lumen’s line crew is expected to be on-site 10/7 for a week and Comcast’s crew will return the third/fourth week in October.
- Amendment No. 3 was approved and Gray & Osborne – G&O is working on the following tasks:
 - June 1 – Dec. 31: G&O will provide limited inspection, surveying, and project management support to town staff.
 - Jan. 1 – Jan. 31, 2025: G&O will provide project closeout services.
- King County Roads – TYP will participate in KC Road’s 2025 Pavement Preservation Program to grind and overlay the affected streets. Town staff submitted a TIB grant funding application for the full amount of the anticipated cost less the required 10% match; awards will be announced on November 22, 2024.
- Pavement and right-of-way restoration – The contractor will be removing the damaged sections of existing asphalt and permanently repaving the street starting the week of 10/14. Residents are provided weekly email updates, but will also receive daily reports as the event approaches.

PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Survey	100	March 2021	PACE/ Town Engineer	
Final Design		2022-2023	Gray & Osborne/ Town Engineer	
PSE	100			
City of Bellevue Utilities Dept.	100			
Comcast/ Lumen Final Design	100			
TYP Stormwater & Landscape Design including Bid Documents	100	2023-2024	Gray & Osborne/ Town Engineer	
Bidding	100	Winter 2023/2024	Gray & Osborne/ Town Engineer	
Construction	66	Spring/Summer/ Fall 2024	Gray & Osborne/ Town Engineer	
Grind & Overlay	0	Summer 2025	Town Engineer	TIB Grant Applied for 8/9/24; Awards announced 11/22/24

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
Design Total:	\$138,250	\$227,263.35		
June 3 – Sept. 26 , 2024 Fury Site Works Construction Contractor	\$2,057,472*	\$1,320,235.95		TIP / CIP Budget S-2: \$700,000 U-1: \$1.3 mil T-1: \$500,000 CO #1: Reduction \$62,400 5% Retainage being held: \$64,946.85
Mar. 24 – Sept. 7 , 2024 Gray & Osborne Inspection, Surveying, Project Management Support	\$190,000	\$65,805.25		G&O Contract Amendment No. 3 – Construction Inspection, Surveying, Project Management Support \$158,500; Budget is ~10% higher based on past project experience; Sallys Alley East is separate.
Mar. 13 – Sept. 30 , 2024 Town Engineer Project Management	\$97,500	\$27,694.70		Town Expenses – 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		NOTE: 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.
Spring-Winter 2024 PSE Schedule 51 (Lights)	\$74,893	\$0		
Spring-Winter 2024 10% Contingency	\$330,627*	\$0		NOTE: All contingency expenditures must be approved by Town Council. *CO #1: +\$62,400 redistributed to contingency
Construction Total:	\$2,950,492	\$1,413,735.90		\$1,478,682.75 w/ retainage being held
Summer 2025 – King County Roads	\$500,000	\$0		Applied for TIB grant; Awards to be announced 11/22/24
Jan. 2021 – Sept. 7 , 2024 Project Total:	\$3,588,742	\$1,640,999.25		

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

April 26, 2024 - Pre-construction office meeting: TYP, G&O, and Contractor

May 10, 2024 - Town Posted Project Notification Letter

May 20, 2024 - Pre-construction site meeting: TYP, G&O, PSE, Fury, Lumen, Comcast, and WE Electric

June - Dec. 2024: Construction

Jan. 2025: Project Closeout

June 2025: Road Grind and Overlay



STAFF REPORT

DATE: October 8, 2024

FROM: Clerk-Treasurer Bonnie Ritter

SUBJECT: Third 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 third quarter of 2024.

The interfund transfers that are spelled out in the 2024 budget have been accommodated for in the first quarter of the year.

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	10/2024 Current year Actual	2024 Current year Budget	Remaining	Percentage	
GENERAL FUND #001						
	GENERAL FUND #001 Revenue Total:	<u>1,046,216</u>	<u>1,361,870</u>	<u>315,654</u>	<u>77%</u>	
	GENERAL FUND #001 Expenditure Total:	<u>1,885,695</u>	<u>2,144,265</u>	<u>258,570</u>	<u>88%</u>	Expenditures include \$665,000 transfer: \$120,000 to Fund 040, and \$545,000 to Fund 101.
	Total GENERAL FUND #001:	<u>-839,479</u>	<u>-782,395</u>	<u>57,084</u>	<u>107%</u>	
WETHERILL NAT PRES. FUND #023						
	WETHERILL NAT PRES. FUND #023 Revenue Total:	<u>30,165</u>	<u>78,300</u>	<u>48,135</u>	<u>39%</u>	
	WETHERILL NAT PRES. FUND #023 Expenditure Total:	<u>34,213</u>	<u>93,500</u>	<u>59,287</u>	<u>37%</u>	
	Total WETHERILL NAT PRES. FUND #023:	<u>-4,048</u>	<u>-15,200</u>	<u>-11,152</u>	<u>27%</u>	
PARKS AND OPEN SPACE FUND #040						
	PARKS AND OPEN SPACE FUND #040 Revenue Total:	<u>155,850</u>	<u>155,500</u>	<u>-350</u>	<u>100%</u>	Revenue includes \$120,000 transfer from Fund 001.
	PARKS AND OPEN SPACE FUND #040 Expenditure Total:	<u>30,892</u>	<u>197,200</u>	<u>166,308</u>	<u>16%</u>	
	Total PARKS AND OPEN SPACE FUND #040:	<u>124,958</u>	<u>-41,700</u>	<u>-166,658</u>	<u>-300%</u>	
STREET FUND #101						
	STREET FUND #101 Revenue Total:	<u>683,117</u>	<u>665,400</u>	<u>-17,717</u>	<u>103%</u>	Revenues include \$545,000 transfer from Fund 001.
	STREET FUND #101 Expenditure Total:	<u>191,273</u>	<u>760,087</u>	<u>568,814</u>	<u>25%</u>	
	Total STREET FUND #101:	<u>491,844</u>	<u>-94,687</u>	<u>-586,531</u>	<u>-519%</u>	
COMMUNITY DEVELOPMNT FUND #104						
	COMMUNITY DEVELOPMNT FUND #104 Revenue Total:	<u>460,987</u>	<u>244,475</u>	<u>-216,512</u>	<u>189%</u>	
	COMMUNITY DEVELOPMNT FUND #104 Expenditure Total:	<u>446,366</u>	<u>421,969</u>	<u>-24,397</u>	<u>106%</u>	
	Total COMMUNITY DEVELOPMNT FUND #104:	<u>14,621</u>	<u>-177,494</u>	<u>-192,115</u>	<u>-8%</u>	
CAPITAL IMPROVEMNT I FUND #301						

Account Number	Account Title	10/2024 Current year Actual	2024 Current year Budget	Remaining	Percentage	
CAPITAL IMPROVEMNT I FUND #301 Revenue Total:						
		357,730	210,000	-147,730	170%	
CAPITAL IMPROVEMNT I FUND #301 Expenditure Total:						
		740,000	740,000		100%	\$740,000 transferred to Fund 401.
Total CAPITAL IMPROVEMNT I FUND #301:						
		-382,270	-530,000	-147,730	72%	
CURRENT YEAR CAPITAL FUND #311						
CURRENT YEAR CAPITAL FUND #311 Revenue Total:						
		90,309	30,000	-60,309	301%	
CURRENT YEAR CAPITAL FUND #311 Expenditure Total:						
		963,032	1,300,000	336,968	74%	Expenditures are Underground portion of 94th Project
Total CURRENT YEAR CAPITAL FUND #311:						
		-872,723	-1,270,000	-397,277	69%	
STORMWATER FUND #401						
STORMWATER FUND #401 Revenue Total:						
		899,014	888,290	-10,724	101%	Revenue includes \$740,000 transfer from Fund 301.
STORMWATER FUND #401 Expenditure Total:						
		532,088	869,212	337,124	61%	
Total STORMWATER FUND #401:						
		366,926	19,078	-347,848	1923%	
AGENCY REMITTANCE FUND #631						
AGENCY REMITTANCE FUND #631 Revenue Total:						
		1,504		-1,504	0%	
AGENCY REMITTANCE FUND #631 Expenditure Total:						
		7		-7	0%	
Total AGENCY REMITTANCE FUND #631:						
		1,497		-1,497	0%	
WETHERILL ENDOWMENT FUND #701						
WETHERILL ENDOWMENT FUND #701 Revenue Total:						
		2,094	1,300	-794	161%	
WETHERILL ENDOWMENT FUND #701 Expenditure Total:						
			1,300	1,300	0%	
Total WETHERILL ENDOWMENT FUND #701:						
		2,094		-2,094	0%	
Grand Totals:						
		-1,096,580	-2,892,398	-1,795,818	38%	

Business of The Town Council Town of Yarrow Point, WA

Staff Report
October 8, 2024

Park Commission Tree Planting at Town Hall	Proposed Council Action: Approve Recommendation of Parks Commission.
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Presented by:	Mayor Harris
Exhibits:	Tree Planting Recommendation Exhibit

Summary:

The Park Commission proposes planting a tree at Town Hall to both beautify and fill an open space while also helping to meet the Tree City Application requirement for this year. We consulted with the town arborist on tree selection and details are enclosed.

Recommended Action:

Approve recommendation of the Parks Commission.

Tree Planting Recommendation at Town Hall

The Park Commission proposes planting one tree at Town Hall to both beautify & fill this space (see below) in addition to helping to meet the Tree City Application requirement for 2024.

We spoke with town arborist Andy Crosset, showed him the photos of the spot for the future tree and asked for recommendations on trees that are:

- Native to the area
- Takes into consideration climate change & town canopy
- Medium-sized tree when fully grown
- A tree with seasonal interest and/or flowering may be interesting to consider




View from Town Hall Parking lot



View from path looking up to street

After reviewing the 4 selections proposed by Andy, the Park Commission is in favor of either planting a **Cascara** or **the Pacific Dogwood**. If approved by Town Council, we will work to find a more mature version of the tree and plant it in Fall 2024.

	<p>Cascara</p> <ul style="list-style-type: none">• This small native tree boasts small flowers and purple fruit that feed many native birds. While it's frequently overlooked, it's a highly adaptable tree that will work well in a woodland setting or in a smaller yard. Its foliage turns brilliant yellow in autumn.• Deciduous tree that has dark green, oval-shaped leaves with prominent veins that turn yellow in the fall• It is a fairly slow grower and maxes out around 25'.• Cascara trees are resistant to many pests
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Pacific Dogwood

- Pacific dogwood is a deciduous tree growing up to 20 meters tall (66 feet) with a smooth dark bark. Leaves are oval, pointed at the tip, 4-10 cm (1.6-3.9 inches) long, deep green in color, and have parallel veins.
- Creamy white flowers with a greenish center that bloom in the spring and sometimes again in the fall
- The main disease is anthracnose, which is caused by a foliar fungus that causes leaf spotting and defoliation



Mountain Hemlock

- Some consider the Mountain Hemlock to be the best native conifer for a small garden since it's an attractive medium sized evergreen tree.
- Very slow grower
- A medium-sized needled, coniferous, evergreen tree that has a narrow width but can mature to heights of 30 to 100 feet. It has a conical or pyramidal crown, dense foliage, spreading branches, and the leading shoot may be tilted. The bark is grayish-black to reddish-brown and is fissured and scaly.



Native (Western) Larch

- Larch trees are large, deciduous coniferous trees
- They have thick, scaly, cinnamon-colored bark, and their needles are pale green and stiff
- In the fall, larch trees turn a striking yellow-amber color, and then drop their needles for the winter.
- Since it is a deciduous conifer, residents might mistakenly believe the tree is dead when it loses its needles. It can also get pretty tall, 100' range. It has striking fall color though

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

Consent Calendar
October 8, 2024

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

Exhibits: Exhibits included for items listed for consideration.

Summary:

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

Consent Calendar Items for Consideration:

1. October Payment Approval in the amount of \$622,570.39 plus Payroll Report in the amount of \$39,104.16, for a total of \$661,674.55.
2. September 10, 2024 Council meeting minutes
3. Points Communities WSDOT negotiations ILA
4. Release of Claims – City of Bellevue

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
Banner Bank						
700	Banner Bank	09172024	Constant Contact	09/17/2024	89.27	
700	Banner Bank	09172024	Phone, fax, internet	09/17/2024	538.96	
700	Banner Bank	09172024	Office supplies	09/17/2024	157.59	
700	Banner Bank	09172024	AWS, Msft, misc.	09/17/2024	547.90	
700	Banner Bank	09172024	National Events - movie night vendor	09/17/2024	1,032.69	
700	Banner Bank	09172024	ROW supplies	09/17/2024	121.33	28,584.62
Total Banner Bank:					2,487.74	
Bondarev, Vadim and Deirdre						
535	Bondarev, Vadim and Deirdre	TREE-2023-11	Refund tree bond	09/25/2024	2,000.00	2,000.00
Total Bondarev, Vadim and Deirdre:					2,000.00	
CITY OF CLYDE HILL						
10	CITY OF CLYDE HILL	2024-16	4th Qtr Police Contract	09/20/2024	129,503.50	
10	CITY OF CLYDE HILL	2024-16	3rd Qtr Criminal Justice	09/20/2024	5,119.44	539,086.58
Total CITY OF CLYDE HILL:					134,622.94	
CRYSTAL AND SIERRA SPRINGS						
1046	CRYSTAL AND SIERRA SPRING	092024	Town Hall water cooler	09/30/2024	71.75	789.06
Total CRYSTAL AND SIERRA SPRINGS:					71.75	
ELECTRONIC BUSINESS MACHINES, INC.						
303	ELECTRONIC BUSINESS MACH	0	Canon iR-C3926i Copy Machine	10/01/2024	5,449.83	
303	ELECTRONIC BUSINESS MACH	AR287061	Agreement June-Sept.	09/17/2024	214.39	6,423.49
Total ELECTRONIC BUSINESS MACHINES, INC.:					5,664.22	
Fury Site Works, Inc.						
530	Fury Site Works, Inc.	ESTIMATE 4	94th Stormwater and UGC Project	09/26/2024	375,628.56	
530	Fury Site Works, Inc.	ESTIMATE 4	94th Stormwater and UGC Project	09/26/2024	18,153.32	1,320,235.95
Total Fury Site Works, Inc.:					393,781.88	
Gaylynn Brien						
1151	Gaylynn Brien	754	Sales Tax reports	08/30/2024	50.00	450.00
Total Gaylynn Brien:					50.00	
Gray & Osborne, Inc.						
9043	Gray & Osborne, Inc.	SA-2	Sally's Alley East End	07/17/2024	382.48	
9043	Gray & Osborne, Inc.	UGC-4	Town-wide Stormwater & UGC Construction Mg	07/17/2024	12,431.58	
9043	Gray & Osborne, Inc.	UGC-4	Town-wide Stormwater & UGC Construction Mg	07/17/2024	5,327.82	
9043	Gray & Osborne, Inc.	UGC-6	Town-wide Stormwater & UGC Construction Mg	09/10/2024	8,617.85	
9043	Gray & Osborne, Inc.	UGC-6	Town-wide Stormwaer and UGC Construction M	09/10/2024	3,693.36	95,486.02
Total Gray & Osborne, Inc.:					30,453.09	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
Harris, Katy K						
459	Harris, Katy K	092024	Reimburse cell phone for August	09/23/2024	161.04	1,226.02
Total Harris, Katy K:					161.04	
ISOOutsource						
1301	ISOOutsource	CW300403	AW PC issues, Service page/vulnerability	08/31/2024	571.00	
1301	ISOOutsource	CW301250	Monthly agreement	09/24/2024	110.20	10,292.00
Total ISOOutsource:					681.20	
KIRKLAND MUNICIPAL COURT						
111	KIRKLAND MUNICIPAL COURT	SEPT24YPT	Court Costs	09/16/2024	40.82	2,108.41
Total KIRKLAND MUNICIPAL COURT:					40.82	
Melvin Freeman						
1376	Melvin Freeman	BP-2023-08	Street Deposit Refund	09/05/2024	3,750.00	3,750.00
Total Melvin Freeman:					3,750.00	
Mr. Misael						
1394	Mr. Misael	09122024	Trimming and pruning in Wetherill	09/12/2024	3,850.00	21,156.00
Total Mr. Misael:					3,850.00	
NORTHWEST CIVIL SOLUTIONS						
450	NORTHWEST CIVIL SOLUTIONS	092024	94th Ave UGC & Stormwater Project	09/30/2024	4,037.04	
450	NORTHWEST CIVIL SOLUTIONS	092024	94th Ave UGC & Stormwater Project	09/30/2024	1,730.16	
450	NORTHWEST CIVIL SOLUTIONS	092024	Plan Review	09/30/2024	520.65	
450	NORTHWEST CIVIL SOLUTIONS	092024	Site Development Permits	09/30/2024	1,882.35	
450	NORTHWEST CIVIL SOLUTIONS	092024	Right of Way Permits	09/30/2024	200.25	
450	NORTHWEST CIVIL SOLUTIONS	092024	General Administration	09/30/2024	1,481.85	102,572.55
Total NORTHWEST CIVIL SOLUTIONS:					9,852.30	
Ogden Murphy Wallace						
1390	Ogden Murphy Wallace	082024	Clerk	08/31/2024	495.00	
1390	Ogden Murphy Wallace	082024	Contracts	08/31/2024	330.00	
1390	Ogden Murphy Wallace	082024	Council	08/31/2024	825.00	
1390	Ogden Murphy Wallace	082024	Land Use	08/31/2024	2,689.50	
1390	Ogden Murphy Wallace	082024	Mayor/Executive	08/31/2024	528.00	
1390	Ogden Murphy Wallace	082024	Sally's Alley ROW	08/31/2024	825.00	
1390	Ogden Murphy Wallace	082024	Code Enforcement	08/31/2024	331.00	
1390	Ogden Murphy Wallace	082024	Public Works	08/31/2024	825.00	130,468.00
Total Ogden Murphy Wallace:					6,848.50	
PUGET SOUND ENERGY						
604	PUGET SOUND ENERGY	092024	Town Hall Service	09/30/2024	174.82	
604	PUGET SOUND ENERGY	092024	Street lights	09/30/2024	903.49	10,896.50
Total PUGET SOUND ENERGY:					1,078.31	
PUGET SOUND REGNL COUNCIL						
152	PUGET SOUND REGNL COUNCI	2025085	FY25 Membership Dues	09/03/2024	778.00	778.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
Total PUGET SOUND REGNL COUNCIL:					778.00	
Regional Animal Services of King County						
283	Regional Animal Services of King	12702	Pet license	09/05/2024	30.00	
283	Regional Animal Services of King	12703	Pet license	09/25/2024	20.00	125.00
Total Regional Animal Services of King County:					50.00	
SBN Planning LLC						
154	SBN Planning LLC	YP-026	Mechanical permits	10/02/2024	41.91	
154	SBN Planning LLC	YP-026	Building permits	10/02/2024	377.19	
154	SBN Planning LLC	YP-026	Pre-applications	10/02/2024	670.56	
154	SBN Planning LLC	YP-026	Shoreline Substantial Development	10/02/2024	922.02	
154	SBN Planning LLC	YP-026	Climate Planning	10/02/2024	2,011.68	
154	SBN Planning LLC	YP-026	Comprehensive Plan	10/02/2024	1,173.48	
154	SBN Planning LLC	YP-026	Consolidated Permit Review	10/02/2024	3,771.90	
154	SBN Planning LLC	YP-026	Middle Housing	10/02/2024	3,559.65	
154	SBN Planning LLC	YP-026	General Administration	10/02/2024	5,206.31	158,609.05
Total SBN Planning LLC:					17,734.70	
Sharon Rice Hearing Examiner PLLC						
515	Sharon Rice Hearing Examiner P	1376	Mitchke SSDP No. 2024-02	09/27/2024	2,660.00	8,460.00
Total Sharon Rice Hearing Examiner PLLC:					2,660.00	
Sound View Strategies LLC						
521	Sound View Strategies LLC	3338	Lobbyist services for September	09/30/2024	500.00	5,800.00
Total Sound View Strategies LLC:					500.00	
State Department of Transportation						
280	State Department of Transportatio	602251	Gas for town truck	08/31/2024	99.08	1,204.84
Total State Department of Transportation:					99.08	
THE SEATTLE TIMES						
192	THE SEATTLE TIMES	85323 - 85324	Publish Ord. 751 and 752	09/18/2024	132.50	4,011.96
Total THE SEATTLE TIMES:					132.50	
Vanover, Samantha						
479	Vanover, Samantha	092024	Movie night ice cream and pizza	09/16/2024	1,071.43	1,071.43
Total Vanover, Samantha:					1,071.43	
W E Electric, LLC						
278	W E Electric, LLC	6279	Maintenance work on Town Hall generator	07/15/2024	955.81	
278	W E Electric, LLC	6280	Town Hall furnace maintenance	09/05/2024	649.46	1,605.27
Total W E Electric, LLC:					1,605.27	
Wesnor Plumbing & Heating						
536	Wesnor Plumbing & Heating	1907	New water heater for Town Hall	09/04/2024	2,545.62	2,545.62

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
			Total Wesnor Plumbing & Heating:		2,545.62	
			Grand Totals:		622,570.39	

Certification of the Consent Calendar as presented including the Payment Approval Report dated 10/2/2024 approving payments as shown totaling \$622,570.39 plus payroll, tax, and benefit expenses of \$39,104.16, as shown on the attached payroll & tax and benefits report, for a grand total of \$661,674.55.

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: October 8, 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 the following check types:
 Manual, Payroll, Supplemental, Transmittal
 Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
09/30/2024	PC	09/13/2024	7192	Kuprishov, Kirill	9051		999-1010110	1,248.21-	
09/30/2024	CDPT	09/30/2024	920241	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compensa	999-1010110	305.01-	
09/30/2024	PC	09/13/2024	9202401	Lovas, Istvan	9002		999-1010110	5,265.74-	D
09/30/2024	PC	09/13/2024	9202402	Wilcox, Austen	9037		999-1010110	5,399.29-	D
09/30/2024	PC	09/13/2024	9202403	Ritter, Bonnie	9041		999-1010110	7,917.05-	D
09/30/2024	PC	09/13/2024	9202404	Harris, Kathryn K	9047		999-1010110	1,878.41-	D
09/30/2024	CDPT	09/09/2024	82320315	Association of Washington Cities	9	Health and Dental Insurance Visio	999-1010110	3,902.88-	
09/30/2024	CDPT	09/09/2024	82320316	DEPT OF RETIREMENT SYSTEM	1	State Retirement PERS II Pay Per	999-1010110	4,048.09-	
09/30/2024	CDPT	09/09/2024	82320317	Federal Tax	2	941 Taxes Federal Withholding Tax	999-1010110	8,792.56-	
09/30/2024	CDPT	10/02/2024	82320318	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fami	999-1010110	155.96-	
09/30/2024	CDPT	10/02/2024	82320319	WA Cares	10	WA CARES Long Term Ins. Pay P	999-1010110	129.15-	
09/30/2024	CDPT	10/02/2024	82320320	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security Pay	999-1010110	61.81-	
Grand Totals:								<u>39,104.16-</u>	
			<u>12</u>						

**TOWN OF YARROW POINT
COUNCIL MEETING MINUTES
September 10, 2024
4:00 p.m.**

The Town Council of the Town of Yarrow Point, Washington met in regular session on Tuesday, September 10, 2024, at 4:00 p.m. in the Council Chambers of Town Hall.

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

ABSENT: Councilmember Michael Hyman

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

1. CALL TO ORDER:

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

Motion by Bush, seconded by Porter to remove Items 9.7 and 9.8 from the agenda and address them at the October meeting. All voted in favor. Motion carried.

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

5. POLICE REPORT

Commander Hanson was not present to comment on the police report.

6. APPEARANCES / PUBLIC COMMENT

Carl Scandella commented that this was the first meeting he has attended since leaving the Council.

Mike Sekins stated he is a neighbor and will speak later in the meeting regarding the Short Plat on Points Drive.

James Kim also said he would speak later regarding his disapproval of the number of trees to be removed because of the Short Plat on Points Drive.

Lynn Deal stressed to the Council that there is a problem with boat noise on Cozy Cove.

Steve Scalzo thanked the Council for the meeting on Middle Housing and stated he's pleased with the alternate proposal for the tree code.

7. STAFF REPORTS

A. Fire-EMS Report

B. Town Engineer Report

Engineer Stacia Schroeder highlighted the reports on the 94th Ave NE UGC Project, stating that the project is on time and budget.

C. Town Planner Report on Comprehensive Plan

Motion by Bush, seconded by Porter to direct the Mayor to work with staff on mandatory, and recommended items listed in the draft implementation plan. All voted in favor. Motion carried.

D. Commission Minutes

- August 20, 2024 Regular Planning Commission
- August 27, 2024 Regular Park Commission

8. CONSENT AGENDA

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

A. August Payment Approval in the amount of \$523,592.61 plus Payroll Report in the amount of \$42,573.27, for a total of \$566,165.88

B. September Payment Approval in the amount of \$475,473.98 plus Payroll Report in the amount of \$41,855.08, for a total of \$517,329.08.

C. July 9, 2024 regular Council meeting minutes

D. August 13, 2024 regular Council meeting minutes

E. Resolution No. 377: Resolution Authorizing Reallocation of Funding from Kenmore Supportive Housing Project to Redmond Supportive Housing Project and Authorizing the Duly Appointed Administering Agency for ARCH to Execute All Documents Necessary for Funding, as Recommended by the ARCH Executive Board, Utilizing Funds from the Town's Housing Trust Fund.

9. REGULAR BUSINESS

9.1 – Notice of Infraction Code Amendments

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

ORDINANCE NO. 751: AN ORDINANCE OF THE TOWN OF YARROW POINT ADOPTING A NEW YARROW POINT MUNICIPAL CODE CHAPTER "CIVIL INFRACTIONS"; AMENDING YARROW POINT MUNICIPAL CODE ("YPMC") SECTIONS 1.08.030, 1.08.060, 1.08.130, 3.4.030, 3.08.060, 3.12.100, 5.10.140, 8.06.030, 12.30.030, 12.30.040, 12.30.060, 13.04.070, 13.08.030, 17.28.070, AND REPEALING IN ITS ENTIRETY YPMC SECTION 20.08.010; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

9.2 – Comprehensive Plan Update

This was discussed earlier in the staff report. It was noted that the next step will be a public hearing.

9.3 – Middle Housing Survey Presentation Results

Planner Romanenko presented the survey results. Next step is to use the model ordinance and modify it to fit the Town, narrowing it to reflect minimum requirements as previously discussed. Porter would like the survey results to be included in the Town's newsletter, as well as the website.

9.4 – On the Rock 98040 LLC Yarrow Heights Short Plat

Engineer Schroeder summarized that the short plat is to make four lots from two at the property located at 8830 Points Drive NE.

Mayor Harris opened the public hearing at 5:05 p.m.

Mike Sekins stated opposition to the removal of 44 significant trees, which was also voiced in a letter to the Council.

James Kim also stated that removal of 44 trees will have negative environmental effects and is opposed to their removal.

Mayor Harris closed the hearing at 5:11 p.m.

Motion by Lagerholm, seconded by Bush to approve the preliminary short plat as submitted by On the Rock 98040 LLC, 8830 Points Drive NE, with the conditions as stated by the Town Engineer in her memo of September 5, 2024. All voted in favor. Motion carried.

9.5 – 2005 Preliminary Budget Discussion

Mayor Harris stated that the Council will hold a study session on the 2025 budget, along with the long-term financial picture, on October 1st. The time will be determined and conveyed to the Council.

9.6 – Hazard Tree Mitigation Bond Removal

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

ORDINANCE NO. 752: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING YARROW POINT MUNICIPAL CODE CHAPTER 20.22 TO CLARIFY WARRANTY BOND REQUIREMENTS FOR TREE REMOVAL MITIGATION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

9.7 and 9.8 were removed from this agenda

10. MAYOR'S REPORT

11. COUNCIL ROUNDTABLE AND REQUESTS FOR FUTURE AGENDA ITEMS – none.

12. EXECUTIVE SESSION

At 5:55 p.m., Mayor Harris announced that the Council will be going into executive session for the next 20 minutes 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). No action will be taken during this executive session.

At 6:15 p.m. Mayor Harris reconvened the regular meeting to announce that the executive session would last another 15 minutes. At 6:30 Mayor Harris reconvened the regular meeting to announce that the executive session would extend another 15 minutes.

At 6:45 Mayor Harris reconvened the regular meeting.

13. ADJOURNMENT

Motion by Lagerholm, seconded by Bush to adjourn at 6:45 p.m. All voted in favor. Motion carried.

Katy Kinney Harris, Mayor

Attest: Bonnie Ritter, Clerk-Treasurer

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

Consent Agenda
October 8, 2023

WSDOT Mediation ILA	Proposed Council Action: Approve Second Amendment with Consent Agenda approval.
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Presented by:	Mayor Harris
Exhibits:	Second Amendment to WSDOT Mediation ILA

Summary:

Yarrow Point entered into an Interlocal Agreement (ILA) with the cities and towns of Hunts Point, Clyde Hill, and Medina to facilitate joint negotiation with the Washington State Department of Transportation (WSDOT) regarding maintenance of SR-520 facilities. There is no maintenance agreement in place between WSDOT and the Points Communities. The ILA has provided a means for the four affected cities and towns to collectively engage legal counsel to represent mutual interests in the negotiation process with WSDOT.

The City of Medina is administering the ILA. Each of the four jurisdictions is increasing their financial commitments to \$40,000 for a combined total of \$160,000. We have received and paid invoices through August (\$21,000). Mediation resumed in late August and continues in November. We anticipate another invoice shortly.

This amended ILA authorizes the Mayor to amend the existing ILA with the Points Communities to increase the maximum contribution for Yarrow Point from \$20,000 to \$40,000.

More History:

In May 2022, Council was briefed by and provided direction to Mayor Harris to execute an updated ILA authorizing \$40,000, split equally among the jurisdictions (\$10,000 from YP). In November 2023, Council authorized the Mayor to sign an updated Interlocal Agreement with the Cities and Towns of Hunts Point, Yarrow Point, Clyde Hill and Medina for the purpose of negotiating an agreement with WSDOT regarding maintenance of SR-520 facilities – 2023 Confidentiality Agreement Update.

In June 2024, Council authorized the Mayor to sign an updated Interlocal Agreement with the Cities and Towns of Hunts Point, Yarrow Point, Clyde Hill and Medina for the purpose of negotiating an agreement with WSDOT regarding maintenance of SR-520 facilities – Increasing the City’s maximum contribution from \$10,000 to \$20,000.

No agreement has been reached between the Points Communities and WSDOT for SR-520 facilities maintenance. WSDOT has continued to solely maintain SR-520 facilities owned and constructed by that agency within the city limits of Clyde Hill, Hunts Point, Yarrow Point, and Medina. In 2022, WSDOT asked the Points Communities to restart negotiations, with funding for a mediator provided by the Washington State Legislature in 2023. In 2024, the Points Communities are actively utilizing the services of our negotiator Jack McCullough to represent

our mutual interests in negotiations with WSDOT and we have again reached the limit of funding authorized by our ILA.

This amended ILA authorizes the Mayor to amend the existing ILA with the Points Communities to increase the maximum contribution for Yarrow Point from \$20,000 to \$40,000.

Recommended Action:

Approval with approval of Consent Agenda

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT FOR
JOINT NEGOTIATION WITH WSDOT
REGARDING
THE MAINTENANCE OF SR 520 FACILITIES**

THIS SECOND AMENDMENT to the Interlocal Agreement (“Second Amendment” or “Amendment”), dated as of the later of the signature dates below (the “Effective Date”), is by and between the City of Medina, the Town of Yarrow Point, the Town of Hunts Point, and the City of Clyde Hill, all of which are Washington municipal corporations (individually a “Party” and collectively the “Parties” or “Cities”).

RECITALS:

WHEREAS, the Parties entered into an Interlocal Agreement on June 12, 2024 (hereinafter “Agreement”) for purposes of hiring joint legal counsel for negotiation with WSDOT regarding the maintenance of SR 520 facilities; and

WHEREAS, on June 12, 2024, the parties entered into the First Amendment of the Agreement to increase the maximum amount payable to \$80,000 (\$20,000 for each of the Cities); and

WHEREAS, since that time the Parties have determined that a second amendment is needed to again increase the budget set forth in Section 3 of the Agreement; and

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

AGREEMENT:

- Amendment to Section 3.** Section 3 is hereby amended in the Agreement to read as follows:

Section 3. Hiring and Financing of Professional Negotiator. The Cities agree to equally share the fees and expenses of an agreed upon law firm and attorney to serve as the professional negotiator to negotiate on behalf of the Cities with WSDOT, to the maximum total amount of ~~Forty Eighty One Hundred Sixty~~ Forty Eighty One Hundred Sixty Thousand Dollars (~~\$40,000~~~~80,000~~ 160,000) (~~\$10,000~~~~20,000~~ 40,000 maximum for each of the Cities). Joe Sabey, Mayor of the Town of Hunts Point, is authorized to sign ~~the~~ a revised Engagement Letter, if required, on behalf of the Cities following their review and approval thereof. Each of the Cities shall be entitled to review the billings of the professional negotiator as received. Each of the Cities shall promptly pay its one-quarter share unless the Committee decides to delay payment or challenge the billing. The Committee shall determine with the professional negotiator whether the billings are split equally and invoiced separately to each of the Cities or invoiced in some other manner to the Cities.

2. Reaffirmation; Intention to be Bound. Except as expressly amended by this Amendment, each and every term, condition and agreement contained in the Agreement shall remain in full force and effect. The Parties reaffirm that the representations and warranties made by each Party in the Agreement are true and accurate as of the Effective Date. The Parties executing this Second Amendment on behalf of themselves, their assigns, and successors, hereby acknowledge and reaffirm their intention to be bound by the terms and conditions of the Agreement. Nothing in this Amendment shall be deemed to supersede or otherwise modify any other term or provision of the Agreement except as expressly stated herein.

3. Recitals; Capitalized Terms. The recitals set forth above are a part of this Amendment. Unless otherwise defined herein, capitalized terms used in this Amendment have the meanings assigned to them in the Agreement or as set forth in the Amendment.

IN WITNESS WHEREOF, the Parties have caused their properly authorized representatives to execute this Second Amendment on the dates set forth below.

CITY OF CLYDE HILL

CITY OF MEDINA

By: _____
Steve Friedman, Mayor

By: _____
Stephen R. Burns, City Manager

CITY OF CLYDE HILL CONTACT

Dean Rohla, City Administrator
9605 NE 24th Street
Clyde Hill, WA 98004
T: 425.453.7800
F: 425.462.1936

CITY OF MEDINA CONTACT

Stephen R. Burns, City Manager
501 Evergreen Point Road, PO Box 144
Medina, WA 98039
T: 425.233.6400
F: 425.451.8197

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

By: _____
Dean Rohla, City Clerk
City of Clyde Hill

By: _____
Aimee Kellerman, City Clerk
City of Medina

APPROVED AS TO FORM

APPROVED AS TO FORM

By: _____
Tom Brubaker, City Attorney
City of Clyde Hill

By: _____
Jennifer S. Robertson, City Attorney
City of Medina

TOWN OF HUNTS POINT

By: _____
Joe Sabey, Mayor

TOWN OF HUNTS POINT CONTACT

Sue Ann Spens, Clerk/Treasurer
3000 Hunts Point Road
Hunts Point, WA 98004
(425)4 55-1834

ATTEST/AUTHENTICATED

By: _____
Sue Ann Spens, Clerk/Treasurer
Town of Hunts Point

APPROVED AS TO FORM

By: _____
David Linehan, Town Attorney

TOWN OF YARROW POINT

By: _____
Katy Harris, Mayor

TOWN OF YARROW POINT CONTACT

Katy Harris, Mayor
4030 95th Ave NE
Yarrow Point, WA 98004
(425) 786-6099

ATTEST/AUTHENTICATED

By: _____
Bonnie Ritter, City Clerk
Town of Yarrow Point

APPROVED AS TO FORM

By: _____
Emily Romanenko, City Attorney

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

October 8, 2023

Release of Claim Requests	Proposed Council Action: Approve in Consent Agenda
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Presented by:	Mayor Harris
Exhibits:	Three Release of Claim Requests

Summary:

Attached are 3 Release of Claim Requests from the City of Bellevue. The Town of Yarrow Point submitted these claims as part of our ongoing 94th Undergrounding Project. The Yarrow Point contractor impacted Bellevue's sewer facilities because they were mismarked. The COB Insurance dept is covering the costs. There are three separate Yarrow Point claims (all to date) for sanitary sewer mains. These have been reviewed by our legal counsel. City of Bellevue will send us the checks a week after they receive these documents.

Recommended Action:

Approved with approval of the Consent Agenda.

RELEASE OF ALL PROPERTY CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of **\$7,816.50** to be paid to **Town of Yarrow Point** does hereby and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges the City of Bellevue and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, and associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damage to the property that occurred near, or on, **Intersection of 95th Avenue NE and NE 40th Street Yarrow Point, WA** to any damage to the contents of said property resulting from the event which occurred on **7/11/2024** at or near said property.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released party(s) deny liability therefore and intend merely to avoid litigation and buy their peace.

The Undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, Sealed and delivered this _____ day of _____, 2024.

Printed Name

Signature

RELEASE OF ALL PROPERTY CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of **\$7,497.28** to be paid to **Town of Yarrow Point** does hereby and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges the City of Bellevue and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, and associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damage to the property that occurred near, or on, **3812 94th Avenue NE Yarrow Point, WA** to any damage to the contents of said property resulting from the event which occurred on **8/7/2024** at or near said property.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released party(s) deny liability therefore and intend merely to avoid litigation and buy their peace.

The Undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, Sealed and delivered this _____ day of _____, 2024.

Printed Name

Signature

RELEASE OF ALL PROPERTY CLAIMS

KNOW ALL PERSONS BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of \$6,203.80 to be paid to **Town of Yarrow Point** does hereby and for his heirs, executors, administrators, successors and assigns, releases, acquits and forever discharges the City of Bellevue and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, and associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the Undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damage to the property that occurred near, or on, **9421 NE 40th Street Yarrow Point, WA** to any damage to the contents of said property resulting from the event which occurred on **7/18/2024** at or near said property.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released party(s) deny liability therefore and intend merely to avoid litigation and buy their peace.

The Undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the Undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of the Release are contractual and not a mere recital.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, Sealed and delivered this _____ day of _____, 2024.

Printed Name

Signature

Business of The Town Council Town of Yarrow Point, WA

10.1
October 8, 2024

2025 Property Tax Levy	Proposed Council Action: Hold Public Hearing Adopt Ordinance No.754
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Presented by:	Mayor Harris
Exhibits:	Ordinance No.754

Summary:

Property Tax Levy

The setting of the property tax levy is routine:

- The levy is limited to an increase of 1% the current existing properties' Property Tax revenue the Town receives PLUS an amount related to new construction.
- Property tax levies are set by ordinance and filed with the County.
- If the estimated levy request is higher than the finally determined allowable rate, the assessor will reduce the levy appropriately.

Recommended Action:

1. Hold Public Hearing on revenue sources for the budget year 2025, including possible increases in the Yarrow Point tax levy.
2. Adopt **ORDINANCE NO. 754: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON INCREASING THE TOWN OF YARROW POINT'S PROPERTY TAX REGULAR LEVY FROM THE PREVIOUS YEAR, COMMENCING JANUARY 1, 2025 ON ALL PROPERTY; AND ESTABLISHING AN EFFECTIVE DATE.**

**TOWN OF YARROW POINT
ORDINANCE NO. 754**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON
INCREASING THE TOWN OF YARROW POINT’S PROPERTY TAX REGULAR
LEVY FROM THE PREVIOUS YEAR, COMMENCING JANUARY 1, 2025 ON
ALL PROPERTY; AND ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the Town Council has properly given notice of, and has held a public hearing on October 8, 2024, to consider the Town’s proposed 2025 property tax levy, pursuant to RCW 84.55.120; and

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

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

SECTION 1. That an increase in the regular property tax levy (excluding and in addition to the increases resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, or any refunds) is hereby authorized for the 2025 levy in the amount of \$684,665 which is a 1% increase (\$6,626) from the previous year (\$674,029 x 1.01 limit factor = \$680,770), plus the existing levy on new construction in the amount of \$3,751, plus amount under levied of \$144.

SECTION 2. There is hereby appropriated and fixed to be raised by general property taxes the following dollar amount, which is estimated to be received in 2025 as revenue from property carried on the tax rolls:

Levy basis for calculation (2024 Limit Factor)	\$ 674,029
X Limit factor of 1.0100 (+\$6,626)	\$ 680,770
+ New construction levy	\$ 3,751
+ amount of under levied	\$ <u>144</u>
TOTAL REGULAR LEVY	\$ 684,665
EXCESS (voter approved) LEVY	\$ <u>0</u>
TOTAL TAXES REQUESTED:	\$ <u>684,665</u>

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

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

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

PASSED AND APPROVED by the Council of the Town of Yarrow Point at a regularly scheduled meeting this 8th day of October, 2024.

APPROVED

Mayor Katy Kinney Harris

ATTEST: Bonnie Ritter, Clerk-Treasurer

APPROVED AS TO FORM

Emily Romanenko, Town Attorney

By Ordinance 2152 of the Metropolitan King County Council, Taxing Districts are required annually to submit the following information regarding their tax levies for the ensuing year as part of a formal resolution of the District's governing body.

THE KING COUNTY ASSESSOR HAS NOTIFIED THE GOVERNING BODY OF
THE TOWN OF YARROW POINT THAT THE ASSESSED VALUATION OF PROPERTY
 LYING WITHIN THE BOUNDARIES OF SAID DISTRICT FOR THE ASSESSMENT YEAR 2025 IS:

	\$ <u>2,243,762,158</u>
REGULAR (STATUTORY) LEVY (AS APPLICABLE):	
EXPENSE FUND	\$ <u>684,665</u>
- LID LIFT NAME _____	\$ <u>0</u>
- LID LIFT NAME _____	\$ <u>0</u>
RESERVE FUND	\$ <u>0</u>
NON-VOTED G.O. BOND (Limited)	\$ <u>-</u>
REFUNDS (Noted on worksheet)	\$ <u>-</u>
TOTAL REGULAR LEVY	\$ <u>684,665</u>
EXCESS (VOTER APPROVED) LEVY: (Please list authorized bond levies separately.)	
G.O. BONDS FUND LEVY	\$ <u>-</u>
G.O. BONDS FUND LEVY	\$ <u>0</u>
G.O. BONDS FUND LEVY	\$ <u>0</u>

SPECIAL LEVIES (INDICATE PURPOSE AND DATE OF ELECTION AT WHICH APPROVED, EXCEPT LID LIFTS):

_____	\$ _____
_____	\$ _____
TOTAL TAXES REQUESTED:	\$ <u>684,665</u>

THE ABOVE IS A TRUE AND COMPLETE LISTING OF LEVIES FOR SAID DISTRICT FOR TAX YEAR 2024 AND THEY ARE WITHIN THE MAXIMUMS ESTABLISHED BY LAW.

(AUTHORIZED SIGNATURE)	(DATE)
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**Business of The Town Council
Town of Yarrow Point, WA**

10.2
October 8, 2023

Public Hearing on 2025 Preliminary Budget	Proposed Council Action: Hear comments and discuss
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Presented by:	Mayor Harris
Exhibits:	2025 Preliminary Budget by line item 2025 Preliminary Budget by fund

Summary:

A public hearing is required to give citizens an opportunity to be heard with reference to the 2025 preliminary budget. Discussion and suggestions for amendments to this preliminary budget will also be heard from Council.

Recommended Action:

No action required at this time. Another public hearing and the ordinance to adopt the 2025 Final Budget will be presented at the November meeting.

2025 PROPOSED BUDGET

Account Number	Account Title	2021 Actual	2022 Actual	2023 Actual	2024 Adopted Budget	2024 Actual thru Sept + Oct AP	% Actual to Budget	Proposed 2025 Budget	Compare 2025 budget to 2024	Comments
GENERAL FUND #001										
001-3089100	BEGINNING FUND BALANCE	\$ 1,698,073	\$ 1,958,455	\$ 2,226,713	\$ 2,268,308	\$ 2,268,308	42%	\$ 1,485,913		
REVENUES										
001-311-10-00	PROPERTY TAX	\$ 638,511	\$ 646,528	\$ 658,901	\$ 647,000	\$ 389,457	60%	\$ 684,665	106%	
001-311-11-00	KING COUNTY PARKS LEVY	\$ 32,907	\$ 34,538		\$ -			\$ -		Moved to Fund 040 - Public Parks and Open Space
001-313-11-00	LOCAL SALES AND USE TAX	\$ 335,185	\$ 395,975	\$ 326,948	\$ 300,000	\$ 264,666	88%	\$ 325,000	108%	Monthly
001-313-27-00	AFFORDABLE & SUP HOUSING		\$ 354	\$ 2,800	\$ 2,500	\$ 1,247	50%	\$ 2,500	100%	Pass-thru to ARCH
001-313-71-00	LOCAL CRIMINAL JUSTICE	\$ 34,369	\$ 40,219	\$ 41,230	\$ 35,000	\$ 30,166	86%	\$ 35,910	103%	Monthly
001-316-41-00	PRIVATE UTILITY TAX - ELECTRIC	\$ 58,369	\$ 60,152	\$ 65,962	\$ 60,000	\$ 52,953	88%	\$ 60,600	101%	Quarterly
001-316-43-00	PRIVATE UTILITY TAX - NATL GAS	\$ 36,915	\$ 42,680	\$ 47,899	\$ 45,000	\$ 41,365	92%	\$ 45,450	101%	Quarterly
001-316-45-00	PRIVATE UTILITY TAX - GARBAGE	\$ 13,568	\$ 14,608	\$ 14,762	\$ 14,000	\$ 12,393	89%	\$ 14,476	103%	Quarterly
001-316-47-00	PRIVATE UTILITY TAX - TELEPHONE AND CATV	\$ 43,187	\$ 40,327	\$ 32,353	\$ 40,000	\$ 28,561	71%	\$ 41,420	104%	Monthly
001-321-91-00	FRANCHISE FEE - SEWER & WATER	\$ 48,142	\$ 46,858	\$ 51,958	\$ 48,000	\$ 39,190	82%	\$ 48,619	101%	Quarterly
001-321-91-10	FRANCHISE FEE - CATV	\$ 26,146	\$ 23,540	\$ 23,594	\$ 23,500	\$ 17,061	73%	\$ 23,500	100%	Quarterly
001-322-30-00	KC PET LICENSE REBATES	\$ 105	\$ 75	\$ 15	\$ -	\$ 125		\$ -		
001-332-92-11	COVID LOCAL FIS RECOVERY	\$ 156		\$ -	\$ -			\$ -		
001-332-92-10	COVID-19 NON-GRANT ASSISTANCE	\$ 160,371	\$ 160,527	\$ -	\$ -			\$ -		
001-334-00-30	STATE GRANT - SOS OFFICE		\$ 13,597	\$ 592	\$ -			\$ -		
001-335-04-01	LE & JE LEG ONE TIME COST	\$ 4,068	\$ -	\$ -	\$ -			\$ -		
001-336-06-21	MVET - CRIM JUSTICE - POPULATION	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 750	75%	\$ 1,000	100%	
001-336-06-25	MVET - CRIM JUSTICE - DCD #4	\$ 2,114	\$ 2,309	\$ 2,395	\$ 2,300	\$ 1,894	82%	\$ 2,300	100%	
001-336-06-26	CRIM JUSTICE - SPECIAL PROGRAMS	\$ 1,234	\$ 1,371	\$ 1,436	\$ 1,400	\$ 1,131	81%	\$ 1,400	100%	
001-336-06-42	MARIJUANA EXCISE TAX	\$ 1,354	\$ 1,822	\$ 1,790	\$ 1,300	\$ 1,350	104%	\$ 1,300	100%	
001-336-06-51	MVET - CRIM JUSTICE - DUI	\$ 173	\$ 129	\$ 78	\$ 70	\$ 86	123%	\$ 70	100%	
001-336-06-94	LIQUOR EXCISE TAX	\$ 7,385	\$ 7,954	\$ 7,888	\$ 8,000	\$ 5,798	72%	\$ 8,000	100%	Quarterly
001-336-06-95	LIQUOR BOARD PROFITS	\$ 8,138	\$ 8,725	\$ 8,602	\$ 8,500	\$ 6,426	76%	\$ 8,500	100%	Quarterly
001-341-50-00	SALE OF MAPS AND PUBLICATIONS		\$ -		\$ -			\$ -		
001-342-10-00	LAW ENFORCEMENT REPORT	\$ 18	\$ 40		\$ -	\$ 25		\$ -		
001-353-10-00	LOCAL INFRACTION REFUND	\$ 579	\$ 1,376	\$ 1,390	\$ 1,000	\$ 800	80%	\$ 1,000	100%	
001-354-00-00	PARKING INFRACTION PENALTIES	\$ 1,300	\$ 1,775	\$ 345	\$ 500	\$ 794	159%	\$ 500	100%	
001-355-20-00	DUI FINES	\$ 290	\$ -					\$ -		
001-355-80-00	OTHER TRAFFIC MISDEMEANOR FINES	\$ 384	\$ 362		\$ -			\$ -		
001-356-90-00	OTHER CRIM NON-TRAFFIC FINES	\$ 5	\$ -		\$ -			\$ -		
001-357-33-00	MUNICIPAL COURT RECOUPMENTS	\$ 416	\$ 250		\$ -			\$ -		
001-361-10-00	INVESTMENT INTEREST	\$ 1,851	\$ 32,944	\$ 107,785	\$ 45,000	\$ 67,805	151%	\$ 50,000	111%	
001-361-40-00	SALES INTEREST	\$ 204	\$ 377	\$ 1,024	\$ 500	\$ 937	187%	\$ 400	80%	
001-362-00-00	SITE LEASE	\$ 68,690	\$ 69,871	\$ 78,413	\$ 72,300	\$ 79,667	110%	\$ 73,674	102%	AT&T and Verizon
001-367-00-00	CONTRIBUTIONS FROM NON-GOVERNMENT	\$ 3,300	\$ 22,847	\$ -	\$ -	\$ 1,500		\$ -		
001-369-91-00	OTHER MISCELLANEOUS INCOME	\$ 11,907	\$ 954	\$ 1,403	\$ 5,000	\$ 69	1%	\$ -	0%	Used Town Truck
001-398-10-00	INSURANCE RECOVERIES		\$ -	\$ -	\$ -			\$ -		
	Subtotal Before Transfers	\$ 1,542,341	\$ 1,674,084	\$ 1,480,561	\$ 1,361,870	\$ 1,046,216	77%	\$ 1,430,284	105%	
001-397-00-00	OPERATING TRANSFERS - IN		\$ -	\$ -						
	Total Revenues	\$ 1,542,341	\$ 1,674,084	\$ 1,480,561	\$ 1,361,870	\$ 1,046,216	77%	\$ 1,430,284	105%	
EXPENDITURES										
001-511-30-41	PUBLICATIONS (ORD, NOTICES)	\$ 3,378	\$ 4,200	\$ 4,427	\$ 4,500	\$ 3,221	72%	\$ 5,000	111%	
001-511-60-41	DUES AND FEES	\$ 3,917	\$ 4,805	\$ 4,826	\$ 5,000	\$ 4,570	91%	\$ 5,000	100%	
001-512-52-41	COURT COSTS - MUNI & DIST	\$ 1,309	\$ 2,485	\$ 2,689	\$ 1,500	\$ 2,030	135%	\$ 1,535	102%	
001-513-10-10	STIPEND - MAYOR	\$ 33,000	\$ 34,960	\$ 38,682	\$ 40,448	\$ 30,336	75%	\$ 60,000	148%	Proposed Mayor stipend vs 42,066 (COLA only)
	MAYOR BENEFITS							\$ 11,709		Health insurance
	MAYOR RETIREMENT							\$ 5,466		PERS
001-513-10-21	PAYROLL TAXES - MAYOR	\$ 3,182	\$ 2,930	\$ 3,262	\$ 4,449	\$ 2,542	57%	\$ 5,400	121%	*The above 4 line items are \$37,144 increase over the previously proposed \$42,066 stipend. - NEW ENTRY.
001-513-20-41	ADVISORY SERVICES	\$ 360	\$ -	\$ -	\$ 12,000	\$ 5,800	48%	\$ 12,480	104%	2024-Lobbyist
001-514-20-10	SALARIES	\$ 100,985	\$ 115,041	\$ 131,725	\$ 141,189	\$ 106,312	75%	\$ 146,837	104%	25% of AW; 80% of BR; 10% IL
001-514-20-21	SOC.SEC/MEDI/SUTA/WORK COMP	\$ 8,982	\$ 10,294	\$ 11,848	\$ 12,707	\$ 9,474	75%	\$ 13,215	104%	
001-514-20-22	BENEFITS	\$ 11,807	\$ 12,453	\$ 13,013	\$ 14,100	\$ 10,099	72%	\$ 14,664	104%	
001-514-20-23	RETIREMENT	\$ 11,713	\$ 11,873	\$ 13,099	\$ 13,455	\$ 9,989	74%	\$ 13,377	99%	
001-514-20-41	ACCOUNTING & AUDIT SERVICES	\$ 24,386	\$ 3,251	\$ 11,360	\$ 3,500	\$ 20,912	597%	\$ 35,000	1000%	
001-514-40-40	ELECTION SERVICES	\$ 4,012	\$ 4,557	\$ 4,620	\$ 4,800	\$ -	0%	\$ 5,328	111%	

2025 PROPOSED BUDGET

Account Number	Account Title	2021 Actual	2022 Actual	2023 Actual	2024 Adopted Budget	2024 Actual thru Sept + Oct AP	% Actual to Budget	Proposed 2025 Budget	Compare 2025 budget to 2024	Comments
001-515-41-41	LEGAL SERVICES	\$ 81,619	\$ 180,190	\$ 85,837	\$ 125,000	\$ 117,813	94%	\$ 150,000	120%	
001-515-91-41	PUBLIC DEFENDER - MUNI & DIST	\$ 3,000	\$ 3,000	\$ 1,000	\$ 6,000	\$ 2,250	38%	\$ 10,000	167%	\$350/mo. + \$400/case(4)
001-518-10-40	MISC PROFESSIONAL SERVICES	\$ 523	\$ -	\$ -	\$ -	\$ 21,036		\$ 20,000		WSDOT Mediation in 2025
001-518-10-43	MEETINGS, TRAVEL AND PER DIEM	\$ 760	\$ 1,800	\$ 1,255	\$ 4,000	\$ 839	21%	\$ 4,000	100%	
001-518-10-44	EMPLOYEE TRAINING	\$ 2,425	\$ 2,964	\$ 1,911	\$ 5,000	\$ 725	15%	\$ 5,000	100%	
001-518-30-30	TOWN MAINT - SUPPLIES	\$ -	\$ -	\$ -	\$ 2,500	\$ -	0%	\$ 2,500	100%	
001-518-30-31	OFFICE EQUIPMENT	\$ 9,374	\$ 6,051	\$ 1,666	\$ 10,000	\$ 6,496	65%	\$ 10,000	100%	Server in 2025
001-518-30-46	INSURANCE AND BONDS	\$ 20,934	\$ 25,874	\$ 34,787	\$ 35,560	\$ 35,645	100%	\$ 41,550	117%	Annual payment (per quote)
001-518-30-48	TOWN FACILITIES MAINTENANCE	\$ 829	\$ 4,241	\$ 32,324	\$ 40,000	\$ 38,032	95%	\$ 15,000	38%	
001-518-40-47	TOWN UTILITIES	\$ 16,560	\$ 18,424	\$ 16,975	\$ 19,000	\$ 11,494	60%	\$ 19,760	104%	cells, PSE, Comcast, Crystal, security, S&W
001-518-50-30	OFFICE SUPPLIES	\$ 4,146	\$ 5,380	\$ 4,767	\$ 6,000	\$ 2,969	49%	\$ 6,180	103%	
001-518-70-44	PRINTING SERVICES	\$ 4,319	\$ 5,701	\$ 277	\$ 1,500	\$ 338	23%	\$ 2,000	133%	
001-518-80-31	RECORDS MANAGEMENT	\$ -	\$ 14,128	\$ 3,413	\$ 3,420	\$ 3,587	105%	\$ 3,600	105%	Received WA State Archives grant for Laserfiche system \$14,200. \$3,600 yr license fee
001-518-80-40	IT SUPPORT AND MAINTENANCE	\$ 29,979	\$ 25,626	\$ 24,673	\$ 25,000	\$ 29,067	116%	\$ 26,250	105%	ISOsource, Caselle, AWS, Msft...
001-518-90-30	MISCELLANEOUS	\$ 1,435	\$ 5,724	\$ 1,000	\$ 3,000	\$ 1,043	35%	\$ 2,000	67%	
001-521-20-40	POLICE OPERATIONS	\$ 427,536	\$ 442,149	\$ 485,404	\$ 518,014	\$ 518,014	100%	\$ 574,979	111%	
001-521-20-45	SHERIFF - MARINE POLICING SERV.	\$ 12,670	\$ 11,161	\$ 15,000	\$ 16,000	\$ -	0%	\$ 18,000	113%	Mercer Island Marine Services (+3.8% CPI per agreement in '25)
001-521-30-41	CRIMINAL JUSTICE	\$ 23,794	\$ 18,427	\$ 2,989	\$ 20,000	\$ 21,073	105%	\$ 21,000	105%	
001-521-30-45	CRIM JUSTICE - OTHER CTED PROG	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
001-522-10-44	FIRE PROTECTION - LEOFF	\$ 6,183	\$ 6,108	\$ 6,521	\$ 6,550	\$ -	0%	\$ 6,500	99%	
001-522-20-40	FIRE SUPPRESSION	\$ 245,245	\$ 233,943	\$ 279,731	\$ 319,410	\$ 159,705	50%	\$ 322,290	101%	per quote
001-522-20-41	BELLEVUE FIRE CARES		\$ 2,500	\$ 2,500	\$ 2,500	\$ -	0%	\$ 2,500	100%	
001-523-60-41	JAIL SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
001-525-60-40	EMERGENCY PREPAREDNESS	\$ 105	\$ -	\$ -	\$ 1,000	\$ -	0%	\$ 1,000	100%	
001-542-64-48	TRAFFIC CONTROL DEVICES			\$ 11,897	\$ 13,763	\$ 13,763	100%	\$ 13,763	100%	Annual payment - 5 year contract + tax Was 12,500 + tax
001-551-00-49	ARCH CONTRIBUTION	\$ 10,000	\$ 10,000	\$ 10,354	\$ 12,500	\$ 12,799	102%	\$ 12,500	100%	Annual of \$10,000 + \$2,500 estimate collected for Affordable & Sup. Housing
001-553-70-40	POLLUTION CONTROL	\$ 3,129	\$ 6,147	\$ 3,330	\$ 3,500	\$ 3,930	112%	\$ 3,994	114%	Annual payment - 2025 rec'd from PSE.
001-566-00-40	ALCOHOL REHABILITATION	\$ 381	\$ 336	\$ 330	\$ 400	\$ 165	41%	\$ 500	125%	
001-573-90-31	COMMUNITY PROGRAMS	\$ 4,454	\$ 6,232	\$ 5,049	\$ 12,000	\$ 4,628	39%	\$ 12,000	100%	
001-576-90-41	WETHERILL DONATION	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	100%	\$ 15,000	150%	Annual payment to WNP maintenance
001-594-21-60	CAP.EXP. - LAW ENFORCEMENT			\$ 33,980	\$ -	\$ -		\$ -		25% share of purchase of two police cars in 2023.
	Subtotal before transfers	\$ 1,121,430	\$ 1,247,955	\$ 1,316,521	\$ 1,479,265	\$ 1,220,695	83%	\$ 1,656,877	112%	
001-597-00-00	OPERATING TRANSFERS - OUT	\$ 160,371	\$ 157,871	\$ 122,445	\$ 665,000	\$ 665,000	100%	\$ -		Propose: in 2024-\$120,000 to Fund 040; \$145,000 to Fund 101 for T1 and T2 - not \$545,000 as budgeted.
	Total Expenditures	\$ 1,281,801	\$ 1,405,826	\$ 1,438,966	\$ 2,144,265	\$ 1,885,695	88%	\$ 1,656,877	77%	
001-5089100	PROJECTED ENDING FUND BALANCE	\$ 1,958,455	\$ 2,226,713	\$ 2,268,308	\$ 1,485,913			\$ 1,259,320		
WETHERILL NATURE PRESERVE FUND #023										
023-3089100	BEGINNING BALANCE	\$ 54,686	\$ 67,998	\$ 65,785	\$ 40,284	\$ 40,284		\$ 25,084		
REVENUES										
023-337-00-00	PUBLIC DONATIONS - WNP	\$ 10,000	\$ 15,000	\$ 21,000	\$ 20,000	\$ 10,000	50%	\$ 20,000	100%	
023-337-00-10	PUBLIC DONATIONS - PROJECT		\$ -							
023-337-00-40	KC GRANT		\$ 3,312	\$ -	\$ -					
023-361-10-00	INVESTMENT INTEREST	\$ 54	\$ 1,175	\$ 3,399	\$ 2,000	\$ 635	32%	\$ 600	30%	
023-367-00-00	PRIVATE DONATIONS - WETHERILL	\$ 20,579	\$ 24,370	\$ 23,667	\$ 55,000	\$ 19,530	36%	\$ 22,000	40%	
023-367-00-10	PRIVATE DONATIONS - PROJECTS	\$ 550	\$ -							
023-397-00-00	TRANSFERS IN	\$ -	\$ 771	\$ 2,615	\$ 1,300	\$ -	0%		0%	interest from 701 Endowment fund
	Total Revenues	\$ 31,184	\$ 44,628	\$ 50,681	\$ 78,300	\$ 30,165	39%	\$ 42,600	54%	
EXPENDITURES										
023-576-90-10	SALARY - PW	\$ -	\$ -	\$ -	\$ 500	\$ -	0%	\$ -		PW Dept/Part-timers
023-576-90-31	SUPPLIES	\$ 2,209	\$ 2,579	\$ 3,247	\$ 2,000	\$ 172	9%	\$ 2,500	125%	tools, mailing newsletter, etc.
023-576-90-40	MISCELLANEOUS MAINT.	\$ 15,662	\$ 25,735	\$ 72,935	\$ 26,000	\$ 24,436	94%	\$ 25,000	96%	Earthcorps, services, other maint.
023-576-90-42	PROJECT EXPENSES	\$ -	\$ 18,527	\$ -	\$ 65,000	\$ 9,606	15%	\$ 20,000	31%	Trail restoration, storm drain through Preserve
023-597-00-00	TRANSFERS OUT	\$ -	\$ -							
	Total Expenditures	\$ 17,872	\$ 46,841	\$ 76,182	\$ 93,500	\$ 34,213	37%	\$ 47,500	51%	
012-5089100	PROJECTED ENDING FUND BALANCE	\$ 67,998	\$ 65,785	\$ 40,284	\$ 25,084			\$ 20,184		
PUBLIC PARKS AND OPEN SPACE FUND #040										
040-3089100	BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ 47,803	\$ 47,803		\$ 168,303		

2025 PROPOSED BUDGET

Account Number	Account Title	2021 Actual	2022 Actual	2023 Actual	2024 Adopted Budget	2024 Actual thru Sept + Oct AP	% Actual to Budget	Proposed 2025 Budget	Compare 2025 budget to 2024	Comments
REVENUES										
040-311-11-00	KING COUNTY PARKS LEVY			\$ 37,705	\$ 35,000	\$ 30,045	86%	\$ 35,000	116%	New levy 2020-2025 - \$25,000 min.+pop & AV calculation
040-361-10-00	INVESTMENT INTEREST			\$ 4,524	\$ 500	\$ 5,805	1161%	\$ 5,000	86%	
040-397-00-00	TRANSFERS IN			\$ 122,445	\$ 120,000	\$ 120,000	100%			
	Total Revenues			\$ 164,674	\$ 155,500	\$ 155,850	100%	\$ 40,000	26%	
EXPENDITURES										
040-576-80-31	OPEN SPACES - MAINTENANCE			\$ 4,049	\$ 10,000	\$ 1,150	12%	\$ 16,500	165%	2025 - dock repair 10,000 + hand rail maint 5,000 + Tree City App 1,500
040-576-80-40	GEN. PARKS - MORNINGSIDE MAINTENANCE			\$ 5,459	\$ 7,200	\$ 937	13%	\$ 13,500	188%	Maint-10,000 + research grants 1,000 + PROS grant application 2,500
040-594-76-63	COMMUNITY PROJECTS CONSTRUCTION			\$ 28,409	\$ 30,000	\$ -	0%	\$ 15,000	50%	Town entry, Points Dr sign, landscaping projects -
040-594-76-64	OPEN SPACES - CONSTRUCTION PROJECTS			\$ 76,202	\$ 150,000	\$ 28,806	19%	\$ -	0%	Sally's Alley East End deferred in 2025
040-594-76-65	ROADSIDE LANDSCAPING PROJECTS			\$ 2,753	\$ -	\$ -				
	Total Expenditures			\$ 116,870	\$ 197,200	\$ 30,892	16%	\$ 45,000	23%	
040-5089100	PROJECTED ENDING FUND BALANCE		\$ 67,445	\$ 47,803	\$ 6,103	\$ 168,303		\$ 163,303		Figured with 2024 total expenses at 35,000.
STREET FUND #101										
101-3085100	BEGINNING BALANCE	\$ 408,095	\$ 288,342	\$ 474,540	\$ 529,781	\$ 529,781		\$ 452,810		
REVENUES										
101-322-40-00	HEAVY VEHICLE FEE	\$ 138,806	\$ 87,994	\$ 78,157	\$ 70,000	\$ 57,426	82%	\$ 75,530	108%	
101-336-00-71	MULTIMODAL TRANS. CTY	\$ 1,413	\$ 1,482	\$ 1,461	\$ 1,400	\$ 1,091	78%	\$ 1,400	100%	
101-336-00-87	STREET FUEL TAX	\$ 20,099	\$ 21,120	\$ 20,831	\$ 19,000	\$ 14,860	78%	\$ 20,000	105%	
101-361-10-00	INVESTMENT INTEREST	\$ 398	\$ 8,411	\$ 26,404	\$ 10,000	\$ 35,511	355%	\$ 12,000	120%	
101-382-10-00	STREET DAMAGE DEPOSIT	\$ 56,250	\$ 37,530	\$ 22,500	\$ 20,000	\$ 22,650	113%	\$ 20,000	100%	offset in expenditures
101-395-20-00	INSURANCE/DAMAGE CLAIMS - recovery for cap as	\$ -	\$ -	\$ -	\$ -	\$ 6,578		\$ -		
101-398-10-00	INSURANCE RECOVERIES - other than cap asset	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
	Subtotal before transfers	\$ 216,966	\$ 156,537	\$ 149,352	\$ 120,400	\$ 138,117	115%	\$ 128,930	107%	
101-397-00-00	OPERATING TRANSFERS IN	\$ -	\$ 280,000	\$ 240,000	\$ 545,000	\$ 545,000	100%	\$ 450,000	83%	From 001 for T1 & T2 for 2024: In 2025- \$450,000 from 301 REET
	Net adjust			\$ 6,927						
	Total Revenues	\$ 216,966	\$ 436,537	\$ 396,279	\$ 665,400	\$ 683,117	103%	\$ 578,930	87%	
EXPENDITURES										
101-542-30-48	STREET MAINTENANCE	\$ -	\$ 10,122	\$ 6,098	\$ 15,000	\$ 7,768	52%	\$ 20,000	133%	
101-542-63-47	STREET LIGHTS	\$ 8,939	\$ 9,231	\$ 15,130	\$ 10,000	\$ 8,277	83%	\$ 10,520	105%	
101-542-64-48	TRAFFIC CONTROL DEVICES	\$ 6,050	\$ 6,750	\$ -	\$ -	\$ -				This line item is in Fund 001 beginnin in 2023.
101-542-67-41	STREET CLEANING	\$ 4,203	\$ 4,170	\$ 2,100	\$ 5,400	\$ 4,810	89%	\$ 5,670	105%	
101-542-70-31	ROW MAINT - SUPPLIES	\$ 4,971	\$ 5,410	\$ 6,377	\$ 8,000	\$ 2,789	35%	\$ 7,000	88%	
101-542-70-32	ROW MAINT - FUEL	\$ 1,488	\$ 1,895	\$ 1,912	\$ 2,500	\$ 1,205	48%	\$ 2,900	116%	
101-542-70-35	ROW MAINT - EQUIPMENT	\$ 307	\$ 906	\$ 1,541	\$ 4,500	\$ 757	17%	\$ 2,000	44%	
101-542-70-41	ROW MAINT - CONTRACT SVCS	\$ 20,052	\$ 16,931	\$ 36,245	\$ 25,000	\$ 19,905	80%	\$ 25,000	100%	
101-543-30-10	SALARY - PUBLIC WORKS DEPT	\$ 51,523	\$ 58,840	\$ 61,594	\$ 62,030	\$ 46,522	75%	\$ 64,511	104%	70% of Istvan
101-543-30-21	PAYROLL TAXES - PW	\$ 5,700	\$ 6,289	\$ 6,783	\$ 6,823	\$ 5,182	76%	\$ 7,096	104%	
101-543-30-22	BENEFITS - PW	\$ 7,187	\$ 7,580	\$ 7,921	\$ 8,572	\$ 6,147	72%	\$ 8,915	104%	
101-543.30-23	RETIREMENT - PW	\$ 5,968	\$ 6,059	\$ 6,118	\$ 5,912	\$ 4,360	74%	\$ 5,877	99%	
101-543-31-10	SALARY - PART TIME PUBLIC WORKS	\$ 6,690	\$ -	\$ 10,993	\$ 12,000	\$ 13,420	112%	\$ 12,000	100%	
101-543-31-21	PAYROLL TAXES - PART TIME PUBLIC WORKS	\$ 1,034	\$ -	\$ 1,253	\$ 1,350	\$ 1,985	147%	\$ 1,320	98%	
101-544-20-41	ENGINEERING SERVICES - GENERAL	\$ 3,529	\$ 1,813	\$ 9,893	\$ 13,000	\$ 9,414	72%	\$ 10,000	77%	
101-582-10-00	STREET DEPOSIT REFUNDS	\$ 33,750	\$ 97,534	\$ 33,780	\$ 20,000	\$ 27,958	140%	\$ 20,000	100%	offset in revenues
101-594-42-60	CAP EXP-ORDINARY MAINT (VEHICLES, EQUIP)			\$ 81,188	\$ 15,000	\$ -	0%	\$ -		Snow plow in 2024.
101-595-30-60	ROADWAY RESTORATION			\$ 49,482	\$ 45,000	\$ -	0%	\$ 60,000	133%	T-2 (92nd Replace sidewalk from 3600 to 3900)
101-595-30-63	STREET CONSTRUCTION	\$ 183,055	\$ 16,809	\$ 2,630	\$ 500,000	\$ 30,775	6%	\$ 720,000	144%	T-1 (94th, 38th, 40th - 2" grind and overlay)
	Total Expenditures	\$ 344,443	\$ 250,339	\$ 341,038	\$ 760,087	\$ 191,273	25%	\$ 982,809	129%	
101-5085100	PROJECTED ENDING FUND BALANCE	\$ 288,342	\$ 474,540	\$ 529,781	\$ 435,094	\$ 452,810	\$ 1	\$ 48,931		
COMMUNITY DEVELOPMENT FUND #104										
104-3085100	BEGINNING BALANCE	\$ 370,775	\$ 461,460	\$ 423,240	\$ 313,754	\$ 313,754		\$ 252,742		
REVENUES										
104-322-10-00	BUILDING PERMIT FEES	\$ 151,352	\$ 133,717	\$ 108,782	\$ 80,000	\$ 83,032	104%	\$ 100,000	125%	Mandatory Comp Plan Updates of \$392,500 covered 100% by grants.
104-322-10-11	CONSTRUCTION SIGN FEE	\$ 300	\$ 540	\$ 630	\$ 300	\$ 480	160%	\$ 250	83%	

2025 PROPOSED BUDGET

Account Number	Account Title	2021 Actual	2022 Actual	2023 Actual	2024 Adopted Budget	2024 Actual thru Sept + Oct AP	% Actual to Budget	Proposed 2025 Budget	Compare 2025 budget to 2024	Comments
104-322-10-12	FENCE PERMIT FEE	\$ 750	\$ 1,125	\$ 125	-	\$ 400		\$ -		
104-322-10-13	ROOFING PERMIT FEE	\$ 300	\$ 100	\$ 550	\$ 300	\$ -	0%	\$ 300	100%	
104-322-10-31	SHORELINE EXEMPTION	\$ 2,500	\$ 11,120	\$ 5,313	\$ 2,000	\$ 7,545	377%	\$ 2,500	125%	
104-322-11-00	MECHANICAL/PLUMBING PERMIT FEES	\$ 19,625	\$ 14,179	\$ 10,970	\$ 10,000	\$ 13,148	131%	\$ 15,000	150%	
104-322-12-00	DEMOLITION FEES	\$ 5,000	\$ 2,436	\$ 2,813	\$ 1,875	\$ 88,344	4712%	\$ 2,000	107%	2024 Rev includes Bond that was reimbursed in Expenditures
104-322-13-00	SUBSTANTIAL DEVELOPMENT FEES	\$ 1,250	\$ -	\$ -	\$ -	\$ -		\$ -		
104-322-14-00	RIGHT OF WAY PERMIT	\$ 4,725	\$ 3,538	\$ 3,538	\$ 3,000	\$ 3,450	115%	\$ 3,000	100%	
104-322-16-00	SITE DEVELOPMENT FEES	\$ 11,203	\$ 9,000	\$ 8,875	\$ 9,000	\$ 6,875	76%	\$ 9,500	106%	
104-322-17-00	PRE APPLICATION CONFERENCE	\$ 16,500	\$ 16,000	\$ 17,750	\$ 10,000	\$ 11,000	110%	\$ 17,500	175%	
104-322-18-00	ENCROACHMENT AGREEMENT	\$ 7,500	\$ 3,750	\$ 3,959	\$ 1,000	\$ 3,750	375%	\$ 1,000	100%	
104-332-10-14	TREE PERMIT					\$ 19,980		\$ -		
104-334-03-10	WA STATE GRANTS		\$ -	\$ -	\$ -			\$ -		
104-334-04-20	DEPT OF COMMERCE GRANT - COMP PLAN			\$ 50,000	\$ 50,000	\$ 50,000	100%	\$ -	0%	Grant for work on the mandated Comp Plan Update-a total of \$100,000 over 2 years.
104-334-04-21	MIDDLE HOUSING GRANT - DEPT COMM.				\$ 17,500	\$ 17,500	100%	\$ 17,500	100%	Per Planner
104-334-04-22	CLIMATE PLANNING GRANT - DEPT COMM.							\$ 25,000		Grant funded, but timing unknown - 2024 unlikely.
104-334-04-23	CONSOLIDATED PERMIT REVIEW GRANT							\$ 140,625		Grant total is \$187,500
104-337-00-40	KC CD GRANT		\$ 4,500		\$ -			\$ -		
104-345-81-00	ZONING/SUBDIVISION FEES	\$ 1,250	\$ -		\$ -	\$ 1,250		\$ -		
104-345-81-10	VARIANCE FEE	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ -		\$ -		
104-345-81-40	HEARING EXAMINER - FOR REIMBURSEMENT	\$ 1,735	\$ 2,355	\$ 7,960	\$ 4,000	\$ 3,940	99%	\$ 4,000	100%	
104-345-83-00	PLAN CHECKING FEES	\$ 84,159	\$ 58,109	\$ 60,072	\$ 40,000	\$ 114,649	287%	\$ 60,000	150%	
104-345-86-00	SEPA PERMIT	\$ 12,510	\$ 11,250	\$ 10,000	\$ 7,500	\$ 11,250	150%	\$ 8,000	107%	
104-345-89-40	OTHER DEVELOPMENT FEES	\$ 870	\$ 2,590	\$ 4,775	\$ -	\$ 8,899		\$ -		
104-361-10-00	INVESTMENT INTEREST	\$ 426	\$ 8,128	\$ 19,519	\$ 8,000	\$ 15,495	194%	\$ 10,000	125%	
	Total Revenues	\$ 324,455	\$ 284,937	\$ 318,128	\$ 244,475	\$ 460,987	189%	\$ 416,175	170%	
EXPENDITURES										
104-518-10-10	SALARY	\$ 65,141	\$ 78,714	\$ 88,098	\$ 93,067	\$ 71,059	76%	\$ 96,790	104%	20% BR, 75% AW
104-518-10-21	PAYROLL TAXES - CLERK	\$ 5,794	\$ 7,036	\$ 7,894	\$ 8,400	\$ 6,314	75%	\$ 8,711	104%	
104-518-10-22	BENEFITS - CLERK	\$ 9,753	\$ 10,287	\$ 10,749	\$ 11,633	\$ 8,342	72%	\$ 12,098	104%	
104-518-10-23	RETIREMENT - CLERK	\$ 7,519	\$ 8,107	\$ 8,749	\$ 8,869	\$ 6,662	75%	\$ 8,818	99%	
104-543-30-10	INTERNS (SUMMER HELP)		\$ 6,060	\$ -	\$ -					MOVED TO FUND 101 - STREETS
104-543-30-21	INTERNS PAYROLL TAXES		\$ 867	\$ -	\$ -					MOVED TO FUND 101 - STREETS
104-558-50-31	SUPPLIES	\$ -	\$ -	\$ -	\$ -			\$ -		
104-558-50-40	SITE DEVELOPMENT	\$ 5,881	\$ 11,103	\$ 10,516	\$ 8,500	\$ 11,957	141%	\$ 8,000	94%	
104-558-50-41	BUILDING PERMITS	\$ 9,671	\$ 66,704	\$ 23,750	\$ 22,000	\$ 28,825	131%	\$ 30,000	136%	
104-558-50-42	MECHANICAL PERMITS	\$ 9,977	\$ 7,829	\$ 6,738	\$ 7,500	\$ 7,046	94%	\$ 7,500	100%	
104-558-50-43	FENCE PERMIT	\$ 196	\$ 486	\$ 162	\$ -	\$ -		\$ -		
104-558-50-44	SEPA	\$ 7,906	\$ 2,026	\$ 5,746	\$ 7,500	\$ 5,323	71%	\$ 5,000	67%	
104-558-50-45	DEMOLITION PERMITS	\$ 126	\$ 261	\$ 31	\$ -	\$ 82,719		\$ -		Reimbursed Demo Bond
104-558-50-46	SUBSTANTIAL DEVELOPMENT	\$ -	\$ 85	\$ 217	\$ -	\$ -		\$ -		
104-558-50-47	RIGHT OF WAY	\$ 5,366	\$ 4,217	\$ 7,120	\$ 2,500	\$ 6,775	271%	\$ 4,500	180%	
104-558-50-48	SHORELINE EXEMPTION	\$ 1,283	\$ 1,445	\$ 1,290	\$ 1,000	\$ 507	51%	\$ 1,000	100%	
104-558-50-49	SHORELINE SUBS DEVELOPMENT	\$ 2,859	\$ 8,514	\$ 8,134	\$ 8,500	\$ 10,226	120%	\$ 4,000	47%	
104-558-60-40	COMPREHENSIVE PLAN	\$ -	\$ 8,409	\$ 76,495	\$ 80,000	\$ 26,237	33%	\$ 20,000	25%	Comp Plan Dev Reg
104-558-60-41	CODE ENFORCEMENT	\$ 2,164	\$ 4,433	\$ 2,379	\$ 4,000	\$ 4,626	116%	\$ 3,000	75%	
104-558-60-42	GENERAL ADMINISTRATION	\$ 26,830	\$ 44,237	\$ 92,827	\$ 90,000	\$ 77,395	86%	\$ 90,000	100%	
104-558-60-43	OTHER DEVELOPMENT	\$ 593	\$ 1,705	\$ 5,406	\$ 5,000	\$ -	0%	\$ 5,000	100%	
104-558-60-44	SPECIAL USE PERMIT	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -		
104-558-60-45	PROFESSIONAL SVCS - HRG. EXAM	\$ 1,735	\$ 6,540	\$ 6,100	\$ 4,000	\$ 8,460	212%	\$ 4,000	100%	
104-558-60-46	PLAN CHECKING	\$ 45,475	\$ 34,224	\$ 35,931	\$ 40,000	\$ 30,265	76%	\$ 35,000	88%	
104-558-60-48	ZONING/SUBDIVISION	\$ 1,114	\$ 745	\$ 2,986	\$ 10,000	\$ 5,475	55%	\$ 13,000	130%	10,000 for Subdivision Regulations (Planner)-Mandatory Comp Plan Requirement.
104-558-60-49	PRE-APPLICATION MEETINGS	\$ 7,490	\$ 7,358	\$ 9,363	\$ 9,500	\$ 7,164	75%	\$ 9,000	95%	
104-558-61-40	MIDDLE HOUSING - ACCESSORY DWELLINGS	\$ -		\$ 4,554		\$ 21,522		\$ 140,000		\$135,000 Middle Housing: \$5,000 Accessory Dwellings
104-558-61-41	CLIMATE PLANNING	\$ -		\$ 1,572		\$ 5,029		\$ 25,000		
104-588-61-42	CONSOLIDATED PERMIT REVIEW					\$ 7,502		\$ 50,000		
104-588-61-43	CRITICAL AREAS							\$ 15,000		
104-588-61-44	SHORELINE MASTER PROGRAM							\$ 5,000		\$70,000 in future year with covering grant
104-559-30-00	TREE PERMITS	\$ -		\$ 3,879		\$ 6,936		\$ -		
104-576-80-40	GEN.PARKS - MORNINGSIDE MAINT.	\$ 2,532	\$ 374	\$ -	\$ -					moved to 040

2025 PROPOSED BUDGET

Account Number	Account Title	2021 Actual	2022 Actual	2023 Actual	2024 Adopted Budget	2024 Actual thru Sept + Oct AP	% Actual to Budget	Proposed 2025 Budget	Compare 2025 budget to 2024	Comments
104-594-76-63	COMMUNITY PROJECTS CONSTRUCTION	\$ -	\$ -	\$ -	\$ -					Sport Court - to 040.
104-594-76-64	OPEN SPACES PROJECTS CONSTRUCTION	\$ 6,380	\$ 1,360	\$ -	\$ -					Sally's Alley - to 040
104-595-70-63	ROADSIDE LANDSCAPING PROJECTS	\$ -	\$ -	\$ -	\$ -					moved to 040
104-588-00-00	Adjustment with 101 for part time wages			\$ 6,927						
	Total Expenditures	\$ 226,045	\$ 323,157	\$ 427,614	\$ 421,969	\$ 446,366	106%	\$ 600,417	142%	
104-5085100	PROJECTED ENDING FUND BALANCE	\$ 461,460	\$ 423,240	\$ 313,754	\$ 136,260	\$ 252,742		\$ 68,500		
CAPITAL IMPROVEMENT FUND #301 - reserved										
301-3083100	BEGINNING BALANCE	\$ 456,850	\$ 720,627	\$ 927,503	\$ 916,521	\$ 916,521		\$ 534,251		In 2021 combined funds 301 & 304
	REVENUES	\$ 576,598								
301-318-34-00	REET 1 - FIRST QTR PERCENT	\$ 148,866	\$ 237,208	\$ 139,769	\$ 100,000	\$ 169,623	170%	\$ 150,000	150%	
301-318-35-00	REET 2 - SECOND QTR PERCENT	\$ -	\$ 237,208	\$ 139,769	\$ 100,000	\$ 169,623	170%	\$ 150,000	150%	
301-361-10-00	INVESTMENT INTEREST	\$ 781	\$ 12,460	\$ 39,481	\$ 10,000	\$ 18,485	185%	\$ 10,000	100%	
	Total Revenues	\$ 726,245	\$ 486,876	\$ 319,018	\$ 210,000	\$ 357,730	170%	\$ 310,000	148%	
	EXPENDITURES									
301-597-00-00	OPERATING TRANSFERS - OUT	\$ 462,469	\$ 280,000	\$ 330,000	\$ 740,000	\$ 740,000	100%	\$ 450,000	61%	In 2025: 400,000 to 101 for T-1 & T-2.
301-597-00-83	OPERATING TRANSFER LOAN REDEMPT.		\$ -	\$ -	\$ -			\$ -		
	Total Expenditures	\$ 462,469	\$ 280,000	\$ 330,000	\$ 740,000	\$ 740,000	100%	\$ 450,000	61%	
301-5083100	PROJECTED ENDING FUND BALANCE	\$ 720,627	\$ 927,503	\$ 916,521	\$ 386,521	\$ 534,251		\$ 394,251		
CURRENT YEAR CAPITAL FUND 311										
311-3085100	BEGINNING BALANCE	\$ 553,487	\$ 66,684	\$ 2,058,032	\$ 2,308,695	\$ 2,308,695		\$ 739,005		Undergrounding portion of project budgeted at 1,300,000 - bid received at approx. 1,660,000 - Beginning fund balance for 2025 based on construction cost of 1,660,000.
	REVENUES									
311-361-10-00	INVESTMENT INTEREST	\$ 303	\$ 31,255	\$ 110,601	\$ 30,000	\$ 90,309	301%	\$ 25,000		
311-385-00-00	SPECIAL OR EXTRAORDINARY ITEM		\$ 2,000,000	\$ 207,130	-			\$ -		
311-397-00-00	OPERATING TRANSFERS - IN	\$ 50,000	\$ -	\$ -						
	Total Revenues	\$ 50,303	\$ 2,031,255	\$ 317,731	\$ 30,000	\$ 90,309	301%	\$ 25,000		
	EXPENDITURES									
311-595-10-41	PROFESSIONAL SERVICES - ENGINEERING	\$ 2,135	\$ -					\$ -		
311-595-30-63	CONSTRUCTION - UNDERGROUNDING	\$ 534,971	\$ 39,907	\$ 67,067	\$ 1,300,000	\$ 963,032	74%	\$ -		Undergrounding / CIP U-1
311-595-70-63	ROADSIDE LANDSCAPING-DEVELOPMENT		\$ -							
	Total Expenditures	\$ 537,106	\$ 39,907	\$ 67,067	\$ 1,300,000	\$ 963,032	74%	\$ -		
311-5085100	PROJECTED ENDING FUND BALANCE	\$ 66,684	\$ 2,058,032	\$ 2,308,695	\$ 1,038,695	\$ 739,005		\$ 764,005		bid cost of UGC project - for projection purposes
						\$ 1,660,000				
STORMWATER FUND #401										
401-3085100	BEGINNING BALANCE	\$ 663,670	\$ 285,315	\$ 212,954	\$ 304,515	\$ 304,515		\$ 334,318		
	REVENUES									
401-337-00-70	GRANT KC					\$ 44,627		\$ -		
401-343-10-00	STORMWATER SYSTEM MAINTENANCE	\$ 25,428	\$ 25,368	\$ 52,815	\$ 53,960	\$ 31,289	58%	\$ 53,960	100%	Based on 38.06% of annual SW Fee of \$336/yr/residence
401-343-10-10	STORMWATER RESERVE FOR CAPITAL	\$ 41,382	\$ 41,285	\$ 85,953	\$ 87,830	\$ 50,920	58%	\$ 87,830	100%	Based on 61.94% of annual SW Fee of \$336/yr/residence
401-361-10-00	INVESTMENT INTEREST	\$ 548	\$ 5,317	\$ 14,306	\$ 6,500	\$ 32,178	495%	\$ 12,000	185%	
	Subtotal before transfers	\$ 67,358	\$ 93,374	\$ 153,074	\$ 148,290	\$ 159,014	107%	\$ 153,790	104%	
401-397-00-00	TRANSFER IN	\$ 260,371	\$ 157,871	\$ 90,000	\$ 740,000	\$ 740,000	100%	\$ -		For S1 and S2 - from Fund 301 for 2024. No transfer for 2025.
	Total Revenues	\$ 327,729	\$ 251,245	\$ 243,074	\$ 888,290	\$ 899,014	101%	\$ 153,790	17%	
	EXPENDITURES									
401-531-50-31	OFFICE EQUIPMENT	\$ 767	\$ -					\$ -		
401-531-40-10	SALARY - PW	\$ 14,721	\$ 16,811	\$ 17,598	\$ 17,723	\$ 13,292	75%	\$ 18,432	104%	20% Istvan
401-531-40-21	PAYROLL TAXES - PW	\$ 1,629	\$ 1,797	\$ 1,938	\$ 1,950	\$ 1,480	76%	\$ 2,028	104%	
401-531-40-22	BENEFITS - PW	\$ 2,053	\$ 2,166	\$ 2,263	\$ 2,450	\$ 1,756	72%	\$ 2,548	104%	
401-531-40-23	RETIREMENT - PW	\$ 1,705	\$ 1,731	\$ 1,748	\$ 1,689	\$ 1,246	74%	\$ 1,679	99%	
401-531-40-41	ENGINEERING SERVICES - GENERAL	\$ -	\$ 1,875	\$ 986	\$ 10,000	\$ 875	9%	\$ 10,000	100%	
401-531-40-48	STORM DRAIN MAINTENANCE	\$ 14,191	\$ 12,474	\$ 20,712	\$ 30,000	\$ 31,099	104%	\$ 33,000	110%	
401-531-67-41	STREET CLEANING	\$ 4,203	\$ 4,170	\$ 2,100	\$ 5,400	\$ 4,810	89%	\$ 5,670	105%	
401-558-60-40	STORMWATER MANUAL							\$ 5,000		
401-594-31-40	STORMWATER CONSULT - ENGINEERING	\$ 1,406	\$ 65,798	\$ 24,507	\$ 60,000	\$ 19,753	33%	\$ 48,000	80%	S-1 - survey & final engrg design - Stormwater

2025 PROPOSED BUDGET

Account Number	Account Title	2021 Actual	2022 Actual	2023 Actual	2024 Adopted Budget	2024 Actual thru Sept + Oct AP	% Actual to Budget	Proposed 2025 Budget	Compare 2025 budget to 2024	Comments
401-594-31-60	STORMWATER CONSTRUCTION	\$ 665,408	\$ 216,784	\$ 79,660	\$ 740,000	\$ 457,777	62%	\$ -		
	Total Expenditures	\$ 706,083	\$ 323,606	\$ 151,513	\$ 869,212	\$ 532,088	61%	\$ 126,357	15%	
401-5085100	PROJECTED ENDING FUND BALANCE	\$ 285,315	\$ 212,954	\$ 304,515	\$ 323,593	\$ 334,318	\$ 1	\$ 361,751		
	bid cost of project used for proj fund balance									
AGENCY REMITTANCE FUND #631										
631-3082100	BEGINNING BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -				
REVENUES										
631-389-60-00	INTEREST EARNINGS	\$ 12	\$ -							
631-386-00-00	STATE PASS-THRU BY KIRKLAND CT	\$ 2,213	\$ 2,171	\$ 2,096		\$ 1,374				
631-389-30-00	STATE BUILDING CODE COUNCIL FEE	\$ 182	\$ 150	\$ 137		\$ 130				
	Total Revenues	\$ 2,407	\$ 2,321	\$ 2,232	\$ -	\$ 1,504				
EXPENDITURES										
631-586-00-00	STATE PASS-THRU BY KIRKLAND CT	\$ 2,133	\$ 2,171	\$ 2,096		\$ -				
631-589-30-00	STATE BUILDING CODE COUNCIL FEE	\$ 176	\$ 150	\$ 137		\$ 7				
	Total Expenditures	\$ 2,309	\$ 2,321	\$ 2,232	\$ -	\$ 7				pass through done annually
631-5082100	PROJECTED ENDING FUND BALANCE	\$ -	\$ -	\$ -						
Wetherill Endowment Fund #701										
701-3082100	BEGINNING FUND BALANCE	\$ 51,307	\$ 51,357	\$ 51,243	\$ 51,243	\$ 51,243		\$ 51,243		
REVENUES										
701-361-10-00	INVESTMENT INTEREST	\$ 50	\$ 657	\$ 2,615	\$ 1,300	\$ 1,864	143%	\$ 2,000		
	Total Revenue	\$ 50	\$ 657	\$ 2,615	\$ 1,300	\$ 1,864	154%	\$ 2,000		
EXPENDITURES										
701-597-00-00	TRANFERS OUT	\$ -	\$ 771	\$ 2,615	\$ 1,300	\$ -	0%	\$2,000		
	Total Expenditures	\$ -	\$ 771	\$ 2,615	\$ 1,300	\$ -	0%	\$2,000		
701-5082100	PROJECTED ENDING FUND BALANCE	\$ 51,357	\$ 51,243	\$ 51,243	\$ 51,243	\$ 53,243		\$ 51,243		
	Beginning balance		\$ 3,900,238	\$ 6,440,010	\$ 6,780,903	\$ 6,780,903		\$ 3,888,505		
	revenues			\$ 3,292,761	\$ 3,635,135	\$ 3,725,252		\$ 2,998,779	82%	
	expenses			\$ 2,951,866	\$ 6,527,533	\$ 4,823,566		\$ 3,910,959	60%	
	Ending balance		\$ 6,440,010	\$ 6,780,903	\$ 3,888,505	\$ 5,682,589		\$ 2,976,325		
			* Audited #'s *		.					
										10/3/2024

2025 Proposed Budget by Fund			
Fund		Revenue & Other Resources	Expenditures and Other Uses
001 - General Fund		\$ 1,430,284	\$ 1,656,877
023 - Wetherill Nature Preserve		\$ 42,600	\$ 47,500
040 - Parks & Open Space		\$ 40,000	\$ 45,000
		\$ 1,512,884	\$ 1,749,377
101 - Street Fund		\$ 578,930	\$ 982,809
104 - Community Development		\$ 416,175	\$ 600,417
301 - Capital Improvement Fund-restricted		\$ 310,000	\$ 450,000
311 - Capital Improvement Fund		\$ 25,000	\$ -
401 - Stormwater Fund		\$ 153,790	\$ 126,357
701 - Wetherill Endowment Fund		\$ 2,000	\$ 2,000
Total for Town Funds		\$ 2,998,779	\$ 3,910,959

Business of The Town Council Town of Yarrow Point, WA

10.3

October 8, 2023

Misuse of 911 System Code Amendment	Proposed Council Action: Discussion and Possible Vote
Presented by:	Mayor Harris
Exhibits:	Ordinance No. 755

Summary:

The Town of Yarrow Point (“Town”) contracts with the City of Clyde Hill’s police department, which 911 call center occasionally receives 911 call-outs when there is no real emergency requiring police attention. When a 911 caller makes an emergency call and does not have a good faith basis for the call, police resources are diverted from higher priority needs.

This chapter is intended to reduce the number of false requests for emergency assistance or similar misuse of the 911 emergency response system. False requests result in waste of town resources and can create a public safety risk. Imposing penalties for non-emergency calls made when the caller does not have a good faith belief that an emergency is occurring will help to address these false requests.

This ordinance was requested by our CHPD. It is intended to reduce the number of false requests for emergency assistance or similar misuse of the 911 emergency response system. NORCOM dispatch center requested agencies add an ordinance for misuse of 911. From January 2023 to July 2024, the top 16 violators of misuse of 911 in NORCOM service agencies placed 4,965 false 911 calls. This does not include 911 texts. One subject placed 4,701 911 texts of misuse. All calls and texts placed to 911 require interaction with a dispatcher, Police and/or Fire. False requests result in a waste of town resources and can create a public safety risk. For every call police/fire are dispatched to, the jurisdictional town is charged. Imposing penalties for nonemergency calls made when the caller does not have a good faith belief that an emergency is occurring will help to address these false requests.

Recommended Action:

Motion to adopt: **ORDINANCE NO. 755: AN ORDINANCE OF THE TOWN OF YARROW POINT ADOPTING A NEW YARROW POINT MUNICIPAL CODE CHAPTER 9.06 – MISUSE OF THE 911 EMERGENCY RESPONSE SYSTEM, TO ESTABLISH A PENALTY FOR MISUSE OF THE 911 SYSTEM WHEN THE CALLER DOES NOT HAVE A GOOD FAITH BELIEF THAT AN EMERGENCY EXISTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**TOWN OF YARROW POINT
ORDINANCE NO. 755**

AN ORDINANCE OF THE TOWN OF YARROW POINT ADOPTING A NEW YARROW POINT MUNICIPAL CODE CHAPTER 9.06 – MISUSE OF THE 911 EMERGENCY RESPONSE SYSTEM, TO ESTABLISH A PENALTY FOR MISUSE OF THE 911 SYSTEM WHEN THE CALLER DOES NOT HAVE A GOOD FAITH BELIEF THAT AN EMERGENCY EXISTS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Title 9 of the Yarrow Point Municipal Code (“YPMC”) sets forth provisions regarding criminal activities; and

WHEREAS, the Town of Yarrow Point (“Town”) contracts with the City of Clyde Hill’s police department, which 911 call center occasionally receives 911 call-outs when there is no real emergency requiring police attention. When a 911 caller makes an emergency call and does not have a good faith basis for the call, police resources are diverted from higher priority needs; and

WHEREAS, the Town Council desires to adopt a new code chapter that will add provisions to the Town’s municipal code to establish a penalty that can be imposed on persons who make a 911 call when no emergency exists, without a good faith basis for making the call; and

WHEREAS, the Town Council finds that adopting the proposed code chapter set forth a penalty for 911 calls without a good faith basis for making the call will promote the health, safety, and welfare of the Town, and therefore the Town Council desires to adopt the new YPMC chapter 9.06 set forth in Exhibit A of this Ordinance.

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. Adoption of YPMC Chapter 9.06. Yarrow Point Municipal Code Chapter 9.06 is hereby adopted as set forth in Exhibit A of this Ordinance, attached and incorporated herein.

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

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

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

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF YARROW POINT ON THE ____ DAY OF _____, 2024 AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THE ____ DAY OF _____ 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.: 755

EXHIBIT A

Chapter 9.06

Misuse of the 911 Emergency Response System

Sections:

- 9.06.010 Purpose.
- 9.06.020 Definitions.
- 9.06.030 Good faith exception.
- 9.06.040 Misuse of the 911 system – Designated.
- 9.06.050 Misuse of the 911 system – Penalties.

9.06.010 Purpose.

This chapter is intended to reduce the number of false requests for emergency assistance or similar misuse of the 911 emergency response system. False requests result in waste of town resources and can create a public safety risk. Imposing penalties for non-emergency calls made when the caller does not have a good faith belief that an emergency is occurring will help to address these false requests.

9.06.020 Definitions.

The following terms or words have the meaning below when used in this chapter:

- (1) "Person" includes any natural person, partnership, joint stock company, unincorporated association or society, or corporation of any character whatsoever.
- (2) "Misuse the 911 system" is a request for emergency response when no actual emergency exists and when the caller does not have a good faith basis to request emergency assistance. This definition includes, without limitation, false reporting, as that term is defined under RCW 9A.84.040, and telephone harassment, as that term is defined under RCW 9.61.230.

9.06.030 Good faith exception.

This chapter may not be interpreted to impose liability on any person who makes a good faith request for emergency assistance based on a reasonable factual basis that an emergency situation exists.

9.16.040 Misuse of the 911 system – Designated.

It shall be unlawful for any person to misuse the 911 system. It shall be an affirmative defense that the person charged has a good faith, reasonable factual basis for the request.

9.16.050 Misuse of the 911 system – Penalties.

Unless otherwise provided in this chapter or by state statute adopted by reference, any person violating any provision of this chapter shall be guilty of a misdemeanor and, upon conviction thereof, be sentenced to a fine not to exceed \$1,000 and/or 90 days in jail.

Business of The Town Council

Town of Yarrow Point, WA

10.4

October 8, 2024

Procurement Policy Update	Proposed Council Action: First Reading
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Presented by:	Town Mayor and Town Engineer
Exhibits:	Resolution adopting MRSC Roster and updated Procurement Policy

Background:

The Town's procurement policy was last updated in 2017/2018, so changes were needed to clarify and strengthen processes and procedures.

Additionally, the Town has historically used the Municipal Research and Services Center rosters to procure services, this update affirms that practice and adopts updated statutory requirements to do so, including the changes passed by the State Legislature in SSHB 5268, which modified the small works contracting requirements for local governments.

The biggest change at the state level was to adopt a direct contracting process for public works projects under \$150,000. Three additional policies are required to be adopted by the Town in order to implement this procurement method.

Recommended Motion(s):

1. I move to forward the procurement policy and accompanying documents to the November meeting for a second reading.

**TOWN OF YARROW POINT
RESOLUTION NO. 378**

**A RESOLUTION OF TOWN OF YARROW POINT, WASHINGTON,
ESTABLISHING A SMALL PUBLIC WORKS ROSTER AND THE
AUTHORITY TO USE THE ROSTER PROCESS TO AWARD PUBLIC
WORKS CONTRACTS; A CONSULTING SERVICES ROSTER FOR
ARCHITECTURAL, ENGINEER, AND OTHER PROFESSIONAL SERVICES;
A VENDOR ROSTER FOR GOODS AND SERVICES NOT RELATED TO
PUBLIC WORKS CONTRACTS; ADOPTING AN UPDATED PROCUREMENT
POLICY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Town of Yarrow Point (“Town”) utilizes a Small Works Roster, a Consultant Services Roster, and a Vendor Roster through the Municipal Research Services Center (“MRSC”); and

WHEREAS, MRSC has recently updated its rosters; and

WHEREAS, MRSC is now the centralized system for statewide small works rosters; and

WHEREAS, the Revised Code of Washington (“RCW”) 39.04.151-154 and other laws regarding contracting for public works by authorized local governments, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, to be able to implement the MRSC rosters and process, the Town is required to adopt a resolution, establish reporting procedures that are publicly available, and commit to providing the most practicable opportunities for small businesses when using direct contracting; and

WHEREAS, to be able to use Direct Contracting on occasion, the Town is required to develop a Small Business Utilization Plan; and

WHEREAS, Chapter 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded using a vendor list.

NOW THEREFORE, THE [TOWN OF YARROW POINT], WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Repeal and Replace Small Works Rosters. This Resolution repeals, replaces, and supersedes any and all past resolutions establishing small works rosters.

Section 2. Repeal and Replace Procurement Policy. This resolution repeals, replaces, and supersedes any and all past resolutions or policies establishing a procurement policy.

Section 3. MRSC Rosters Adopted. The Town of Yarrow Point hereby elects to use the statewide small works roster established under RCW 39.04.151(2), the statewide consultant services roster established under chapter 39.80 RCW, and the statewide vendor roster established under RCW 39.04.190 and RCW 35.23.352, all as administered by the Municipal

Research Services Center of Washington (MRSC).

Section 4. Small Works Roster. The Town of Yarrow Point adopts the small works roster procedures set forth in Town's Procurement Policy, attached and incorporated herein as Exhibit A, to use in the management and awards of small public works projects as allowed under RCW 39.04.152.

Section 5. Consultant Services Roster. The Town of Yarrow Point adopts the consultant services roster procedures set forth in the Town's Procurement Policy, attached and incorporated herein as Exhibit A, to use for the procurement and award of consultant services.

Section 6. Vendor Roster. The Town of Yarrow Point adopts the use of the MRSC Rosters Vendor Roster (vendor list) to use for the procurement and award of materials, supplies, equipment or similar. The vendor roster procedures set forth in the Town's Procurement Policy are established for use by the Town pursuant to RCW 39.04.190 and RCW 35.23.352.b.

Section 7. Effective Date. This Resolutions shall be effective immediately upon passage.

PASSED this 8th day of October, 2024 and signed in authentication of its passage this 10th day of September, 2024.

Katy Kinney Harris, Mayor

ATTEST:

Bonnie Ritter, Town Clerk

TOWN OF YARROW POINT PURCHASING POLICY

1. GENERAL PRINCIPLES

A. Purpose. The purchasing procedures in this Purchasing and Bidding Policy (“Policy”) govern the purchase of materials, supplies, equipment, services, and public works contracts. This Policy establishes the small works roster process, and an alternative process to award public works contracts, professional consulting services, and nonprofessional services, or materials, supplies or equipment as authorized by RCW 35.23.252, and Chapters 39.04 and 39.10 RCW.

B. Policy Statement. This Policy is intended to direct the purchase of goods and services at a reasonable cost. An open, fair, documented, and competitive process is to be used whenever reasonable and possible. The purchasing function’s integrity, efficiency, and effectiveness are critical elements of sound government.

C. Scope. This Policy only applies to purchases of:

- Public Works projects;
- Architectural and Engineering Services;
- Professional Consulting Services;
- Purchased Services; and
- Supplies, materials, and equipment.

This Policy does not apply to the acquisition, sale, or lease of real property, collective bargaining agreements, interlocal agreements unrelated to purchasing, or any other agreement not listed in these policies. If grant funding is involved in the proposed purchase, applicable requirements should be obtained from the funding agency. Such requirements may be more restrictive than the Policy.

D. Related Policies. The following policies directly relate to and govern certain procedures established herein:

- Small Works Resolution No. __
- Direct Contract Policy and Procedure
- Rotation Policy

E. Budget. The Town shall assure that the acquisition of goods and services is consistent with relevant budget appropriations.

F. Internal Capacity. The Town will consider internal capacity limitations when planning for projects. The Town will seek external professional planning, design, and/or project management services when warranted.

G. Quality and Cost-Effectiveness. The Town shall strive to obtain the most cost-effective and highest quality purchases for the Town.

H. Conflict. It is the express intent of this policy to provide for the acquisition of necessary goods, services and public works in the most expedient, efficient and legally compliant manner. Nothing in this policy shall be construed as imposing binding procedural requirements more stringent than those established by state law. If a corollary provision of state law expressly imposes requirements different than those set forth herein, the state law provision shall control to the extent of any such conflict.

I. Controlling Laws. All purchases shall comply with relevant federal, state, and City laws and policies. If more restrictive than these guidelines, such laws, regulations, grants, or requirements should be followed. In the event any bid threshold limits in the Revised Code of Washington (RCW) are different from the values listed within this Policy, the RCW limits shall control. The Town Attorney shall be consulted when questions regarding potential conflicts arise. Applicable laws and regulations will be cited throughout this document.

J. Segmentation. The deliberate segmentation of any purchase or public works project into component units, classes or segments in order to circumvent applicable competitive bidding requirements is prohibited.

K. Disclaimer. This Policy is established solely for the convenience of the Town, its officials and employees. Nothing herein shall be construed as establishing any rights, duties, privileges or causes of action in and/or for third parties.

2. DEFINITIONS

The following definitions shall apply for purposes of this policy:

A. "Architectural and engineering services" means those services performed by service providers retained by the Town pursuant to Chapter 39.80 RCW.

B. "Contractor" means the firm, company or agent retained by the Town under contract to perform public works projects.

C. "Cost Threshold" means the maximum dollar value of a contract or amendments above which requires Town Council approval.

D. "Emergency" means unforeseen circumstances beyond the Town's control that either (1) present a real, immediate threat to the proper performance of essential functions,¹ or (2) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.²

¹ RCW 39.04.280(3).

² *Id.*

E. "Goods" means equipment, material and supplies.

F. "Ordinary Maintenance" means work not performed by contract and that is performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually, but not less frequently than once per year), to service, check, or replace items that are not broken; or work not performed by contract that is not regularly scheduled but is required to maintain the asset so that repair does not become necessary.³

G. "Professional services" are services provided by consultants that provide highly specialized, generally one-time expertise to solve a problem or render professional opinions, judgments or recommendations. The labor and skill involved to perform these types of services are predominately mental or intellectual, rather than physical or manual. Examples include graphics design, advertising, analysis, financial expertise, accounting, artists, attorneys, bond brokers, computer consultants, insurance brokers, economists, planners, real estate services, etc. This term does not include architectural and engineering services.

H. "Public works" means all work, construction, alteration, repair or improvement other than ordinary maintenance that is executed at the cost of the Town or another public entity, or which is by law a lien or charge on any property.⁴

I. "RCW" means the Revised Code of Washington. All references in this Policy to the RCW shall include any future amendment(s) to the referenced statute.

J. "Service provider" means the firm, company, consultant or agent retained by the Town to perform services.

K. "Services" means work provided by consultants or other agents retained by the Town but excluding work for public works projects.

L. "Trade" or "Craft" means a recognized construction trade or occupation for which minimum wage categories are established by the Department of Labor and Industries of the State of Washington in the locality of the Town's projects or purchases.

3. DELEGATION OF PURCHASING AUTHORITY

A. The Town Council and Town Staff's purchasing authority shall be exercised pursuant to the following limitations:

1. Town Council. The Town Council shall approve all purchases of goods, services and public works that exceed \$15,001.00.

³ WAC 296-127-010(7)(b)(iii).

⁴ RCW 39.04.010(4).

2. Town Mayor. The Town Mayor may approve any purchase of goods, services and public works that does not exceed \$15,000.00.

3. Town Clerk-Treasurer. The Clerk-Treasurer, or designee may approve any purchase of goods, services and public works that does not exceed \$2,000, provided that such purchase is authorized by the Town's budget.

4. Town Engineer. The Town Engineer may approve any purchase of goods and/or services not exceeding \$5,000, provided that such purchase is authorized by the Town's budget.

5. Town Employees. Any employee may approve purchases of goods not exceeding \$200, provided that such purchase is authorized by the Town's budget.

B. Whenever an amendment to a contract for the purchase of goods, services or public works would cause the total contract amount to exceed the purchase authority set forth in Section A of this article by greater than 15 percent, such amendment shall be approved by the Mayor or Town Council, as applicable.

4. CONTRACT AMENDMENTS

A. Amendments to contracts which result in the final contract amount in excess of purchase limits identified in this Policy may be administratively approved if the changes are:

- a. Within the scope of the project or purchase;
- b. Executed in writing;
- c. Not in excess of Mayor's purchasing threshold.

B. Contract amendments that are strictly a change in contract expiration date and do not exceed the previously approved contract budget may be administratively approved.

C. The value of all amendments will be aggregated, and when any single amendment or combination of amendments on the same project or purchase exceeds the Mayor's purchasing threshold, the change must be approved by the Town Council.

D. Allowable procurement methods include the use of purchase orders, direct purchases (no purchase order), procurement cards, personal reimbursement, petty cash, credit cards, and contracts as long as those procurement methods are used in compliance with this chapter. With appropriate security and internal controls these purchasing methods may be used electronically.

5. DETERMING TOTAL PURCHASE COST

A. Use Anticipated Cost. The anticipated need for a good or service (e.g., an engineer's or architect's estimate for Public Work Projects) shall be used to determine the cost of that good or service for purposes of determining which contract approval level, cost threshold, or other related procurement requirements apply.

B. No "Bid Splitting". The breaking of any project into units, or accomplishing any projects by phases, is prohibited if it is done for the purpose of avoiding compliance with bidding statutes. The Washington Supreme Court has held that jurisdictions cannot break a Public Work into phases for the purpose of estimating the cost of a Public Work project, even though those phases are performed at different intervals of time. Instead, a Town, while completing the actual project in phases, must total the cost of all phases of the Public Work or purchase. If the aggregate cost exceeds the applicable bid limit, the City must bid each phase of the project even though a single phase may cost less than the bid limit. To avoid bid splitting:

1. Combine all phases of a Public Work project when estimating cost including purchases of materials to be included in the final project whether installed by City staff or contractor.

2. Combine the total of foreseen identical items purchased at the same time or within a calendar years' time, in which the cost exceeds competition limits (e.g., office supplies, laundry services, janitorial paper products, etc.).

3. Items that are designed, or intended to be used together (e.g., water meters and covers), and the cost exceeds competition limits should be bid together.

C. Costs to Include. Include costs such as taxes, freight, and installation charges when determining which cost threshold applies. Do not include the value of a trade-in.

D. Include Total Quantity Needed. Requirements for the total quantity of an item (when they can be reasonably projected) should be considered when determining which cost threshold and related purchasing requirements apply.

E. Multiphase Projects. If a project is to be completed in phases, the total accumulated cost for all phases should be considered when determining which cost threshold applies.

6. TYPES OF PROCUREMENT NEEDS

A. Goods, Materials, Supplies, Equipment. Purchases of goods, equipment, supplies, or materials that are not connected with a Public Work project.

B. Public Works Projects. All work, construction, alteration, repairs, or improvements to physical property, other than ordinary maintenance, that are paid for by the Town.

C. Architecture and Engineering Services. Professional services provided by a consultant that fall under architecture, engineering, land surveying, or landscape architecture.

D. Professional Consulting Services. Technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement, not including professional architecture and engineering services.

E. Purchased Services. Services provided by vendors for the routine, necessary, and continuing functions of a local agency, mostly related to physical work.

7. PURCHASES OF EQUIPMENT, MATERIALS, SUPPLIES

A. Summary chart for equipment, materials, and supplies

Purchases of equipment, materials, and supplies unrelated to a public works project.	Contract Value	Competitive Process Requirement
	<\$7,500	None
	\$7,500 - \$40,000	Solicit three quotes from approved vendor list (See Section D)
	>\$40,00.00	Advertisement and Call for Sealed Bids Required (See Section E)

B. Applicability. The provisions of this article govern the purchase of equipment, material and supplies (“goods”) that are not connected with a public works project. The purchase of goods connected with a public works project is governed by Article V.

C. Competitive Procurement Requirements. The following price limitations shall apply with respect to purchases:

1. **Under \$7,500**. No competitive process is required for purchases of goods valued less than \$7,500.⁵

2. **Between \$7,500.01 and \$40,000⁶**. The Town adopts the use of the MRSC Rosters Vendor Roster for the procurement and award of goods under \$40,000. The vendor roster procedures in Subsection 7(C) below are established for use by the Town pursuant to RCW 39.04.190 and RCW 35.23.352.

3. **Over \$40,00**. A competitive process is required for purchases of goods over \$40,000. The competitive procedure in Subsection 7(D) below is established for use by the Town.

⁵ RCW 35.23.352(6).

⁶ RCW 39.04.190; RCW 35.23.352(9).

}

D. Use of Vendor Roster.

1. Purchase of materials, supplies, or equipment not connected to a public works project. The Town is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed the statutory threshold of the Town as provided in RCW 35.23.352. The Town will attempt to obtain the lowest practical price for such goods and services.

2. Publication of Vendor Roster. At least twice per year, MRSC shall, on behalf of the Town, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add vendors licensed to do business in the State of Washington to the Vendor Roster at any time when a vendor completes the online application and meets and minimum requirements.

3. Electronic Quotations. The Town shall use the following process to obtain written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:

- a. A written Invitation (to Bid or Quote) with description shall be drafted for the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, together with any evaluation criteria and any relevant information of the purchase. The contract intended to be signed by the successful vendor is also to be included in with the invitation.
- b. The Town Engineer, or their designee, shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain written quotations from the vendors for the required materials, supplies, or equipment;
- c. The Town Engineer, or their designee, shall not share written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment; and
- d. A written record shall be made by the Town Engineer, or their designee, of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor.

4. Determining the Lowest Responsible Bidder. The Town shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the Town may call for new bids.

5. Award. All of the bids or quotations shall be collected by the Town Engineer or their designee. The Town Engineer, or their designee, shall create a written record of all bids or quotations received, which shall be made available by request after the award of the contract.

- a. The Town Engineer, or their designee, shall then present all bids or quotations and their recommendation for award of the contract to the Town Council. The Town Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
- b. If the Town Council delegates the authority to award bids to the Mayor for materials, supplies, or equipment costing less than or equal to the statutory threshold of the Town of Yarrow Point as provided in RCW 35.23.352 the Mayor shall have the authority to award public works contracts without the Town Council's approval, provided that the Town Council shall ratify the Mayor's approval at the next scheduled Town Council meeting by means of the consent agenda. For materials, supplies or equipment costing more than the statutory threshold of the Town as provided in RCW 35.23.352, the Town Council shall award all vendor contracts.

6. Posting of Awards. In accordance with RCW 39.04.200, all vendor contract awards will be posted to the Town's website at least every other month. The posting will include the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.

E. Competitive Procedure for Procurement of Goods over \$40,000. Purchases of goods exceeding \$40,000 require the use of the formal competitive (sealed) bidding process, with price being the primary factor in the contract award decision. Purchases of custom or specialty goods, and/or products that are subject to proprietary design or similar rights, are sometimes conducted using the Request for Proposal ("RFP") process, with performance criteria as well as price being factors in the contract award decision. Contact the Town Attorney to discuss whether the formal bid or RFP process best fits the situation. The competitive bid process is outlined below:

1. The Town representative prepares the project information, including technical specifications, bid and contract timeframes, pre-bid conference dates/times (if applicable), BARS #.
2. An invitation for bids shall be issued which shall include the specifications and the contractual terms and conditions applicable to the procurement.
3. Public notice of the invitation for bids shall be published at least once in a newspaper of general circulation. In addition, the notice shall be published on the Washington State Office of Minority and Women's Business Enterprises website located here. The public notice shall state the date and time of bid opening. Bids not received by the date and time stated for bid opening will not be accepted or considered.

4. Contract will be awarded to lowest responsible bidder, whose bid meets the specifications and evaluation criteria set forth in the invitation for bids. The Town may reject all bids at its discretion.

5. The following factors, in addition to price, may be taken into account by the Town in determining the lowest responsible vendor. If any or all of these criteria will be applied during the evaluation process, then they must be included in the invitation to bid:

- i. The ability, capacity, and skill of the vendor to perform the contract.
- ii. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
- iii. Whether the vendor can perform the contract within the time specified.
- iv. The quality of performance of previous contracts or services.
- v. The previous and existing compliance by the vendor with laws relating to the contract.
- vi. Such other information as may be secured having a bearing on the decision to award the contract.

F. Exception for Electronic Data Processing Equipment and Telecommunications Systems. No competitive procurement requirement shall apply with respect to purchases of electronic data processing or telecommunication equipment, software or services, provided that the “competitive negotiation” procedures established in RCW 39.04.270 are followed. The competitive negotiation procedures involve preparing a request for proposal, evaluating the proposals received, and awarding the contract to the qualified bidder whose proposal is most advantageous to the Town with price and other relevant factors considered. Please consult RCW 39.04.270 for more detail.

G. Further Exemptions Contained in Section VI. No competitive procurement requirement shall apply with respect to those purchases of goods that are subject to one of the exemptions listed in Section VI.

8. PURCHASE OF PUBLIC WORKS

A. Summary chart for public works projects

Project Type	Contract Value	Competitive Process Requirement
In-House Public Works Projects Single-Trade or Craft	<\$75,500	May construct with Town forces without calling for bids or quotes.
Multiple Trade or Craft	<\$150,000	
Contract Small Public Works – Direct Contracting	<\$150,000	Direct Contracting using the business utilization plan and business rotation program (D(2)(b).

Contracted Small Public Works - Roster	\$75,500-\$350,000	Quotes solicited from at least 5 contractors on small works roster under Section D(2)(a) Retainage and performance/payment bond required.
Competitively Bid Public Works Projects	>\$350,000	Advertise and call for sealed bids under Section D(3). Retainage and performance/payment bond required.

A. Applicability. The provisions of this section govern public works projects, including the purchase of equipment, supplies and material that are connected with a public works project.

B. Cost. For purposes of estimating the total cost of a public works project, all equipment, supplies, material and labor necessary to complete the project shall be included, together with applicable sales taxes.

C. Exemptions Contained in Section VI. No competitive procurement requirement shall apply with respect to those public works projects that are subject to one of the exemptions listed in Section VI.

D. Competitive Bidding Requirements. The following price limitations shall apply with respect to public works:

1. Public Works Projects Constructed by Town Workers. Public works projects under \$75,500 (single craft or trade) and \$150,000 (multiple craft or trade) may be constructed by Town forces without calling for bids or quotes, except that any public works project involving street signalization or street lighting is subject to competitive bidding requirements if the estimated cost of the project exceeds \$75,500.⁷ Every public works project exceeding \$5,000 that is not let by contract shall be reported on the form required by the State Auditor⁸ (See Attachment A-5 for form). For any project using Town workers that costs in excess of \$25,000, the Town must publish a description of the project and its estimated cost in its official newspaper at least 15 days before beginning the work.⁹

2. Public Works Project between \$75,500- \$350,000 – MRSC Roster.

⁷ RCW 35.23.352(1).

⁸ RCW 35.23.352(5); RCW 39.04.070; RCW 43.09.205.

⁹ RCW 39.04.020.

a. Small Works Roster.

- i. Small Works, as defined by RCW 39.04.152 are public works projects estimated to cost \$350,000 or less, excluding sales tax, for the construction, renovation, remodeling, repair, or improvement of real property.
- ii. A Small Works Roster is a pre-established list of properly licensed contractors, registered to do business with the Town under selected project types and (work) categories.
- iii. The Small Works Roster process is an alternative to publicly advertising public work projects.
- iv. Every small works contract is subject to the same public works bidding, award, and compliance requirements of chapter 39.04 RCW unless specifically included in RCW 39.04.151-154, this resolution, or the incorporated policies or procedures.
- v. Small Work Roster contract procurements will be bid electronically through the Town's procurement processes using [portal, electronic bidding, etc.], except as may be used in small works roster direct contracting process. (RCW 39.04.152(4)).
- vi. Only those contractors registered with MRSC Rosters will be invited to bid on small works roster projects.
- vii. Invitations for bid or direct contracting negotiations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
- viii. Small Works contracts will be awarded to a responsible contractor (RCW 39.04.350) submitting the lowest responsive bid, unless using direct contracting where a contract will be awarded to a responsible contractor submitting a competitive bid or negotiated bid.
- ix. Small Works bidding and award information will be entered into the statewide small works roster platform immediately upon conclusion of each small works roster award.
- x. Small Works bidding and award data will be part of the Town's procurement files and records and all documents will be available for review with the Town Engineer and/or Town Deputy Clerk.
- xi. At least once a year, MRSC shall, on behalf of the Town publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and invite contractors to register on the statewide small works roster. Additionally, as required by RCW 39.04.151(1)(c), MRSC will notify the Office of Minority and Women's Business Enterprise (OMWBE) directory of certified firms and invite small businesses to apply to the roster.

- xii. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC and meets minimum State requirements for roster listing.

- b. Direct Contracting for Small Works Projects.
 - i. The Town intends to use the direct contracting option (RCW 39.04.152(4)) whenever practicable for Small Works projects estimated to cost \$150,000 or less, excluding sales tax. The Town has developed additional policies and procedures to ensure the Town uses Direct Contracting with the spirit and intent of the statute; and are incorporated herein as follows:
 - 1. Direct Contracting Procedures (including rotation and negotiation options)
 - 2. Business Utilization Plan

- c. Delegated Authority.
 - i. The Town delegates authority to oversee and manage the use and outcomes of the small works roster to the Town Engineer. As the delegated authority, the Small Works Roster Program Manager will be responsible for ensuring all necessary policies, procedures, templates, contracts or similar are developed and used in accordance with the applicable statutes and guidance provided by MRSC.
 - ii. Further, the Town Engineer will be responsible for establishing and implementing the Town's Business Utilization Plan and reporting annually on the utilization and improvements needed to the policy or contracting processes to meet or exceed the established goals for small business utilization through the Direct Contracting opportunities.
 - iii. The Town Engineer will also be responsible for data collection, reporting, and similar on all activities, uses, and awards for small works and will ensure all information is provided to MRSC, the state, or the public as required or requested.

3. Public Works Projects over \$350,000 - Sealed Competitive Bidding Process. Public works projects estimated to exceed \$350,001 that are not exempt from competitive bidding shall comply with the following process unless otherwise indicated by state law:

- a. The Town will publish a notice calling for sealed bids in the Town's official newspaper at least 14 days prior to the bid submission deadline. The notice shall generally state the nature of the work requested, acknowledge that relevant plans and specifications therefor are available for inspection at Town Hall, and require that bids be sealed and filed with the Town by the applicable deadline.

- b. Each bid must be accompanied by a bid proposal deposit in the form of a cashier's check, postal money order, or surety bond to the Town for a sum of at least five percent of the bid amount. No bid shall be considered unless accompanied by such a deposit.
- c. The Town shall award the bid to the lowest responsible bidder or shall publicly reject any or all bids and make further calls for bids in the same manner as the original call. Provided, that if no bid is received on the first call the Town may (a) re-advertise and make a second call, (b) enter into a contract without any further call, or (c) purchase the necessary supplies, material and/or equipment itself and complete the project using day labor.
- d. When the contract is let, all bid proposal deposits shall be returned to the bidders except that of the successful bidder, which shall be retained until the contract is fully executed and the bidder has furnished a performance bond pursuant to Chapter 39.08 RCW. If the bidder fails to enter into the contract in accordance with his/her bid and furnish a bond within 10 days of notification of successful bidder status, the amount of the deposit shall be forfeited to the Town.¹⁰

9. EXCEPTIONS

A. Applicability. The following exemptions to the competitive bidding and procurement requirements may be utilized by the Town when awarding contracts for public works and contracts for purchases. If the Town elects to waive competitive bidding requirements pursuant to this Section, immediately after the award of any contract, the contract and the factual basis for the exception must be recorded and open to public inspection.

1. **Sole Source**. (Purchases.) If, after conducting a good faith review of available resources, the Town Mayor determines that there is clearly and legitimately only one source or supply of the required materials, supplies, equipment, a purchase may be awarded without complying with established bid requirements. The vendor must certify that the product is available only through that vendor and that the Town is getting the lowest price offered as compared to similarly situated clients. Any use of this exception shall be approved by the Town Mayor after consultation with the Town Attorney, and shall be documented by Town Council resolution.¹¹

2. **Special Facilities or Market Conditions**. (Purchases.) RCW 39.04.280(1)(b) provides a "special market conditions" waiver from the bidding requirements for purchases of materials, supplies, or equipment. To use this exemption, the Town Council must pass a resolution stating, "the factual basis for the exception".

¹⁰ RCW 35.23.352(1).

¹¹ RCW 39.04.280(1)(a).

No competitive procurement requirement shall apply with respect to purchases of goods that are constrained by special facilities or market conditions. Any use of this exception shall be approved by the Town Mayor after consultation with the Town Attorney, and shall be documented by Town Council resolution.¹²

3. Auctions. (Purchases). No competitive procurement requirement shall apply with respect to purchases of any supplies, equipment, or materials at auctions conducted by the government of the United States or any agency thereof, any agency of the state of Washington, any municipality or other government agency, or any private party if the items can be obtained at a competitive price. The upper bidding limit must be within the approved Town Council budget for that item, and must be within the Town representative's signing authority pursuant to Section XX or prior Council authority approval via a resolution.

4. Emergencies. (Purchases and Public Works.) No competitive procurement or bidding requirement shall apply with respect to purchases of goods or public works that are necessitated by an emergency. Any use of this exception shall be predicated upon a formal declaration of emergency by the Mayor, Town Mayor, or Town Council and shall be documented by Town Council resolution.¹³ The resolution form shall be duly entered into the public record within two weeks following the award of the contract. Public Works and improvements emergencies (e.g., broken water main, washed-out road, sewer main break, etc.) require contract, performance bond, prevailing wages, and insurance. Local, state, and federal laws do not exempt these requirements during an emergency.

5. Insurance or Bonds. No competitive procurement requirement shall apply with respect to purchases of insurance policies or bonds.¹⁴

6. Interlocal Agreements. No competitive procurement requirement shall apply with respect to purchases made or to public works contracts let through an interlocal agreement duly executed pursuant to Chapter 39.34 RCW.¹⁵

7. Lease with an Option to Purchase. No competitive procurement requirement shall apply with respect to any lease with an option to purchase where the estimated cost does not exceed \$7,500.¹⁶ Provided, that the foregoing shall be subject to the debt limitations set forth in RCW 35.42.210.

8. Purchases from other Governments. No competitive procurement requirement shall apply for purchases from other governments, and on other governments' contracts, including the United States government.

¹² RCW 39.04.280(1)(b).

¹³ RCW 39.04.280(1)(c) -.280(2).

¹⁴ RCW 39.04.280(1)(d).

¹⁵ RCW 39.34.030; RCW 39.34.080.

¹⁶ RCW 35.42.210 -.220.

10. CONTRACTING FOR CONSULTANT SERVICES

A. Consultant Services. Consultant services can be “personal services” such as technical expertise, studies, project management, planning, or similar, or “architecture and engineering services” or “professional services” services as defined by chapter 39.80 RCW. For all services, the Town reserves the right to procure using methods other than formal sealed bidding (low bid) as afforded under RCW 39.04.190.

1. **Personal Services.** Personal consultants, firms and individuals that provide subject matter expertise, or services more intellectual in nature such as studies, accounting, legal, project management, or similar shall be procured using a Request for Proposal (RFP). Selection should be based on the best value provided to the Town and include scoring on experience and expertise in the field or industry needed, a proposed approach to completing services, capabilities of the businesses staff, time, and cost to complete the work.

2. **Professional Services.** Professional architecture and engineering services shall be procured under the requirements of chapter 39.80 RCW, using the MRSC Consultant Roster. Procuring professionals will be through a Request for Qualification (RFQ) and/or Request for Proposals (RFP) with Qualifications. Price and/or the cost of the professional services will be 10% or less of the overall score. Selection criteria should clearly define the scope of services and the details on how the Town will determine the most qualified professional (or firm), which will be different depending on the Town need. Further, selection criteria shall include a plan, as appropriate, to include minority and women-owned firms, small business, and veteran-owned firms to the maximum extent practicable.

B. Summary Chart for Consultant Services.

Project Type	Contract Value	Competitive Process Requirement
Consultant Services	>\$49,999.00	Written solicitations not required.
Consultant Services	>\$50,000.	Written solicitations from at least three (3) vendors required. A bid security may be required in an amount. Award of a contract will be based on qualifications and price.

C. Publication of Consultant Roster. At least twice per year, MRSC shall, on behalf of the Town, publish in a newspaper of general circulation within the Town’s jurisdiction a notice of the existence of the consultant list roster and solicit the names of consultants for the consultant list roster. MRSC shall add vendors licensed to do

business in the State of Washington to the Consultant Roster at any time when a consultant completes the online application and meets and minimum requirements.¹⁷

D. Electronic Submissions. As required by RCW 39.04.190(2), the Town established the following procedure for securing written proposals or submittals for consultant services.

1. Unless otherwise adopted, through establishment of an e-procurement tool, the Town will use email communications to request and receive submissions.

2. An RFQ or RFP shall be developed that will include at a minimum a description of the services needed, the time of performance, the scoring criteria with descriptions and relative weighting, the schedule with due dates, and any other relevant information. Attached to each RFQ or RFP shall be the intended contract to be signed.

3. A selection committee will be formed with at least 3 staff members or members of the Town Council, to review and score the submissions. The selection committee will sign statements attesting they have no conflicts of interest in the matter and all proceedings will be confidential until Award.

4. A list of business will be pulled from the MRSC Rosters consultant roster under the category of need, and an email request will be sent only to the businesses on the roster list of businesses.

5. Once submittals are received, the selection committee will review, score, and recommend award to the consultant scored the highest.

6. The original request, responses, scoring, and award documentation will be kept in the Town's records and will be available upon request.

E. Award of Consultant Contracts. There may be two methods for awarding consultant services contracts.

1. The Town Council reviews and scores all proposal(s) or statements of qualifications received, negotiates or similar and then awards the contract; or

2. If the Town Council delegates the authority to award contracts to Mayor for consulting services costing less than or equal to \$15,000.00 the Mayor shall have the authority to award contracts for consulting services without Town Council approval, provided that the Town Council shall ratify the Mayor's signature and delegation of authority through the Town's standard process for such matters. For consulting services anticipated with an anticipated value more than \$15,001.00 the Town Council shall review, score, and award all contracts for consulting services.

¹⁷ RCW 39.04.190(2).

F. Posting of Awards. In accordance with RCW 39.04.200, all consultant/services contract awards will be posted to the Town’s website at least every other month.

G. Duration. Except for ongoing services that are not task or project-specific, contracts for services should generally not exceed five years. Ongoing contracts for services may be renewed in one-year increments, provided that there is a review of the contract form and requirements, the fee schedule remains competitive and the quality of services remains competitive.

11. CONTRACTING FOR PURCHASED SERVICES.

A. Purchased Services. Purchased Services are those provided by vendors for routine, necessary, and continuing functions of the Town, mostly relating to physical activities. These services are usually repetitive, routine, or mechanical in nature, support the City’s day-to-day operations, involve the completion of specific tasks or projects, and involve minimal decision-making. Examples include delivery/courier service, landscaping and building maintenance (janitorial), herbicide application service, recycling/disposal/litter pickup service, vehicle inspection, HVAC system maintenance, and officer furnishings installation, refurbishment, and repairs.

B. Summary Chart for Purchased Services.

Threshold Amount	Requirements
\$0.00-\$10,000.00	Purchases in this price range may be entered through direct negotiation. Written solicitations for competitive proposals NOT required.
\$10,000.01 - \$49,999.99	1 to 3 quotes required. Quotes may be obtained by telephone or in writing. Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes must be retained.
\$50,000.00	Quotes should be solicited from at least 3 vendors. Quotes submitted by each vendor do not need to be sealed but shall be in writing only (electronic submittals are okay). A bid security may be required. Award of a contract will be based on qualifications and price. Additionally, additional consideration will be given towards awarding a contract for Minority and Women’s Business Enterprises (“MWBE”) and/or who demonstrate DEIB values. Documentation (e.g., date, time, vendor contract name, phone #, email of applicant) on all quotes must be retained.

C. Duration. Except for ongoing services that are not task-specific, contracts for services should generally not exceed three years. Ongoing contracts for services may be renewed in one-year increments, provided that there is a review of the contract form and requirements, the fee schedule remains competitive and the quality of services remains competitive

Appendix A-1

Determining the Lowest Responsible Bidder

In determining the lowest *responsible* bidder, the Town will rely on information obtained through some or all on the following vetting tools:

- Mandatory Bidder Requirements (RCW 39.04.350)
- Project-Specific Supplemental Criteria (RCW 39.04.350(2))
- Statement of Qualifications
- Bidder References
- Site Visit Discussion and Observation

A. Factors. In determining the lowest responsible bidder, the Town may take into account the following factors, in addition to price, as well as any other considerations permissible by law:

1. any preferences provided by law to Washington products and vendors;
2. the quality of the materials, supplies, and equipment to the Town's specifications;
3. the conformity of the materials, supplies, and equipment to the Town's specifications;
4. the purposes for which the materials, supplies, or equipment are required;
5. the times for delivery of the materials, supplies, or equipment;
6. the character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
7. such other information as may have a bearing on the decision to purchase the materials, supplies, or equipment.

B. Life Cycle Costing. In considering bids for purchase or lease, whenever there is reason to believe that applying the "life cycle costing" method to bid evaluation would result in the lowest total cost to the Town, first consideration shall be given to the bid with the lowest life cycle cost which complies with the specifications. "Life cycle cost" mean the total cost of an item to the Town over its estimated useful life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end

of its estimated useful life. The "estimated useful life" of an item means the estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.

- a. The ability, capacity, and skill of the bidder to perform the contract;
- b. Whether the bidder can perform the contract within the time specified by the Town;
- c. The quality of the bidder's performance of previous contracts or services; and
- d. The previous and existing compliance by the bidder with laws relating to the contract or services.
- e. In considering bids for the construction of public works projects, whenever there is reason to believe that applying the "life cycle costing" method to bid evaluation would result in the lowest total cost to the Town, first consideration shall be given to the bid with the lowest life cycle cost which complies with the specifications.

Appendix A-2

Competitive Bidding Waiver Form/Declaration of Emergency

I. Description of Purchase, Service or Public Work

II. Cost of Purchase, Service or Public Work

III. Justification for Waiver of Competitive Bidding/Procurement Requirements

IV. Legal Authority for Waiver of Competitive Bidding/Procurement Requirements

Town Mayor

Town Attorney

Appendix A-3

VENDOR LIST QUOTATION FORM

ITEM TO BE PURCHASED:	
QUANTITY:	
PREFERRED BRAND:	
SUBSTITUTION:	
SPECIAL REQUIREMENTS:	
OPTIONAL:	
WHEN NEEDED:	
REQUESTED BY:	DATE:

VENDOR NAME:	PHONE #	
CONTACT PERSON:	DATE:	
ADDRESS:		
TOWN:	STATE:	ZIP:
PRICE:	# PRICE BREAK:	PRICE BREAK:
IN STOCK:	HOW LONG:	DELIVERY TIME:
COMMENTS:	VIA:	

VENDOR NAME:	PHONE #	
CONTACT PERSON:	DATE:	
ADDRESS:		
TOWN:	STATE:	ZIP:
PRICE:	# PRICE BREAK:	PRICE BREAK:
IN STOCK:	HOW LONG:	DELIVERY TIME:
COMMENTS:	VIA:	

VENDOR NAME:	PHONE #	
CONTACT PERSON:	DATE:	
ADDRESS:		
TOWN:	STATE:	ZIP:
PRICE:	# PRICE BREAK:	PRICE BREAK:
IN STOCK:	HOW LONG:	DELIVERY TIME:
COMMENTS:	VIA:	

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Appendix A-4

Public Works Projects - Matrix

	CONTRACT CHECKLIST		DATE
1	Project included in current budget		
2	Approval of project by Council ____ Town Mayor ____		
3	Bid proposal and specification package completed		
4	Bid package presented to Council or Sub-Committee		
5	Publication of call for bids		
6	Affidavit of publications		
7	Opening of bids		
8	Award of bid by Council on _____		
9	Notice of award to successful bidder		
10	Contract signed by Town and Contractor (Approved as to form by Town Attorney)		
11	Performance bond provided by Contractor		
12	Proof of insurance provided by Contractor		
13	Town sends letter of notice to proceed		
14	Notify other bidders of award and return bid bonds		
15	Preconstruction Conference (notes attendees, items discussed, schedules agreed upon)		
16	Town files Notification of Award of Contract with Labor and Industries (FORM F214-003-000)		
17	Contractor files intent to pay prevailing wages with Labor and Industries		
18	Change orders if and when necessary (*only* in writing)		
19	Acceptance of project by Council ____ Town Mayor __ Dpt. ____		
20	Start of 30-day retainage period		
21	File Notice of Completion with Department of Revenue (Form REV31-0020)		
22	Contractor requests release of liability from Labor and Industries		
23	Receive affidavit of wages paid from Labor and Industries		
24	Town receives letter of release of liability from Labor and Industries		
25	Certificate of payment of State Excise Taxes from Dept. of Revenue		
26	Release of retainage		

Appendix A-5

Force Account Form (RCW 39.04.070)

RCW 35.23.352(5), RCW 39.04.070 and RCW 43.09.205 collectively require the Town to document all public works projects exceeding \$5,000 that are performed by the Town's own employees. The records must be available to the public and state auditors upon request.

Project Description/Identification Number	Total Budget for the Project	Current Year Portion - Actual Amount	Current Year Portion Performed by Own Employees - Actual Amount

Appendix A-6

Yarrow Point Mandatory Bidder Responsibility Checklist (RCW 39.04.350)

General Information	
Project Name:	Project Number:
Bidder's Business Name:	Bid Submittal Deadline:
Contractor Registration – https://fortress.wa.gov/lni/bbip/	
License Number:	Status: Active: Yes D No D
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
MRSC Small Works Roster Membership	
Is Bidder a member of the MRSC Small Works Roster ? Yes D No D	
Current UBI Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
UBI Number:	Account Closed: Open D Closed D
Industrial Insurance Coverage – https://fortress.wa.gov/lni/crpsi/MainMenu.aspx	
Account Number:	Account Current: Yes D No D
Employment Security Department Number –	
Employment Security Department Number:	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes D No D • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes D No D 	
State Excise Tax Registration Number – http://dor.wa.gov/content/doingbusiness/registermybusiness/brd/	
Tax Registration Number:	Account Closed: Open D Closed D
Not Disqualified from Bidding – http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes D No D	
Checked by:	
Name of Employee:	Date:

**Town of Yarrow Point
Small Works Roster
Direct Contracting Policy**

Effective Date	
Plan Administrator	Town Engineer

1.0 Purpose

1.1 This document provides the procedures to be followed under direct contracting using the small works roster allowed under RCW 39.04.152 for contracts estimated to cost \$150,000 or less.

2.0 Policy

2.1 It is the Town's policy **not to favor contractors** by repeatedly awarding contracts to the same contractor without documented attempts to rotate.

2.2 It is the Town's policy **to equitably distribute contracting opportunities** to small businesses that are registered on the small works roster, and as feasible, not award to the same contractor twice in a row.

2.3 When project(s) are estimated to cost \$150,000 or less, excluding sales tax, contract and procurement staff will endeavor to exercise the option to direct contract with small, women, minority, and veteran-owned firms registered *on the small works roster* as allowed under RCW 39.04.152(4)(b).

3.0 Procedures

3.1 Planning to Direct Contract

3.1.1 Project Estimate

When a project intended to be procured using the small works roster process and is estimated to cost **\$150,000** or less, the Town will attempt to direct contract.

The project's estimated cost is assumed to **include** change orders but **exclude** sales tax. To account for inclusions and exclusions, the maximum project cost estimate to use the direct contracting process is **\$135,000**.

3.1.2 Business Utilization Plan

When planning to direct contract Town staff must review the current Business Utilization Plan to understand if the project type and/or (work) category has been identified as a small business opportunity.

3.1.3 Prepare Direct Contracting Bidding Documents

Using the Town's ***small works direct contracting templates***, prepare the following project-specific documents:

A. Invitation to Direct Contract/Negotiate

- B. Direct Contracting/Negotiation Bid Form
- C. Contract (general conditions, etc.)
- D. Other project-specific documents as may be necessary.

3.2 **Generating a “project specific roster”**

- 3.2.1 After the “direct contracting bidding documents” are prepared, log into MRSC Rosters using your specific credentials and select “generate a small works roster.”
- 3.2.2 Enter the Town project name and contract number then select “under \$150,000.”
- 3.2.3 Select the primary project type and (work) category. The project type and work category should reflect the majority project need, it is best not select smaller work scopes or anticipated subcontracting scopes.
- 3.2.4 Generate the roster, assess distribution of certified/small contractors verses non-certified contractors.
- 3.2.5 Apply *rotation*.

3.3 **Rotating**

When using the direct contracting small works process the Town will rotate or attempt to rotate in all cases. If the Town’s rotation policy does not apply to your specific project, you will document the process and rotation applied to assure that a different contractor than the last contracted is provided the opportunity to direct contract.

3.3.1 **Six or more Small Businesses**

If the project specific roster contains **6 or more** Small Businesses, *rotation* must be applied to those Small Businesses.

A. Rotation Process: Rotation is applied by reviewing the date of the last contract with business on the project specific roster in the order they appear. If the last contracted date is within a 12-month period, the next business on the project specific roster is reviewed. This review approach is to continue until a business that has not been contracted with in the last 12-month period is identified.

B. Once the next available/rotated contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** procedure.

3.3.2 **Five or fewer Small Businesses**

If the project specific roster contains **5 or fewer** Small Businesses, rotation must be applied to **all businesses** within the project specific roster.

A. Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** policy/procedure.

3.3.3 No Small Businesses

If there are no Small Businesses listed on the **project specific roster**, rotation is applied to all businesses.

Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** policy/procedure.

3.3.4 One Business

If there is only one business on the **project specific roster**, rotation is not practicable. Documentation will include the project specific roster to demonstrate the single contractor.

Once the contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** policy/procedure.

3.3.5 Rotation Documentation

Procurement staff shall document the process and approach used to rotate through responsible contractors on a project specific roster. Documentation could include, but is not limited to, printing the project specific roster, and noting each contractor considered through review of their “last contracted” date and reference to the Small Business Utilization Plan. Staff are encouraged to use the “Rotation Documentation Form.”

3.3.6 Multiple Procurements in the same Project Type and Category

Procurement staff are encouraged to use **the same project specific roster** and rotate starting at the bottom of the list when procurements for the same Project Type and Category are anticipated. This approach provides the maximum practicable opportunities to rotate through the same list of contractors and equitably distribute work among all Small Businesses in registered in a project type and category. (e.g., 3 roof replacements in a 12-month period, goes to 3 different roofers).

3.3.7 Rotated Businesses Declines to Negotiate

If rotated business declines to negotiate, procurement staff will first attempt to negotiate with the next rotated business. If all rotated businesses decline to negotiate, procurement staff can elect to revert the solicitation to the competitive process and invite all businesses on a project specific roster, cancel the solicitation all together, or publicly bid. Procurement staff are encouraged to ask contractors that decline the reason.

3.4 **Determining interest and inviting “rotated” contractor.**

Direct contracting will be conducted using Yarrow Point ***email only***. ***Only one contractor will be invited to direct contract at a time.***

3.4.1 Using the Town email template for “direct contracting interest request,” notify **the contractor** that they are the next rotated business and give them one business day to agree or decline the opportunity. Be sure to include the project type, (work) category, estimate, and general description along with the anticipated timeframe for construction.

A. Should the contractor decline, or not respond within the time given, document the outcome, and move to the next rotated contractor.

3.4.2 Send Invitation and Bidding Documents *only to the next rotated contractor on the project-specific roster*. Include a time frame to receive the bid. Bid due date and time can be project specific and depends on the level of effort involved in preparing a bid, *the default is 10 business days*.

3.4.3 Should the contractor request a site-walk or need to ask questions, the request is to be accommodated similar to the “standard” public works process.

3.5 **Direct contracting without negotiation**

A bid submitted within the stated contract/project estimate should be accepted without negotiation. Only if a bid amount is not acceptable or if the contractor requests negotiations should negotiation be used.

3.6 **Negotiating to determine the award amount.**

“Negotiation” is the term used to indicate a process to be followed when an award amount needs to be established that is different from a bid amount or a potential bid amount. ***Negotiation process and documentation requirements are to be included in the Instructions to Bidders.***

3.6.1 **Intent**

The direct contracting “negotiation” process is intended to the build capacity of small contractors by affording the contractor one-on-one conversation with the Town to prepare a bid without the pressure of competition. It is not intended to be a process to “haggle” or “lower” a bid price. The intent is to build a “pathway to being a prime.”

3.6.2 **Negotiation option 1 – Q&A, Addenda**

One option for documenting negotiations is to set up a specific “question and answer” process. In this option, *the bidder requests “negotiations”* by submitting questions/clarifications in the *form and*

format provided in the bidding documents. Staff will then respond as appropriate and then *issue an addendum* that memorializes the new agreed terms, schedule, price, etc. The bidder proceeds to submit a bid on the template bid form.

3.6.3 Negotiation option 2 – Bid Form

Another option for documenting negotiations is to use the ***Small Works Direct Contracting Bid Form*** that includes a section for “negotiation.” In this option, *staff requests “negotiations” by “countering”* the bid submitted with questions, clarifications, or similar, to establish an award amount.

3.6.4 Bid Breakdown

It is the policy of the Town to review all bids received through direct contracting at the “bid item” or “schedule of values” level to help the small business carefully and accurately build a bid. As such, all direct contracting processes will include a review of the bid item breakdown and or schedule of values with the award request.

3.6.5 Failure to reach an agreed award amount.

Although rare, there may be an occasion where an award amount cannot be agreed upon. If such occurs, staff will need to send notice to the contractor that the “negotiation process” is terminated and provide 2 business days (protest period) before contacting the next rotated contractor from the project-specific roster. Should a negotiation process be terminated staff will need to document the rationale in place in the project file.

Allowable rationale for terminating direct contract negotiations is:

- A. Scope. The scope of work cannot be agreed.
- B. Schedule. The schedule cannot be agreed.
- C. Budget.¹ After confirmation of scope, schedule, and some cost verification, the budget is determined not sufficient.

3.7 Awarding

Awarding a small works direct contract is the same as awarding a small works competitive contract and will follow standard public works award processes. The successful contractor will be sent a notice of award and requests for bonding and insurance per the contract documents.

3.8 Notification

At the conclusion of negotiations with the directly selected, rotated contractor, procurement staff must send notification to all the *small businesses* on **the project specific roster** of the selection which includes the basis of rotation as documented.

¹ If budget/cost is confirmed to be outside of the project estimate, the solicitation is to be cancelled reassessed. Staff is not allowed to rotate to the next available contractor to try to renegotiate with the next contractor. This will be considered “haggling” and is not compliant with this procedure or our direct contracting policy

3.9 Posting data

At the conclusion of the Award process, after notification to small businesses on the project specific roster has been issued, direct contracting and award data must be manually entered into the *small works roster data collection portal*. This includes all contractors on the project specific roster and the rotation order.

4.0 Definitions

- 4.1 **Small Works Roster** has the same meaning as RCW 39.04.151-154.
- 4.2 **Direct Contracting** means the ability to select one contractor and negotiate a price for a public works project that is estimated to cost \$150,000 or less in accordance with RCW 39.04.152(4)(b) applicable policies.
- 4.3 **Negotiation** means the process in direct contracting used to establish the award amount with a single contractor.
- 4.4 **Small Business** means the same as RCW 39.04.010(7).
- 4.5 **Small Business Utilization Plan** means the same as described in RCW 39.04.152(4)(b)(iv).
- 4.6 **Project Specific Roster** means the same as “appropriate roster” or “applicable roster” and is the specific list of businesses generated for an individual solicitation.
- 4.7 **Rotation** means identifying a contractor not previously awarded in in the same project type and (work) category.
- 4.8 **Rotation Documentation** means the documented process procurement staff used to ensure compliance with rotation policy and/or procedures.

5.0 Related Documents

- 5.1 Procurement Policy
- 5.2 Business Utilization Plan
- 5.3 Rotation Policy

**Town of Yarrow Point
 Small Works Roster
 Direct Contracting
 Business Utilization Plan**

Effective Date	
Plan Administrator	Town Engineer

1.0 Purpose

Yarrow Point is reserving the option to use Direct Contracting as practicable in the Small Works Roster process. As required under RCW 39.04.152(4)(b)(iv), Yarrow Point has prepared the following small, minority, women, and veteran-owned business utilization plan.

2.0 Intent and Policy

It is the Town’s policy to not favor contractors by repeatedly awarding contracts without documented attempts to negotiate with others.

This plan is intended to help increase the likelihood of small works roster awards going to a broad range of small businesses.

This plan is to be referred to with each procurement for small works with a \$150,000 estimate or less and will be referred to by [Yarrow Point] staff as they solicit and negotiate using Direct Contracting.

3.0 Transparency

This plan will be assessed and posted annually in the second quarter of the year by the *plan administrator*. The achieved utilization will be publicly reported on the Town’s website.

4.0 Goal

The Town’s goal is to award small and diverse businesses **half [50%]** of all the small works projects awarded the *Utilization Plan’s Effective Period* in the following way.

Projects Anticipated	Target Small Business Awards

Project Type	Categories	Small Business Id
Building/Facilities	Renovations	
Building/Facilities	Parking Lot Rehab	
Building/Facilities	Security Upgrades	
Parks, Grounds, Landscaping	Irrigation Replacements	
Parks, Grounds, Landscaping	Lighting Upgrades LED	
Roads	Sidewalk repairs	
Roads	Crosswalk Enhancements	
Roads	Pedestrian Improvements	

Civil	Water pipe replacements	
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Civil	Side sewer repairs	X
Civil	Slope stabilizations	X

Utilization Achieved

The Town achieved **[50%]** utilization of small business as follows:

Project Name	Project Type	Category	Small Business
Permit Counter Reno	Building/Facilities	Renovation	X
South Hall Parking Lot Restriping	Building/Facilities	Parking Lots	X
Main Street Channelization	Roads	Street Channelization	
Sidewalk Repairs 1 st to 3 rd	Roads	Sidewalks	X
Star Park Playground Replacement	Parks	Playgrounds	
19 th Ave Side Sewer Repairs	Civil	Side Sewer	

For details on each award, please see our small works award data publicly available on the Town's website.

Plan Evaluation and Improvements ["+" = positive/useful, "-" = needs improvement]

- Projects Identification/Planning:
 - Rating: +
 - Discussion: even though achieved projects were not the same as initially planned the project types and categories were used.

- Businesses Identification:
 - Rating: -
 - Discussion: not all bidder pools were reviewed ahead of each solicitation.

- Business Engagement:
 - Rating: +
 - Discussion: *notice of upcoming solicitations* were sent ahead of invitations which resulted in small business representation with each solicitation.

- Process Review:
 - Rating: -
 - Discussion: struggling with *negotiations*, process is taking too long.

Overall Evaluation: *Not suggesting any significant changes other than identifying new projects and small business opportunities for the next year. Recommend continued training or similar on negotiation process.*

Related Policies

1. Procurement Policy
2. Direct Contracting Policy
3. Negotiation Procedure

**Town of Yarrow Point
Small Works Roster
Direct Contracting
Rotation Policy**

Effective Date	
Plan Administrator	Town Engineer

1.0 Purpose

This document provides policy and implementation guidance regarding small works roster direct contracting rotation.

As required under RCW 39.04.152(4)(b) when an authorized local government or state elects to direct contract, rotation of contractors is required.

This policy applies exclusively to small works roster direct contracting procurements.

2.0 Policy

- A. It is the Town’s policy to **equitably distribute contracting opportunities** to small and diverse businesses on the small works roster.
- B. When project(s) are estimated to cost \$150,000 or less, a rotation contractors must be used in accordance with this policy on every **direct contracting** procurement, when the Town has more than one procurement in a single project type and category within a **12-month**.
- C. Documentation evidencing compliance with this policy, shall be included with each small works direct contracting procurement record.
- D. Each procurement opportunity under which direct contracting is used shall also be consistent with the Town’s “Small Business” **Utilization Plan**.
- E. It is [Yarrow Point’s] policy not to favor certain contractors on a project specific roster by repeatedly awarding contracts without Rotation Documentation. (RCW 39.04.152(4)(b)(iv).

3.0 Implementation

A. Project Specific Roster/List of Businesses

A list of contractors to which “rotation” must be applied is generated by starting a solicitation, selecting a project type and category [of work] then the [statewide] roster produces a **project specific roster**.

B. Six or more Small Businesses

If the **project specific roster** contains 6 or more Small Businesses, *rotation* must be applied to those Small Businesses.

Rotation Process: *Rotation is applied by reviewing the date of the last contract with business on the project specific roster in the order they appear. If the last contracted date is within a 12-month period, the next business on the project specific roster is reviewed. This review approach is to continue until a business that has not been contracted with in the last 12-month period is identified.*

Once the rotated contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** policy/procedure.

C. Five or fewer Small Businesses

If the **project specific roster** contains 5 or fewer Small Businesses, rotation must be applied to all businesses within the project specific roster.

Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** policy/procedure.

D. No Small Businesses

If there are no Small Businesses listed on the **project specific roster**, rotation must be applied to all businesses.

Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** policy/procedure.

E. One Business

If there is only one business on the **project specific roster**, rotation is not practicable. Documentation will include the project specific roster to demonstrate the single contractor.

Once the contractor is identified, they are sent a procurement package in accordance with the **Small Works Direct Contracting Negotiation** policy/procedure.

F. Rotation Documentation

Procurement staff shall document the process and approach used to rotate through responsible contractors on a project specific roster. Documentation could include, but is not limited to, printing the project specific roster, and noting each contractor considered through review of their “last contracted” date and reference to the Small Business Utilization Plan. Staff are encouraged to use the “Rotation Documentation Form.”

G. Multiple Procurements in the same Project Type and Category

Procurement staff are encouraged to use **the same project specific roster** and rotate starting at the bottom of the list when procurements for the same Project Type and Category are anticipated. This approach provides the

maximum practicable opportunities to rotate through the same list of contractors and equitably distribute work among all Small Businesses in registered in a project type and category. (e.g., 3 roof replacements in a 12-month period, goes to 3 different roofers).

H. Notification

At the conclusion of negotiations with the directly selected, rotated contractor, procurement staff must send notification to all the *small businesses* on **the project specific roster** of the selection which includes the basis of rotation as documented.

I. Rotated Businesses Decline to Negotiate

If rotated business declines to negotiate, procurement staff will first attempt to negotiate with the next rotated business. If all rotated businesses decline to negotiate, procurement staff can elect to revert the solicitation to the competitive process and invite all businesses on a project specific roster, cancel the solicitation all together, or publicly bid. Procurement staff are encouraged to ask contractors that decline the reason.

4.0 Definitions

- A. **Small Works Roster** has the same meaning as RCW 39.04.151-154.
- B. **Direct Contracting** means the ability to select one contractor and negotiate a price for a public works project that is estimated to cost \$150,000 or less in accordance with RCW 39.04.152(4)(b) applicable policies.
- C. **Small Business** means the same as RCW 39.04.010(7).
- D. **Small Business Utilization Plan** means the same as described in RCW 39.04.152(4)(b)(iv).
- E. **Project Specific Roster** means the same as “appropriate roster” or “applicable roster”
and is the specific list of businesses generated for an individual solicitation.
- F. **Rotation** means identifying a contractor not previously awarded in in the same project type and category.
- G. **Rotation Documentation** means the documented process procurement staff used to ensure compliance with this policy.

5.0 Supporting Policies

The following policies/procedures support and may apply to small works roster, direct contracting rotation.

- A. Procurement Policy
- B. Direct Contracting Policy
- C. Business Utilization Plan

Business of The Town Council Town of Yarrow Point, WA

10.5

October 08, 2024

Climate Planning		Proposed Council Action: Discussion and Vote	
Presented by:	Town Planner		
Exhibits:	Draft Climate Planning Timelines		

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. At the April 2024 Council meeting, changes to the grant contract were confirmed in response to a slow COM response and delays of guidance and additional information from the State.

At this time, the Town Planner is proposing the attached timeline for the current State Fiscal Year (SFY 2024) and the attaches roles and responsibilities for a Climate Policy Action Team (CPAT). The timeline for this fiscal year addresses the grant deliverables, requirements of HB1181, and follows relevant guidance from COM. The roles and responsibilities of the CPAT are intended to clarify what this advisory committee sets out to accomplish.

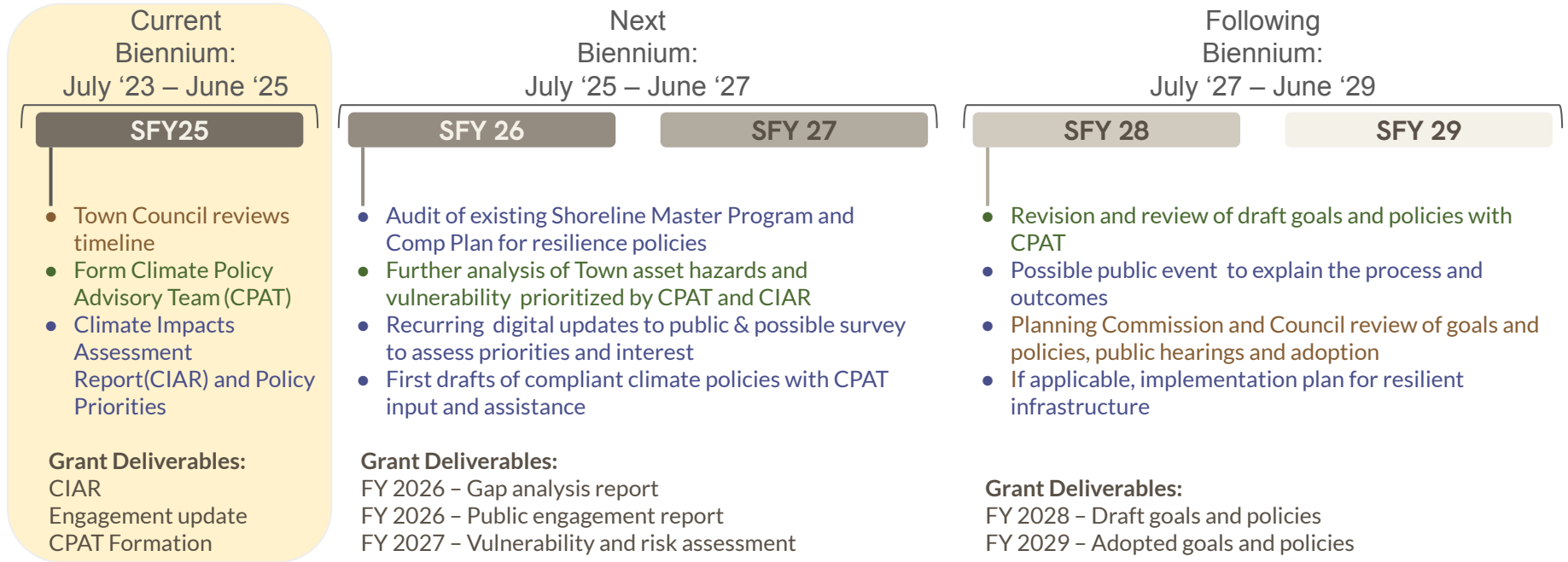
Recommended Action:

I move to direct staff to begin recruiting the Climate Policy Advisory Team and work through the grant deliverables.

Town of Yarrow Point

Climate Planning Timeline:

Project Duration (SFY 2025 to SFY 2029)



Legend: ■ Town Planner ■ Climate Policy Advisory Team ■ Town Elected Officials

Town of Yarrow Point

Climate Planning Timeline:

State Fiscal Year 2025 (September 2024 – June 2025)

- Town Council reviews timeline
- Recruit Climate Policy Advisory Team (CPAT)
- Launch Climate Planning webpage

Q3 '24

- Begin Climate Impacts Assessment Report (CIAR) and inventories of Town facilities

- Schedule first CPAT Meeting by EOY
- Create Public Engagement Plan
- CIAR research & drafting

Q4 '24

- CPAT meeting to review climate planning timeline, public engagement, & requirements
- E-Newsletter & website updates sent out

- CPAT Meetings to begin reviewing CIAR
- Revisions and additional CIAR analysis

Q1 '25

- CPAT policy prioritization recommendations based on CIAR outcomes
- Finalizing CIAR report for Commerce submittal

- Town Council review of CIAR and proposed policy priorities
- E-Newsletter and website status updates

Q2 '25

- Submit deliverables to Commerce: Public Engagement Report, CIAR, CPAT Team Confirmation
- Confirm next year CPAT involvement

Legend: ■ Town Planner ■ Climate Policy Advisory Team ■ Town Elected Officials



Town of Yarrow Point

Climate Planning

Climate Policy Action Team Roles and Responsibilities

The Climate Policy Advisory Team (CPAT) is a targeted, limited-term, engagement group of professionals, elected officials, and volunteers who regularly manage and advise on Yarrow Point's infrastructure. Its purpose is to help ensure an accurate evaluation of the town's assets and climate resiliency goals in the comprehensive plan and future community planning initiatives.

The CPAT is part of the 2023-2025 funding biennium's public engagement deliverables for the Washington State Department of Commerce Climate Planning Grant, awarded to the Town of Yarrow Point in 2024.

The tasks required of the CPAT for the 2023-2025 funding biennium are:

- Review and contribute feedback to the climate planning workbook created by Commerce
- Review the public engagement plan for future community tasks
- The final result will be the climate impact assessment report (CIAR), to be completed by the Town Planners and delivered to Commerce by June 2025.

Beyond 2023-2025, the CPAT will:

- Work with the Town Planner to assess community priorities
- Review the results of climate impacts assessments, policy gap analyses, and other work products of the Town Planner
- The final result of the CPAT's work and the Climate Planning grant is for a proposal of draft goal and policy revisions, for consideration by Town Council

Alternative Proposal: Private Property Tree Code	Proposed Council Action: Discussion and Possible Vote
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Presented by:	Town Planner and Council Member Hyman
Exhibits:	Alternative Proposal

Summary:

- At the regular August meeting, the Council directed staff to work with council member Hyman to draft a document which outlines proposed changes to the private property tree code. The attached exhibit details the 7 proposed changes.

Recommended Action(s):

- I Move to amend the private property tree code draft by incorporating proposal number(s) _____ Into the draft code.



Town of Yarrow Point

Alternative Tree Code Draft Elements Proposal

Introduction

Proposal from Council member Hyman to amend the draft tree code in several sections, and add Town policy for objective criteria for this and future tree code updates. Proposed concepts are listed as numbered headings with approach/code update listed below each in bullets. Code citations listed where relevant.

- 1. Evaluate Town wide tree canopy coverage, and measure year over year change to determine efficacy of implemented codes and policies.**
 - Staff would use existing state data which identifies canopy cover. A map would be made from this raw data to show Canopy cover on private property, in ROW, Parks, and other publicly owned land.
 - Data sets exist for the past 10 years for the above proposal
 - Initial Map and change over time maps can be created and council can be updated on changes on an annual basis if desired.
 - Outcomes would show how the Town's canopy
 - Staff Estimates 10h to complete this work initially with 1-2h annually to create the comparison maps

- 2. Remove Setback and Buildable Area differentiation - Allow removal in all parts of property without triggering any additional restrictions.**
 - Remove 20.22.040 B and C
 - Remove any location based restrictions.
 - Generally any tree may be removed for any reason, but mitigation must be undertaken as already outlined in the current draft.

3. If proposing a “Major” project then a fee is paid to offset the impacts. Fee may be reduced up to 100% by planting (or designating) 2x the required tree density or incrementally less as a percentage based on the number of trees planted above the minimum density.

- Example: 20k SF lot required 4 significant trees for density. 8 trees would reduce fees by 100%. 6 trees would reduce fees by 50%.
- Major Project valuation amount will need to be established - Valuation of the amount should be calculated the same as with building permit fees to be proportionate to the project so as to be consistent and proportionate.
- Fee amount would need to be established, based on objective valuation criteria.. Using the building permit fee and applying a multiplier would be a way to keep this proportionate to the project scope. (~\$10k/tree - Exact number to be set by objective criteria and site specific as part of the permitting process)
- Classification of fee needs detailed legal review. This is akin to an “impact fee” but falls outside of that technical/legal definition.
- This proposal would create new code language in 20.22.030 C.

4. Trees used to reduce fee in proposal #3 “must” be off of the “Preferred Mitigation Tree List”.

- Add code language in 20.22.100 - Most likely a new item or added language to existing item “M” -Preferred mitigation tree species list.

5. Consider giving weighted priority to keeping existing trees vs planting new for mitigation as a supplement to proposal #3

- Example: Existing tree used as mitigation above the current density would count as 2, a newly planted mitigation tree would count as 1. In the example for proposal 3, this would mean either keeping 2 trees as mitigation or planting 4 trees. would result in 100% fee reduction.
- Specific ratio to be established. Principle idea being to incentivize retention of existing tree stock.
- Add code language in new section created by proposal #3

6. Remove bonding requirements

- Remove 20.22.050 C
- Remove 20.22.100 H & L
- Revise 20.22.100 I to remove bonding related language
- Remove 20.22.110

7. Shared Trees count as .5 density

- Update 20.22.030 F from 0.49 to 0.5

Private Property Tree Code	Proposed Council Action: Discussion and Possible Vote
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Presented by:	Town Planner and Town Attorney
Exhibits:	Ordinance No. 753 Adopting Tree Code Redline version of Tree Code DSH Measurement Guide Mitigation Tree List Urban Forestry Grant Program and Grant Agreement

Background:

Town staff, the Planning Commission, and our elected officials have been endeavoring to address issues with our Private Property Tree Code to more closely align with its original objectives.

Summary:

At the October special joint meeting of the Town Council (“Council”) and Planning Commission (“PC”), the Council determined that the private property tree code should be reviewed and updated to better balance tree protections and property rights, and to address technical and administrative issues in the code.

At the November 2023 PC Meeting, the PC discussed approaches for updating the code. Staff met and discussed the administrative and technical update elements. A schedule and draft administrative work plan outline was created. A tree protections matrix was drafted to help provide structure in determining which variables to adjust as part of the tree code update process.

At the December 2023 PC meeting, the PC reviewed a list of proposed changes to tree protections. Staff along with the Commission chair were directed to bring the proposed changes to Council to obtain direction on whether the proposal addressed Council’s concerns.

At the January 2024 Council meeting, the “Tree Protections Proposal Matrix” was presented to Council, and Council approved a set of recommendations based on the matrix. The matrix was updated to reflect 93 of those recommendations.

At the January 2024 PC meeting, staff was directed to write an updated draft private property tree code based on the input from Council using the approved matrix.

At the February 2024 PC meeting, staff presented the draft code. Staff was directed to update the code to include more details for alternative designs, along with detailed edits to various code sections.

In March the Council held an Open House where residents gave a range of comments on the tree code. After hearing this feedback, Council gave direction to the PC and staff to consider additional elements and give feedback and recommendations to Council on those topics.

At the March 2024 PC meeting, the direction from Council and feedback from residents was discussed.

At the April 2024 PC meeting, the PC discussed and reviewed the draft code line by line. The PC directed staff to integrate edits made during the meeting and prepare a final draft.

At the April 2024 special PC meeting, PC reviewed and recommended the updated draft of the private

property tree code as presented.

At the May 2024 Council meeting, the Council reviewed the PC proposed draft and requested the following information and changes.

The Town Arborist also reviewed the code and made a few suggestions. At the direction of the town council during the June meeting, staff incorporated updates to the code.

A Notice of public Hearing was posted on June 18th 2024, for the July 9th 2024 regular council meeting.

At the July council meeting a public hearing was held where members of the public had an opportunity to comment on the draft private property tree code. During that meeting staff was directed to make the following changes to the draft code:

- 20.22.010: Re-Balance the Purpose and Intent Section
- 20.22.020(H): Amend pruning definition to constitute less than 30% rather than 50% of the tree.
- 20.22.030(C)(2): Clarify density compliance
- 20.22.060(A)(6): Clarify compliance with federal eagle regulations
- 20.22.100(L): Incentives to plant more trees by allowing additional trees to be planted in-lieu of bonding.
- 20.22.110: Inclusion of a fee-in-lieu of bonding for mitigation trees.
 - Prepare a grant program to utilize the fees received from the fee-in-lieu.

After the July meeting staff submitted the draft code to the department of commerce on July 22nd 2024 Per RCW 36.70A.106. The review by commerce was complete and no comments were received.

Staff prepared a SEPA checklist and a determination of non-significance was issued on August 27th 2024. Notice of the determination was posted on the Town website and in the Seattle Times and in the SEPA registry.

At the September meeting the Council voted to move the Tree Code agenda bill to the October meeting.

Recommended Action(s):

- I move to adopt the Private Property Tree Code as presented.

Town of Yarrow Point

Ordinance No. 753

AN ORDINANCE OF THE TOWN OF YARROW POINT AMENDING YARROW POINT MUNICIPAL CODE BY REPEALING IN ITS ENTIRETY CHAPTER 20.22 AND ADOPTING A NEW CHAPTER 20.22 TO ESTABLISH NEW REGULATIONS RELATED TO TREES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Town of Yarrow Point has established standards and procedures governing the removal, retention, preservation, maintenance, and replacement of significant trees through the regulations codified at Chapter 20.22 Yarrow Point Municipal Code (“YPMC”); and

WHEREAS, the Town Council finds that in order to better accomplish the goals of retaining, preserving, maintaining and replacing significant trees, substantial revisions to Chapter 20.22 YPMC are needed; and

WHEREAS, the Town Council directed Town staff and the Planning Commission to prepare updated tree code regulations that better accomplish the goals of the Town; and

WHEREAS, the Planning Commission held multiple meetings to discuss and consider the tree code amendments; and

WHEREAS, the Town held an open house on March 5, 2024 to solicit public feedback on the tree code amendments; and

WHEREAS, on April 24, 2024, the Planning Commission voted to recommend approval of the tree code amendments,

WHEREAS, on June 18, 2024, a public hearing notice announcing the Town Council public hearing on the tree code amendments was published in the Seattle Times, and posted at Town Hall and on the Town’s website; and

WHEREAS, the Town Council held a duly noticed public hearing on the tree code amendments on July 9, 2024; and

WHEREAS, on July 22, 2024, notice was given to the Department of Commerce pursuant to RCW 36.70A.106, and no comments were received; and

WHEREAS, on August 27, 2024, the State Environmental Protection Act (SEPA) Threshold Determination of Non-significance was published in Seattle Times, and in the SEPA registry, and posted on the Town’s website; and

WHEREAS, after considering the Town Staff and Planning Commission recommendations, public testimony received in the public hearing, the Yarrow Point Town Council desires to approve and to adopt the final version of the tree code amendments as set forth in this Ordinance.

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. Repeal and Replace. Chapter 20.22 of the Yarrow Point Municipal is hereby repealed in its entirety and replaced as set forth in Exhibit A attached and incorporated herein.

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 ___ day of _____, 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.: _____

EXHIBIT A

Chapter 20.22

PRIVATE PROPERTY TREE CODE

Sections:

20.22.010	Title, purpose, and intent.
20.22.020	Definitions.
20.22.030	Tree removal and minimum significant tree density.
20.22.040	Heritage Tree Removal Requirements
20.22.050	Emergency Tree Removal Requirements.
20.22.060	Tree removal permit – Application process.
20.22.070	Tree removal permit – Review.
20.22.080	Tree removal permit – Notification.
20.22.090	Tree removal permit – Expiration.
20.22.100	Tree mitigation.
20.22.110	Fee-in-lieu bonding for mitigation trees.
20.22.120	Tree Permit - Construction site.
20.22.130	Tree Permit Appeals.
20.22.140	Violation – Penalty for unpermitted tree removal.

20.22.010 Title, purpose, and intent.

A. Title. This chapter shall be known as the private property tree code of the town of Yarrow Point.

B. Purpose. Trees are integral to Yarrow Point's community. Protecting and maintaining trees is essential to further the town's comprehensive plan and preserve the community's unique character, and to improve the quality of life. The purpose of the private property tree code is to protect, preserve, and replenish significant trees on private property in the town while allowing for the flexibility to develop and utilize private property. Yarrow Point recognizes that trees significantly further these goals by:

1. Increasing the town's climate resilience by reducing urban heat island effects and decreasing the town's impact on climate change;
2. Aiding in the control of drainage and restoration of denuded, and promoting soil stabilization and enrichment of soil by the prevention of erosion and the enhancement of sedimentation;
4. Providing a visual buffer against traffic and a buffer against noise pollution;
5. Reducing costs associated with storm water control, treatment, and utility maintenance, by mitigating the adverse impacts of land-disturbing activities such as land instability, sedimentation, pollution of waterways, soil erosion, and runoff;
6. Enhancing local property values;
7. Improving air quality by absorbing air pollutants, reducing carbon dioxide, and generating oxygen;
8. Providing protection from severe weather and moderating the effects of winds and temperatures;

9. Improving surface water quality and control; and
10. Providing varied and rich habitats for wildlife.

C. Intent. Yarrow Point recognizes that removal of significant or heritage trees may result in the loss of these benefits to the town and its residents. The private property tree code aims to balance the benefits provided by trees while recognizing resident's ability to develop and utilize their private property. The private property tree code is intended to:

1. Maintain an equitable distribution of significant trees on properties throughout the town;
2. Mitigate the consequences of significant tree removal through tree replacement;
3. Implement the goals and objectives of the town's comprehensive plan, the town's shoreline master program, and the State Environmental Policy Act;
4. Protect property owner's ability to remove trees when they are hazardous;
5. Preserve and enhance the town's physical and aesthetic character;
6. Prevent untimely and indiscriminate removal or destruction of significant trees except as provided for in accordance with this chapter;
7. Improve the town's air quality and reduce air pollution;
8. Give property owners flexibility in development and mitigation approaches;
9. Promote building and site planning practices consistent with the purpose and intent of this chapter;
10. Allow for property development and redevelopment consistent with the Town's character;
11. Ensure prompt development, restoration, and replanting of new trees after tree removal;
12. Encourage best practices for the planting and managing of trees appropriately to minimize hazards, nuisances, and maintenance costs; and
13. Protect trees to further the benefits identified above in (B).

20.22.020 Definitions.

A. "Applicant" means any person that has applied for a tree removal permit pursuant to this chapter.

B. "Caliper" means the American Association of Nurserymen standard for trunk measurement of nursery stock. Caliper of the trunk shall be the trunk diameter measured six inches above the ground for up to and including four-inch caliper size and 12 inches above the ground for larger sizes.

C. "Crown" means the area of a tree containing leaf- or needle-bearing branches.

D. "Diameter at Standard Height or "DSH" means the diameter or thickness of a tree trunk measured at four and one-half feet from the ground.

E. "Hazardous Tree". Any significant tree is considered hazardous when it has been assessed by a qualified professional and found at a minimum to have a "probable" to "imminent" likelihood of failure based on the TRAQ method.

F. "Heritage Tree" means any significant tree with a DSH of 36" or greater.

G. "Mitigation Tree" means any tree planted to comply with this chapter's requirements or an existing tree which has been selected to be preserved as a mitigation tree.

H. "Mitigation Tree Species" means tree species that have the potential to grow to the size of a significant tree.

I. "Pruning" means the act of trimming or lopping off what is superfluous; specifically, the act of cutting off branches or parts of trees with the intent of strengthening those that remain or to bringing the tree into a desired shape. Pruning resulting in the removal of at least 30 percent of the live crown, as determined by the Town Arborist, shall be considered tree removal.

J. "Qualified Professional" means an individual certified by the International Society of Arboriculture (ISA) or a registered consulting arborist from the American Society of Consulting Arborists (ASCA). A qualified professional shall have a TRAQ certification, as well as experience working directly with the protection of trees during construction.

K. "Root Protection Zone" or "RPZ" means the ground area around a tree with one foot of radius in all directions for each inch of DSH.

L. "Significant tree" means any tree that is at least 12 inches at DSH or any of the following trees at the listed DSH:

1. Cascara, *Rhamnus purshiana*, with a DSH of 6" or greater;
2. Douglas Hawthorn, *Crataegus douglasii*, with a DSH of 6" or greater;
3. Dwarf or Rocky Mountain Maple, *Acer glabrum* var. *Douglasii*, with a DSH of 6" or greater;
4. Grand fir, *Abies grandis*, with a DSH of 8" or greater;
5. Lodgepole Pine / Shore Pine, *Pinus contorta*, with a DSH of 8" or greater;
6. Mountain Hemlock, *Tsuga mertensiana*, with a DSH of 6" or greater;
7. Oregon Ash, *Fraxinus latifolia*, with a DSH of 8" or greater;
8. Pacific Crabapple, *Malus fusca*, with a DSH of 6" or greater;
9. Pacific Dogwood, *Cornus nuttallii*, with a DSH of 6" or greater;
10. Pacific Madrone, *Arbutus menziesii*, with a DSH of 6" or greater; or
11. Pacific Yew, *Taxus brevifolia*, with a DSH of 6" or greater; or
12. Sitka Spruce, *Piceae Sitchensis*, with a DSH of 8" or greater.

M. "Tree Risk Assessment Qualification" or "TRAQ" means a qualification credential established and issued by the International Society of Arboriculture and its Chapters for the purpose of standardizing tree risk assessments.

20.22.030 Tree removal and minimum significant tree density.

A. Permit Required. A tree removal permit shall be required for the removal of any significant tree.

B. Density. The minimum significant tree density requirement is one significant tree per 5,000 square feet of lot area.

C. Density Compliance. An applicant shall demonstrate compliance with the minimum tree density requirement when:

1. a significant and/or heritage tree is proposed to be removed; or
2. a new building permit with a valuation of \$50,000 or more that proposes to construct a new structure, and/or change the existing building envelope and/or increase the impervious surface is proposed.

D. Density Implementation. The tree density requirement may be accomplished through the preservation and maintenance of existing significant trees, or through the planting of mitigation trees, or through the designation of existing non-significant or non-heritage trees as mitigation trees, or a combination thereof.

E. Calculation. When calculating the required tree density per property, fractional tree portions shall be rounded up or down to the nearest whole number.

F. Shared Trees. Significant tree trunks that straddle a private property line shall be assigned a tree density value of 0.49 for each property.

G. Best Management Practices. When undertaking tree removal, best management practices shall be employed as referenced in "Tree Protection on Construction and Development Sites: A Best Management Guidebook for the Pacific Northwest".

20.22.040 Heritage Tree Removal Requirements.

A. Additional requirements. In addition to the requirements identified elsewhere in this chapter, applicants for heritage tree removal shall adhere to the requirements listed in this subsection.

B. Setback Area. A heritage tree in a setback may not be removed unless:

1. The tree is a hazardous tree; or
2. The applicant can establish that the items listed below cannot be located without removing the heritage tree:
 - a. Driveways;
 - b. Paved areas;
 - c. Swimming pools;
 - d. Low decks;
 - e. Piers & pier houses; or
 - f. Underground structures.

3. The applicant can establish that a proposed structure in the buildable area cannot be located without causing existing significant trees to become hazardous trees.

C. Buildable Area. A heritage tree in the area of the property where structures may be located may not be removed unless:

1. The tree is a hazardous tree; or
2. The applicant can establish that the structure footprint cannot be located without removing the trees.

D. Mitigation required. Pursuant to YPMC 20.22.100(A), mitigation is required when a heritage tree is removed. Each heritage tree shall be replaced with a mitigation tree except when the only available planting locations are:

1. Underneath existing tree canopy;

2. Within 5 feet of retaining walls;
3. Within 10 feet of an existing or proposed structure;
4. Within 5 feet of a bulkhead;
5. Within 5 feet of the Ordinary High Water Mark;
6. Within 5 feet of underground utilities;
7. Within a ROW sight triangle as established by the Town Engineer;
8. Smaller than 5' in diameter planting area: or
9. When YPMC 20.22.100(G) cannot be implemented.

20.22.050 Emergency Tree Removal Requirements.

A. Any hazardous tree may be removed prior to the issuance of a tree removal permit.

B. Within seven (7) days of the emergency tree removal, the property owner shall submit a tree removal permit consistent with YPMC Section 20.22.030 and YPMC 20.22.060 and include evidence justifying the removal of the significant tree.

C. Trees planted for mitigation of a hazardous tree are exempt from the bonding requirements under YPMC 20.22.100(H).

20.22.060 Tree removal permit – Application process.

A. Any property owner intending to remove a significant tree shall submit a tree removal permit application on a form provided by the town. The application shall include:

1. The name, address, and contact information of the property owner and/or agent.
2. A site plan showing the location, size, and species of all trees greater or equal to 6" DSH on the subject property.
3. For applications associated with a building or site development, the site plan shall also label and identify all trees within 20 feet of the proposed project footprint.
4. A mitigation plan, if required per YPMC 20.22.100 (Mitigation), indicating the location and species for all trees to be planted and/or identifying existing trees to be designated as mitigation trees.
5. The current permit fee, as established by the town council.
6. Compliance with all applicable local, state, and federal regulations. including eagle regulations, 50 CFR 22.80, as currently enacted or hereafter amended. Copies of such permits or documentation shall be provided to the Town upon request.
7. Additional documents that may be required include but are not limited to:
 - a. An erosion control plan.
 - b. A report prepared by a qualified professional that evaluates the significant and/or heritage trees on site, as well as all trees in the adjacent areas impacted by the proposed construction.
 - c. A survey plan prepared by a state licensed surveyor if the location of significant or heritage trees relative to a property line cannot be determined.
 - d. A tree protection plan per YPMC 20.22.090 (Construction site tree protection) for applications associated with construction or site development.

B. Concurrent with submittal of the tree removal permit application, the applicant shall identify every significant tree proposed for removal by placing a yellow tape around the circumference of the tree at the DSH.

C. Properties located within the town's shoreline jurisdiction (200 feet landward of Lake Washington) are subject to additional tree removal and replacement standards per the town of Yarrow Point Shoreline Master Program Section 5.6 – Vegetation Management.

20.22.070 Tree removal permit – Review.

A. Review Procedures.

1. Completeness. An application for a tree removal permit is not complete until the applicant has submitted all the applicable items required by YPMC 20.22.060 and YPMC 20.22.100(H), when applicable.
2. Decision. The Town shall issue a decision on the tree removal permit application. The Town may grant the tree removal permit, grant the permit with conditions pursuant to this chapter and the YPMC, or deny the permit.
 - a. Any condition reasonably required to enable the tree removal to meet the standards of this chapter or the applicable provisions of the YPMC may be imposed.
 - b. If no reasonable condition(s) can be imposed that ensure the tree removal meets such requirements, the application shall be denied.
 - c. The Town's decision on the application is final.

B. Guidelines for measuring DSH. Guidelines for measuring DSH shall be as established in the Yarrow Point DSH Measurement Guidelines" document kept on file with the Town.

20.22.080 Tree removal permit – Notification.

A. Prior to removing any significant trees, the applicant shall post a copy of their issued tree removal permit on site, and on the mailbox pagoda associate with the subject project. The town shall also publish the tree removal permit on the town's website. The posted and published permit copies shall include the submitted site plan.

B. Upon issuance of a permit for an emergency tree removal, the town shall publish a copy of the permit on the town's website. The permit copy shall include the submitted site plan.

20.22.090 Tree removal permit – Expiration.

A tree removal permit shall expire six months from the date of issue.

20.22.100 Tree mitigation.

A. Mitigation shall be required as follows, unless otherwise specified in this chapter:

1. When the tree density requirement is not met.
2. When a heritage tree is removed.

B. When mitigation is required, the applicant shall provide a tree mitigation plan identifying all mitigation trees, their, sizes, and species.

C. Trees planted for mitigation shall have a full and well developed crown, and be a minimum of 10 feet tall for evergreens or have a minimum three-inch caliper for deciduous trees.

D. Town staff shall determine if a proposed mitigation tree location is suitable based on its proximity to other trees, property lines, the shoreline, critical areas, utilities, right of way, or structures and their appurtenances.

E. Tree mitigation requirements shall be met within six months of removing any significant tree. In the case of construction, mitigation requirements shall be met prior to final inspection.

F. Trees planted as mitigation trees shall be maintained with adequate water and care to survive a minimum ten (10) year warranty period.

G. An existing tree on the property which is not a significant tree may be designated as a mitigation tree if it is deemed to be healthy and well positioned for growth into a significant tree as proposed by the applicant and then reviewed by Town Staff

H. Unless otherwise stated herein, the applicant shall post a warranty bond in a form acceptable to the Town before the issuance of the tree removal permit. The bond amount shall be \$2,500.00 per mitigation tree. The total bond amount shall not exceed \$10,000.00, per permit on lots 20,000 SF in area or less, or \$25,000.00 per permit on lots over 20,000 SF in area.

I. Mitigation trees that fail to survive the ten-year warranty period shall be replaced by the property owner with trees in accordance with this chapter's standards. If the property owner fails to replace the tree in accordance with this chapter the Town may call the bond and replace the tree in accordance with this chapter.

J. If an applicant demonstrates that they own multiple properties in Yarrow Point, they may propose planting the mitigation tree(s) on a different property from the property where the tree was removed. In this instance the two site plans will be required to show where the mitigation tree(s) will be planted.

K. The Town may authorize payment of a fee-in-lieu of bonding for mitigation trees in accordance with YPM 20.22.110.

L. The Town may authorize planting of additional trees beyond the density requirement in lieu of bonding. An applicant subject to bonding requirements for planting mitigation trees may chose instead to plant additional trees. In that case, the bond for each required tree is waived for each additional tree planted beyond the required number to meet the density requirement.

M. Preferred mitigation tree species are listed in the Town's "Preferred Mitigation Tree List".

20.22.110 Fee-in-lieu of bonding for mitigation trees.

A. Applicants may choose to pay a fee-in-lieu of bonding for mitigation trees. If the fee-in-lieu option is chosen, the applicant shall pay into the Town's Urban Forestry Grant Program the amount of the bond required.

B. The in-lieu fees established in this section shall be collected by the Town and solely used for an Urban Forestry Grant Program to be administered by the Town.

20.22.120 Tree Protection – Construction Site.

A. All significant trees to be retained on a construction site, and all trees on the adjacent and otherwise affected town rights-of-way, and all trees on adjacent private properties impacted by site development as regulated under YPMC Title 20, or construction as regulated under YPMC Title 15, shall be protected during such activity. Construction site tree protections shall be installed on the subject property where the work is being conducted and along access routes which are utilized for the project as agreed upon by relevant parties. Such protections shall be installed by the property owner or their designee in accordance with this chapter.

B. The following tree protection requirements are required for all construction sites and shall be identified on site permit documents:

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.
2. All tree protection fencing shall be installed, and its location approved by town staff prior to the commencement of work on site.
3. A two- to four-inch-deep layer of arborist woodchip mulch shall be placed over the soil in the RPZ. Hog fuel is acceptable.
4. No debris or construction materials may be stored, nor grade changes occur, within the RPZ. No parking, dumping, or burning is allowed.
5. Work required for removal of unwanted vegetation within the RPZ areas will be hand work only; no heavy equipment.
6. When removing trees outside of the RPZ determined to be unacceptable for retention, use methods such as directional felling to avoid damage to trees and other valuable vegetation that is being retained. Small trees and other native vegetation in these areas should be carefully preserved.
7. Where construction or utility trenches are required in the rights-of-way, side property setbacks, and RPZs; it is required to tunnel under or around roots by drilling, auger boring, pipe jacking or hand digging.
8. Tree stumps that are within a RPZ or immediately adjacent to the RPZ of a preserved tree or other vegetation shall be removed by grinding.
9. Where it has been determined that roots of a significant or heritage tree may be encountered during excavation or grading, a qualified professional shall be on site to supervise any root pruning and to assess the potential impact of such pruning. Any root greater than one-and-one-half-inch diameter that is encountered shall be carefully cut with a sharp tool. Roots cut shall be immediately covered with soil or mulch and kept moist.
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.
11. Tree protection fencing shall not be moved without authorization from town staff. All fencing is to be left in place until the completion of the project.
12. Landscaping specified within the RPZ areas shall be designed to limit disturbance of surface soils and preserved vegetation. No root pruning is permitted. New plants added in these areas should be of the smallest size possible to minimize disturbance.
13. Any trees adjacent to high-traffic areas or building envelopes shall be pruned by qualified professional for pruning to remove dead wood, provide clearance, and cabling or bracing.
14. Supplemental irrigation for all protected trees is required during the summer months or prolonged periods of dry weather as determined by a qualified professional.

20.22.130 Tree Permit Appeals.

Any applicant aggrieved by any action of the town relating to a tree removal permit may, within 10 days of such action, file a notice of appeal to the hearing examiner, setting forth the reasons for such appeal and the relief requested. The hearing examiner shall hear and determine the matter and may affirm, modify, or disaffirm the administrative decision within 60 days of timely appeal.

20.22.140 Violation – Penalty for unpermitted tree removal.

A. A violation of any of the provisions of this chapter shall be a civil violation and any person, corporation or other entity that violates this chapter shall receive a fine of \$10,000 per violation, plus \$1,000 per inch of diameter (DSH) for each significant tree that is removed without a permit; provided, that the maximum fine for the removal of each significant tree shall not exceed \$25,000. It shall be a separate offense for each and every significant tree removed in violation of this chapter.

B. In addition to the penalty set forth in subsection A of this section, significant trees that were unlawfully removed or damaged shall be replaced in accordance with YPMC 20.22.100.

C. Fines levied under this chapter shall be deposited into a tree mitigation fund and shall be used by the town for acquiring, maintaining, preserving wooded areas, and for the planting and maintenance of trees within the town's public places and rights-of-way.

Chapter 20.22

PRIVATE PROPERTY TREE CODE

Sections:

- 20.22.010 — Title, purpose, and intent.
- 20.22.020 — Definitions.
- 20.22.030 — Tree removal and minimum significant tree density.
- 20.22.040 — ~~Exemptions.~~ Heritage Tree Removal Requirements.
- 20.22.050 — Emergency Tree Removal Requirements.
- 20.22.060 — Tree removal permit – Application process.
- 20.22.060–070 — Tree removal permit – Review.
- 20.22.080 — Tree removal permit – Notification.
- 20.22.070–090 — Tree removal permit – Expiration.
- 20.22.080–100 — Tree mitigation.
- 20.22.085 — Verification required 110 Fee-in-lieu bonding for mitigation trees.
- 20.22.090–120 — Tree Permit, Construction site tree protection.
- 20.22.100–130 — Tree Permit Appeals.
- 20.22.140–140 — Violation – Penalty for unpermitted tree removal.

20.22.010 Title, purpose, and intent.

A. Title. This chapter shall be known as the private property tree code of the town of Yarrow Point.

B. Purpose and Intent. Trees are integral to Yarrow Point’s community. Protecting and maintaining trees is essential to further the town’s comprehensive plan and preserve the community’s unique character, and to improve the quality of life. ~~The general purpose of the private property tree code is to protect, preserve, and replenish significant trees on private property in Yarrow Point in order to promote the public health, safety, develop and general welfare of the residents of the town. The private property tree code is intended to:~~ ~~utilize~~ ~~private~~ ~~property tree code is intended to:~~ Yarrow Point recognizes that trees significantly further these goals by:

1. Increasing the town’s climate resilience by reducing urban heat island effects and decreasing the town’s impact on climate change;
2. Aiding in the control of drainage and restoration of denuded, and promoting soil stabilization and enrichment of soil by the prevention of erosion and the enhancement of sedimentation;
4. Providing a visual buffer against traffic and a buffer against noise pollution;
5. Reducing costs associated with storm water control, treatment, and utility maintenance, by mitigating the adverse impacts of land-disturbing activities such as land instability, sedimentation, pollution of waterways, soil erosion, and runoff;
6. Enhancing local property values;
7. Improving air quality by absorbing air pollutants, reducing carbon dioxide, and generating oxygen;
8. Providing protection from severe weather and moderating the effects of winds and temperatures;
9. Improving surface water quality and control; and
10. Providing varied and rich habitats for wildlife.

C. Intent. 1. Retain the town’s existing character;

2. Yarrow Point recognizes that removal of significant or heritage trees may result in the loss of these benefits to the town and its residents. The private property tree code aims to balance the benefits provided by trees while

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recognizing resident's ability to develop and utilize their private property. The private property tree code is intended to:

1. Maintain an equitable distribution of significant trees on properties throughout the town;
2. Mitigate the consequences of significant tree removal through tree replacement;
3. Implement the goals and objectives of the town's comprehensive plan, the town's shoreline master program, and the State Environmental Policy Act. (Ord. 715 § 2 (Exh. A), 2021);
4. Protect property owner's ability to remove trees when they are hazardous;
5. Preserve and enhance the town's physical and aesthetic character;
6. Prevent untimely and indiscriminate removal or destruction of significant trees except as provided for in accordance with this chapter;
7. Improve the town's air quality and reduce air pollution;
8. Give property owners flexibility in development and mitigation approaches;
9. Promote building and site planning practices consistent with the purpose and intent of this chapter;
10. Allow for property development and redevelopment consistent with the Town's character;
11. Ensure prompt development, restoration, and replanting of new trees after tree removal;
12. Encourage best practices for the planting and managing of trees appropriately to minimize hazards, nuisances, and maintenance costs; and
13. Protect trees to further the benefits identified above in (B).

20.22.020 Definitions.

- A. "Caliper" means the American Association of Nurserymen standard for trunk measurement of nursery stock. Caliper of the trunk shall be the trunk diameter measured six inches above the ground for up to and including four-inch caliper size and 12 inches above the ground for larger sizes.
- B. "Crown" means the area of a tree containing leaf- or needle-bearing branches.
- C. "Diameter at breast height (DBH)" "Standard Height" or "DSH", means the diameter or thickness of a tree trunk measured at four and one-half feet from the ground.
- D. "Hazardous Tree." Any significant tree is considered hazardous when it has been assessed by a qualified professional and found to be likely to fail and cause an unacceptable degree of injury, damage, or disruption at a minimum to have a "probable" to "imminent" likelihood of failure based on the TRAQ method.
- E. "Heritage Tree" means any significant tree with a DSH of 36" or greater.
- F. "Mitigation Tree" means any tree planted to comply with this chapter's requirements or an existing tree which has been selected to be preserved as a mitigation tree.
- G. "Mitigation Tree Species. Mitigation trees shall comply with the following: any evergreen" means tree species that has the potential to grow to the size of a significant tree or any deciduous tree species that has have the potential to grow to the size of a significant tree. Species considered unsuitable for mitigation are identified in a document entitled "Yarrow Point Mitigation Vegetation," on file with the town clerk.
- FH. "Pruning" means the act of trimming or lopping off what is superfluous; specifically, the act of cutting off branches or parts of trees with a view to the intent of strengthening those that remain or to bringing the tree into a

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desired shape. Pruning that results in the removal of at least half of the live crown as determined by the Town Arborist, shall be considered tree removal.

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K. "Qualified Professional" means an individual with relevant education and training in arboriculture or urban forestry. The individual shall be an arborist certified by the International Society of Arboriculture (ISA) or a registered consulting arborist from the American Society of Consulting Arborists (ASCA). A qualified professional shall possess the ability to perform tree risk assessments have a TRAQ certification, as well as experience working directly with the protection of trees during construction.

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HJ. "Root Protection Zone" or "RPZ" means the ground area around a tree with one foot of radius in all directions for each inch of DSH.

K. "Significant tree" means any tree that is at least 18 inches in diameter at DBH, as measured DSH or any of the following trees at the listed DSH:

1. Cascara, Rhamnus purshiana, with a DSH of 6" or greater;
2. Douglas Hawthorn, Crataegus douglasii, with a DSH of 6" or greater;
3. Dwarf or Rocky Mountain Maple, Acer glabrum var. Douglasii, with a DSH of 6" or greater;
4. Grand fir, Abies grandis, with a DSH of 8" or greater;
5. Lodgepole Pine / Shore Pine, Pinus contorta, with a DSH of 8" or greater;
6. Mountain Hemlock, Tsuga mertensiana, with a DSH of 6" or greater;
7. Oregon Ash, Fraxinus latifolia, with a DSH of 8" or greater;
8. Pacific Crabapple, Malus fusca, with a DSH of 6" or greater;
9. Pacific Dogwood, Cornus nuttallii, with a DSH of 6" or greater;
10. Pacific Madrone, Arbutus menziesii, with a DSH of 6" or greater; or
11. Pacific Yew, Taxus brevifolia, with a DSH of 6" or greater; or
12. Sitka Spruce, Picea Sitchensis, with a DSH of 8" or greater.

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L. "Tree Risk Assessment Qualification" or "TRAQ" means a qualification credential established and one-half feet from the ground or any tree planted as mitigation. (Ord. 715 § 2 (Exh. A), 2021) issued by the International Society of Arboriculture and its Chapters for the purpose of standardizing tree risk assessments.

20.22.030 Tree removal and minimum significant tree density.

A. ~~Removal Permit Required.~~ A tree removal permit shall be required for the removal of any significant tree.

B. ~~Density.~~ ~~The minimum of significant tree density requirement is~~ one significant tree per 5,000 square feet of property lot area.

C. ~~Density Compliance.~~ An applicant shall be required and maintained following demonstrate compliance with the removal of any significant tree.

C. ~~The required minimum~~ tree density requirement when:

1. a significant and/or heritage tree is proposed to be removed; or
2. a new building permit with a valuation of \$50,000 or more that proposes to construct a new structure, and/or change the existing building envelope and/or increase the impervious surface is proposed.

D. ~~Density Implementation.~~ The tree density requirement may be accomplished through the preservation and maintenance of existing ~~steek~~ significant trees, or through the planting of mitigation trees, or through the designation of existing non-significant or non-heritage trees as mitigation trees, or a combination thereof.

E. ~~Calculation.~~ When calculating the required number of trees tree density, per property, fractional tree portions shall be rounded up or down to the nearest whole number.

D.F. ~~Shared Trees.~~ Significant tree trunks that straddle a private property line shall be assigned a tree density value of 0.49 for each property. (Ord. 715 § 2 (Exh. A), 2021).

G. Best Management Practices. When undertaking tree removal, best management practices shall be employed as referenced in “Tree Protection on Construction and Development Sites: A Best Management Guidebook for the Pacific Northwest”.

20.22.040 Exemptions, Heritage Tree Removal Requirements.

A. Additional requirements. In addition to the requirements identified elsewhere in this chapter, applicants for heritage tree removal shall adhere to the requirements listed in this subsection.

B. Setback Area. A heritage tree in a setback may not be removed unless:

1. The tree is a hazardous tree; or
2. The applicant can establish that the items listed below cannot be located without removing the heritage tree:
 - a. Driveways;
 - b. Paved areas;
 - c. Swimming pools;
 - d. Low decks;
 - e. Piers & pier houses; or
 - f. Underground structures.
3. The applicant can establish that a proposed structure in the buildable area cannot be located without causing existing significant trees to become hazardous trees.

C. Buildable Area. A heritage tree in the area of the property where structures may be located may not be removed unless:

1. The tree is a hazardous tree; or
2. The applicant can establish that the structure footprint cannot be located without removing the trees.

D. Mitigation required. Pursuant to YPMC 20.22.100(A), mitigation is required when a heritage tree is removed. Each heritage tree shall be replaced with a mitigation tree except when the only available planting locations are:

1. Underneath existing tree canopy;
2. Within 5 feet of retaining walls;
3. Within 10 feet of an existing or proposed structure;
4. Within 5 feet of a bulkhead;
5. Within 5 feet of the Ordinary High Water Mark;
6. Within 5 feet of underground utilities;
7. Within a ROW sight triangle as established by the Town Engineer;
8. Smaller than 5’ in diameter planting area; or
9. When YPMC 20.22.100(G) cannot be implemented.

20.22.050 Emergency Tree Removal Requirements.

A. Emergency Tree Removal. Any hazardous tree that poses an imminent threat to life or property may be removed prior to the issuance of a tree removal permit. The town shall be notified within

B. Within seven (7) days of the emergency tree removal with the property owner shall submit a tree removal permit consistent with YPMC Section 20.22.030 and YPMC 20.22.060 and include evidence of the threat or status justifying the removal of the significant tree. The notification of emergency removal shall contain a site plan showing remaining significant trees on the lot with a calculation demonstrating compliance with the minimum significant tree density. The standard of one significant tree per 5,000 square feet of property, i.e., tree density, shall be documented and may be fulfilled through the remaining trees on site or through planting of mitigation trees.

B. Utility Maintenance. Trees may be removed by the town or utility provider in situations involving actual interruption of services provided by a utility only if pruning cannot solve utility service issues. Mitigation shall be required by the underlying property owner pursuant to YPMC 20.22.080 (Mitigation). Utility maintenance within the right-of-way shall conform to the town’s public property tree code (Chapter 12.26 YPMC). (Ord. 715 § 2 (Exh. A), 2021)

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C. Trees planted for mitigation of a hazardous tree are exempt from the bonding requirements under YPMC 20.22.100(H).

20.22.050060 Tree removal permit – Application process.

A. Any property owner intending to remove a significant tree shall submit a tree removal permit application on a form provided by the town. The application shall include:

1. The name, address, and contact information of the property owner and/or agent.
2. A site plan showing the location, size, and species of all significant trees, including those proposed for removal, on the property. For applications associated with construction or site development, the site plan must also label and identify all trees within 20 feet of the proposed construction and/or site development activity, trees greater or equal to 6" DSH on the subject property.
3. For applications associated with a building or site development, the site plan shall also label and identify all trees within 20 feet of the proposed project footprint.
4. A mitigation plan, if required per YPMC 20.22.100 (Mitigation), indicating the location and species for all trees to be planted and/or identifying existing trees to be designated as mitigation trees.
5. The current permit fee, as established by the town council.
6. Compliance with all applicable local, state, and federal regulations, including eagle regulations, 50 CFR 22.80, as currently enacted or hereafter amended. Copies of such permits or documentation shall be provided to the Town upon request.
7. Additional documents that may be required include but are not limited to:
 - a. An erosion control plan.
 - b. A report prepared by a qualified professional that evaluates the significant and/or heritage trees on site, as well as all trees in the adjacent areas impacted by the proposed construction.
 - c. A survey plan prepared by a state licensed surveyor if the location of significant or heritage trees relative to a property line cannot be determined.
 - d. A tree protection plan per YPMC 20.22.090 (Construction site tree protection) for applications associated with construction or site development.
4. A mitigation plan, if required per YPMC 20.22.080 (Mitigation), indicating the location and species for all trees to be planted.
5. The current permit fee, as established by the town council.

B. Identification on Site. Concurrent with submittal of the tree removal permit application, the owner/applicant shall identify every significant tree proposed for removal by placing a yellow tape around the circumference of the tree at the DBH/DSH.

C. Shoreline Jurisdiction. Properties located within the town's shoreline jurisdiction (200 feet landward of Lake Washington) are subject to additional tree removal and replacement standards per the town of Yarrow Point Shoreline Master Program Section 5.6 – Vegetation Management.

D-20.22.070 Tree removal permit – Review.

A. Review Procedures.

1. Completeness. An application for a tree removal permit is not complete until the applicant has submitted all the applicable items required by Staff YPMC 20.22.060 and/or YPMC 20.22.100(H), when applicable.
2. Decision. The Town Arborist, Except in cases of emergency tree removal, shall issue a decision on the tree removal application shall be reviewed within 28 days in the case of permits not associated with development

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days in accordance with the YPMC. Mitigation trees shall be maintained in a healthy condition for their lifetime, ten (10) year warranty period.

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20.22.085 — Verification required.

Within 90 days of purchasing a property, and also prior to removing any trees G. An existing tree on the property, which is not a significant tree may be designated as a mitigation tree if it is deemed to be healthy and well positioned for growth into a significant tree as proposed by the applicant and then reviewed by Town Staff

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H. Unless otherwise stated herein, the applicant shall post a warranty bond in a form acceptable to the Town before the issuance of the tree removal permit. The bond amount shall be \$2,500.00 per mitigation tree. The total bond amount shall not exceed \$10,000.00, per permit on lots 20,000 SF in area or less, or \$25,000.00 per permit on lots over 20,000 SF in area.

I. Mitigation trees that fail to survive the ten-year warranty period shall be replaced by the property owner shall contact the town and verify with the town whether an approved mitigation planting plan for the property is on file trees in accordance with the town. Failure of this chapter's standards. If the property owner to do so is a code violation and shall not relieve a property owner of compliance fails to replace the tree in accordance with the provisions of this chapter, nor shall such failure serve as a defense to enforcement of the Town may call the bond and replace the tree in accordance with this chapter.

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J. If an applicant demonstrates that they own multiple properties in Yarrow Point, they may propose and the Town may allow, planting of the mitigation tree(s) on a different property from the property where the tree was removed. In this instance the two site plans will be required to be submitted to show where the mitigation tree(s) will be planted.

K. The Town may authorize payment of a fee-in-lieu of bonding for mitigation trees in accordance with YPM 20.22.110.

L. The Town may authorize planting of additional trees beyond the density requirement in lieu of bonding. An applicant subject to bonding requirements for planting mitigation trees may chose instead to plant additional trees. In that case, the bond for each required tree is waived for each additional tree planted beyond the required number to meet the density requirement.

M. Preferred mitigation tree species are listed in the Town's "Preferred Mitigation Tree List".

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20.22.090 — 110 Fee-in-lieu of bonding for mitigation trees.

A. Applicants may choose to pay a fee-in-lieu of bonding for mitigation trees. If the fee-in-lieu option is chosen, the applicant shall pay into the Town's Urban Forestry Grant Program the amount of the bond required.

B. The in-lieu fees established in this section shall be collected by the Town and solely used for an Urban Forestry Grant Program to be administered by the Town.

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20.22.120 Tree Protection – Construction site tree protection Site.

A. All significant trees to be retained on a construction site, and all trees on the adjacent and otherwise affected town rights-of-way, and all trees on adjacent private properties impacted by site development as regulated under YPMC Title 20, or construction as regulated under YPMC Title 15, shall be protected during such activity. Construction site tree protections shall be installed on the subject property where the work is being conducted and along access routes which are utilized for the project as agreed upon by relevant parties. Such protections shall be installed by the property owner or their designee in accordance with this chapter.

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B. The property owner shall submit a report prepared by a qualified professional that evaluates the significant trees on-site, as well as all trees in the adjacent areas impacted by the proposed following tree protection requirements are required for all construction sites and shall be identified on site permit documents:

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1. Tree protection measures shall be clearly described and illustrated on a site plan. Best management practices, fencing, or other barriers shall be employed as referenced in "installed along all clearing limits just outside of a tree's root protection zone (RPZ). Tree Protection on Construction and Development Sites: 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 Best Management Guidebook for moveable panel or gate should be part of the Pacific Northwest, or other such guidance as fencing or barrier to allow access to the RPZ.

2. All tree protection fencing shall be installed, and its location approved by the town staff prior to the commencement of work on site.

3. A two- to four-inch-deep layer of arborist woodchip mulch shall be placed over the soil in the RPZ. Hog fuel is acceptable.

4. No debris or construction materials may be stored, nor grade changes occur, within the RPZ. No parking, dumping, or burning is allowed.

5. Work required for removal of unwanted vegetation within the RPZ areas will be hand work only; no heavy equipment.

6. When removing trees outside of the RPZ determined to be unacceptable for retention, use methods such as directional felling to avoid damage to trees and other valuable vegetation that is being retained. Small trees and other native vegetation in these areas should be carefully preserved.

7. Where construction or utility trenches are required in the rights-of-way, side property setbacks, and RPZs; it is required to tunnel under or around roots by drilling, auger boring, pipe jacking or hand digging.

8. Tree stumps that are within a RPZ or immediately adjacent to the RPZ of a preserved tree or other vegetation shall be removed by grinding.

9. Where it has been determined that roots of a significant or heritage tree may be encountered during excavation or grading, a qualified professional shall be on site to supervise any root pruning and to assess the potential impact of such pruning. Any root greater than one-and-one-half-inch diameter that is encountered shall be carefully cut with a sharp tool. Roots cut shall be immediately covered with soil or mulch and kept moist.

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.

11. Tree protection fencing shall not be moved without authorization from town may waive the requirement for a report when it is determined by the town staff that the scope of the project will not impact the significant tree(s) on site or any trees on.

12. Landscaping specified within the RPZ areas shall be designed to limit disturbance of surface soils and preserved vegetation. No root pruning is permitted. New plants added in these areas should be of the smallest size possible to minimize disturbance.

13. Any trees adjacent to high-traffic areas or building envelopes shall be pruned by qualified professional for pruning to remove dead wood, provide clearance, and cabling or bracing.

D. A stop work order may be issued by the building official if site tree protection guidelines are not followed.

14. Supplemental irrigation for all protected trees is required during the summer months or prolonged periods of dry weather as determined by a qualified professional.

20.22.140 — 130 Tree Permit Appeals.

Any tree permit applicant aggrieved by any action of the town relating to a tree removal permit may, within 10 days of such action, file a notice of appeal to the town council hearing examiner, setting forth the reasons for such appeal and the relief requested. The town council hearing examiner shall hear and determine the matter and may affirm, modify, or disaffirm the administrative decision within 60 days of timely appeal.

20.22.140.140 Violation – Penalty for unpermitted tree removal.

A. A violation of any of the provisions of this chapter shall be a civil violation and any person, corporation or other entity that violates this chapter shall receive a fine of \$10,000 per violation, plus \$1,000 per inch of diameter (DBH) for each significant tree over 18 inches DBH that is removed without a permit; provided, that the maximum fine for the removal of each significant tree shall not exceed \$25,000. It shall be a separate offense for each and every significant tree removed in violation of this chapter.

B. In addition to the penalty set forth in subsection A of this section, significant trees that were unlawfully removed or damaged shall be replaced in accordance with YPMC 20.22.080 (Tree mitigation):100.

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C. Fines levied under this chapter shall be deposited into a tree mitigation ~~ae~~ ~~ee~~ ~~ou~~ ~~n~~ ~~f~~ ~~u~~ ~~n~~ ~~d~~ and shall be used by the town for acquiring, maintaining, ~~and~~ preserving wooded areas, and for the planting and maintenance of trees within the town's public places and rights-of-way. ~~(Ord. 715 § 2 (Exh. A), 2021).~~

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Town of Yarrow Point

DSH Measurement Guidelines

Private Property Tree Code

Last Updated: 7-2-2024

Introduction

Tree diameter is usually measured at 4.5 feet (ft) above ground level. Measurement at this height is referred to as diameter at standard height (DSH). DSH can be measured with a specially calibrated tape measure called a diameter tape, with a tree caliper of an adequate size, or by calculating the diameter after measuring the circumference

(Diameter = Circumference divided by π)

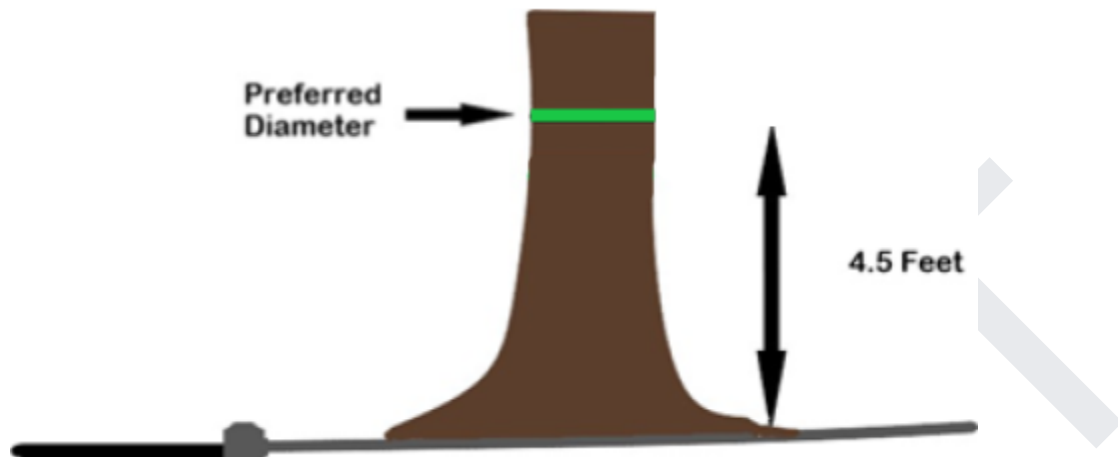
For a tree with a single gradually tapering trunk, measuring DSH is straightforward, but there are several circumstances in which questions arise about how to measure DSH.

This guide can be used to solve some of the more common complications when measuring a tree's DSH. These are the simplest and most widely accepted methods recommended in other sources such as the US Forest Service (USFS), International Society of Arboriculture (ISA) and the Federal Emergency Management Administration (FEMA).

The Following conditions are shown below:

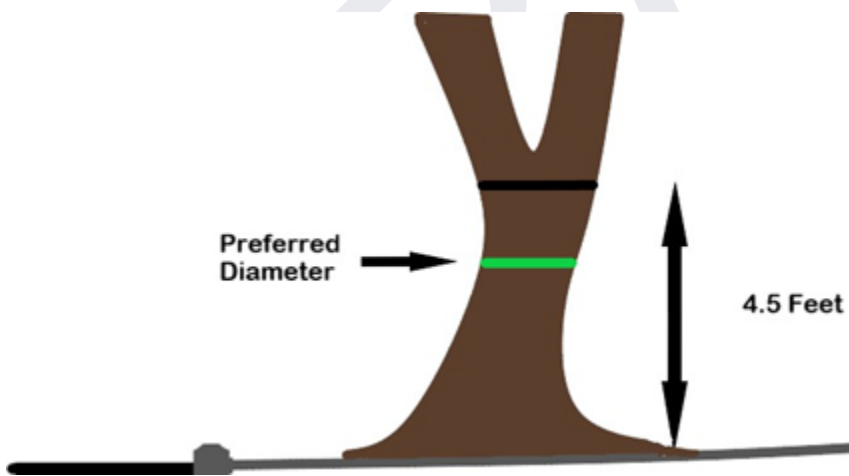
Single Gradually Tapering Trunk.....	2
Abnormal Trunk Taper.....	2
Branches and Irregularities at DSH.....	3
Trees on Slopes.....	3
Trees with a Lean.....	4
Trees with Forks at or below DSH.....	4
Multi-Stem Trees - At or Above 6" of Ground.....	5
Multi-Stem Trees - Within 6" of Ground.....	5
Quick Reference: Circumference to Diameter Conversion.....	6

Single Gradually Tapering Trunk



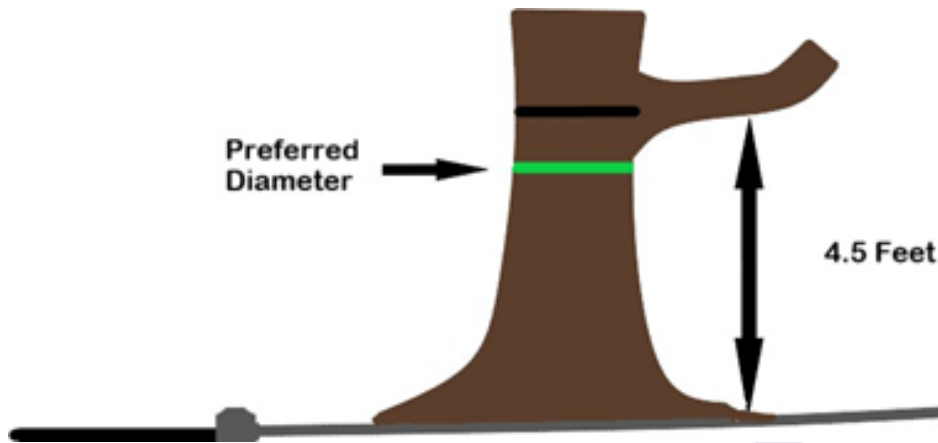
For regular single trunks that gradually taper measure the diameter at 4.5 feet above the ground (DSH).

Abnormal Trunk Taper



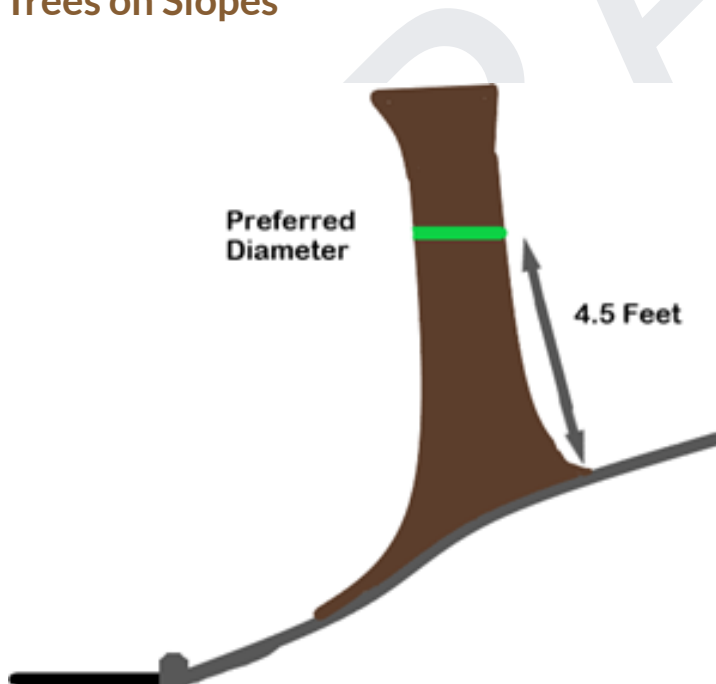
The tree tapers in such a way that the diameter at a point below 4.5 ft is actually smaller than the diameter at 4.5 ft. Measure the diameter at the smallest point and record the height at which diameter was measured on the data sheet.

Branches and Irregularities at DSH



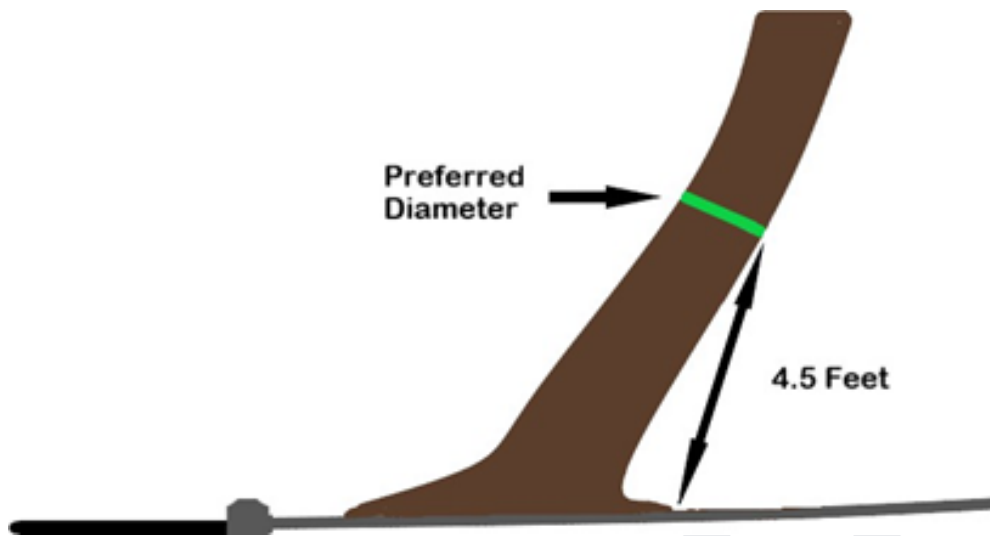
Tree has branches or irregularities which interfere with DSH measurement. Measure DSH below the branch or bump. The goal is to measure the diameter that would be closest to the expected DSH if branches or other irregularities were not present. Record the height at which the diameter was measured.

Trees on Slopes



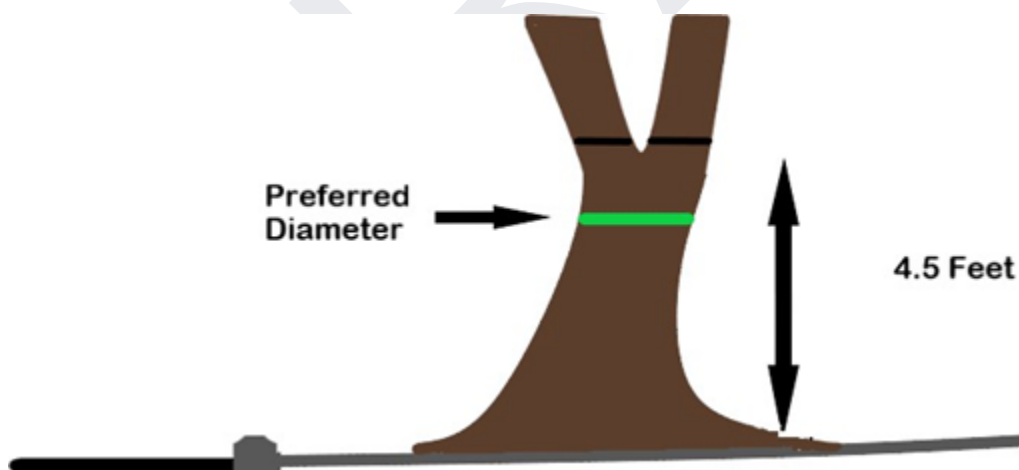
When measuring trees on slopes, measure the diameter 4.5 ft from the ground on the upper side of the slope.

Trees with a Lean



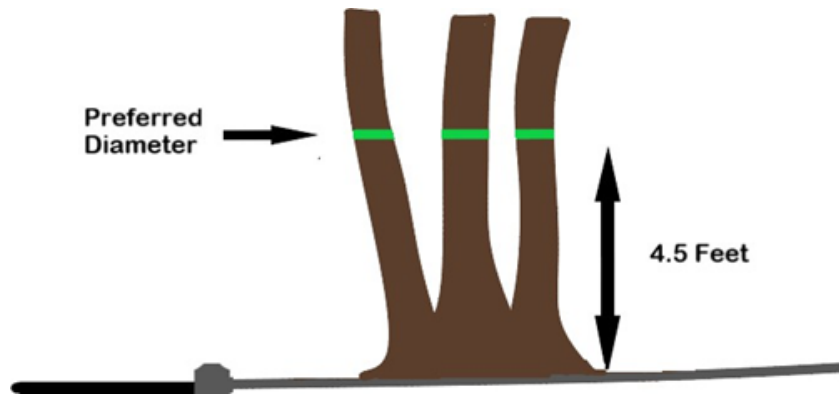
Trees that are leaning should be measured 4.5 ft up the stem in the direction of the lean.

Trees with Forks at or below DSH



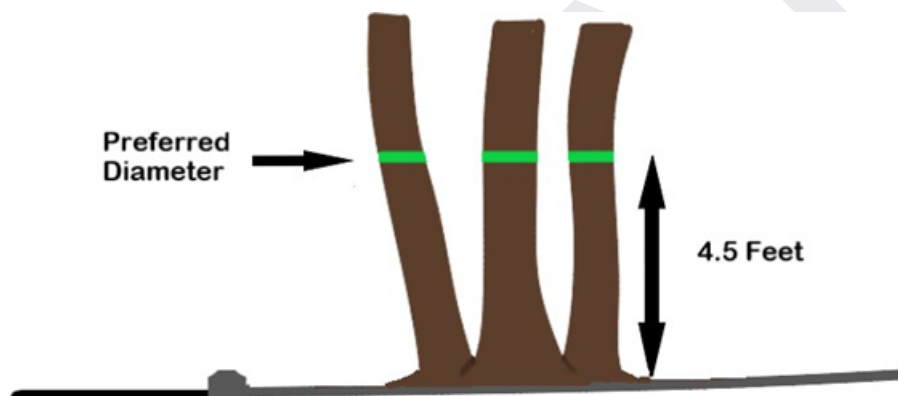
Trees that fork below DSH or near DSH should be measured at the narrowest part of the main stem below the fork. The height of the DSH measurement and the fork should be noted (e.g., 3 ft diameter @ 2 ft [Forks @ 4 ft]).

Multi-Stem Trees - At or Above 6" of Ground



For trees that split into several trunks higher than 6" above ground level, measure the DSH of each trunk and find the average number. $(5+6+8) / 3 = 6$ ". It should be noted in the comments that it is a multi-stem tree.

Multi-Stem Trees - Within 6" of Ground



Trees that fork at or within 6" of grade are treated as separate or individual trees. This method is consistent with the USFS and FEMA. It should be noted in the comments that they are part of a cluster.

Quick Reference: Circumference to Diameter Conversion

Circumference in Inches	Diameter in Inches	Circumference in Inches	Diameter in Inches
37.7	12	138.2	44
40.8	13	141.4	45
44.0	14	144.5	46
47.1	15	147.7	47
50.3	16	150.8	48
53.4	17	153.9	49
56.5	18	157.1	50
59.7	19	160.2	51
62.8	20	163.4	52
66.0	21	166.5	53
69.1	22	169.6	54
72.3	23	172.8	55
75.4	24	175.9	56
78.5	25	179.1	57
81.7	26	182.2	58
84.8	27	185.4	59
88.0	28	188.5	60
91.1	29	191.6	61
94.2	30	194.8	62
97.4	31	197.9	63
100.5	32	201.1	64
103.7	33	204.2	65
106.8	34	207.3	66
110.0	35	210.5	67
113.1	36	213.6	68
116.2	37	216.8	69
119.4	38	219.9	70
122.5	39	223.1	71
125.7	40	226.2	72
128.8	41	229.3	73
131.9	42	232.5	74
135.1	43	235.6	75



Town of Yarrow Point

Mitigation Tree List

Last Updated 7-2-2024

Significant Tree Mitigation

Trees which can grow to be 12" DBH or larger:

Deciduous

1. Sour gum - *Nyssa sylvatica*
2. Korean stewartia - *Stewartia pseudocamellia*
3. Kousa dogwood - *Cornus kousa*
4. Flowering dogwood – *Cornus florida*
5. Corelian cherry – *Cornus mas*
6. Sourwood – *Oxydendrum arboretum*
7. Paperbark maple – *Acer griseum*
8. Amur maple – *Acer ginnala*
9. Magnolia x soulangiana – Saucer Magnolia
10. Magnolia grandiflora – Southern Magnolia
11. Golden chain tree – *Laburnum x watereri*
12. Flowering crabapple – *Malus floribunda*
13. Katsura – *Cercidiphyllum japonicum*

Evergreen

1. Marina strawberry tree - *Arbutus x 'Marina'*
2. Sekkan-sugi Cryptomeria – *Cryptomeria japonica* ‘ Sekkan-sugi’
3. Chinese juniper – *Juniperus chinesis*
4. Shore/Lodgepole pine – *Pinus contorta*
5. Deerhorn cedar – *Thuja occidentalis*
6. Mountain hemlock – *Tsuga mertensiana*
7. Serbian spruce – *Picea omorika*

Heritage Tree Mitigation

Trees which can grow to be 36" DBH or larger.

Deciduous

1. Ginkgo – *Ginkgo biloba*
2. Tulip Tree – *Liriodendron tulipifera*
3. Dawn redwood – *Metasequoia glyptostroboides*
4. Sycamore – *Platanus x acerifolia*
5. English oak – *Quercus robur*
6. Garry oak – *Quercus garryana*
7. Honey locust – *Gleditsia triacanthos*
8. Linden – *Tilia cordata*
9. Persian Parrotia – *Parrotia persica*
10. European beech – *Fagus sylvatica*

Evergreen

1. Grand fir – *Abies grandis*
2. Alpine fir – *Abies lasiocarpa*
3. California Incense cedar – *Calocedrus decurrens*
4. Douglas fir - *Pseudotsuga menziesii*
5. Giant sequoia – *Sequoiadendron giganteum*
6. Coast redwood – *Sequoia sempervirens*
7. Sawara cypress – *Chamaecyparis pisifera*
8. Norway spruce – *Picea abies*
9. Engelmann spruce – *Picea engelmannii*
10. Sitka spruce – *Picea sitchensis*
11. Western white pine – *Pinus monticola*
12. Japanese red pine – *Pinus densiflora*

TOWN OF YARROW POINT TREE FUND
GRANT PROGRAM

The Town of Yarrow Point ("Town") is offering grant funding opportunities to support the protection and maintenance of trees and other vegetation located on property owned by Town residents. Grants are provided through the Yarrow Point Tree Fund, which is funded by tree removal permit fees collected by the Town.

Property owners meeting the criteria below may apply for grant funding of up to \$XX,XXX to offset the cost of obtaining, planting, and maintaining trees and other vegetation on their private property.

Commented [A1]: A cap on funding allowed per grant is recommended in order to avoid a small number of grantees drawing down too much of the fund

Use of Funds

Grants shall be used by grant recipients to offset the cost of obtaining, planting, and maintaining trees and other vegetation on their property. Grant recipients may use grant funds either to purchase trees or plants directly, or to offset the cost of hiring arborists or other qualified professionals to plant, prune, or maintain trees and other vegetation. Grant funds may not be used for the removal of trees.

Grant recipients will be required to execute an agreement with the Town, confirming the grant recipient's agreement to comply with the grant terms.

Grant Award

Grants will be awarded for amounts up to \$XX,XXX. Payment will be made in a lump sum check to the property owner after the planting and/or maintenance is complete. Grant selection will be made in accordance with the program criteria established herein by the Town's tree board.

Commented [A2]: Confirm

Eligibility Requirements

Property owners within the Town who meet the following criteria may apply for grant funding:

- Property is located within the Yarrow Point town limits.
- Property has trees or other vegetation in need of maintenance, or the property owner has plans to plant trees or other vegetation on the property.
- [Other eligibility requirements?]

Grant Requirements

Grant recipients shall:

- Execute a grant agreement provided by the Town.
- Allow Town staff to inspect any trees or other vegetation that are planted or maintained using grant funds.
- Upon completion of the purchase, planting, or maintenance of trees or other vegetation, the property owner shall submit: (1) a report prepared by an arborist or other qualified professional detailing the work completed and the amount charged for such work; and/or (2) receipts for any trees, shrubs, or other vegetation purchased by the property owner.

Commented [A3]: Does the Town want to do this?

Application Process

Interested applicants should send an email to the Town's [Who should receive these emails?] that includes a description of how the property meets the eligibility criteria above, and contact information for the property owner.

TOWN OF YARROW POINT TREE FUND
GRANT PROGRAM AGREEMENT

Grant Recipient Name	
Grant Recipient Address	
Grant Recipient Phone Number	
Grant Recipient E-mail Address	
Grant Recipient Funds Obligated	
Grant Recipient Performance Dates:	

THIS GRANT FUND AGREEMENT (“Agreement”) is made by and between the Town of Yarrow Point, hereinafter referred to as the "Town," and _____, hereinafter referred to as "Grantee."

WHEREAS, the Town has allocated funding to support the protection and maintenance of trees and other vegetation on property owned by Town residents; and

WHEREAS, Grantee desires to receive such funding to obtain, plant, and/or maintain trees or other vegetation on their property located at _____, Yarrow Point, WA (“Property”); and

WHEREAS, the Town has selected Grantee to receive funding in the amount established herein (“Grant Award Funds”) to obtain, plant, and/or maintain trees or other vegetation on the Property.

NOW, THEREFORE, in consideration of the mutual benefits set forth herein, the parties agree as follows:

1. **Term.** The term of this Agreement shall begin on the Effective Date of this Agreement and terminate upon the disbursement of Grant Award Funds to Grantee pursuant to Section 4 of this Agreement (“Term”).
2. **Use of Funds.** Grantee shall use the Grant Award Funds to obtain, plant, and/or maintain trees or other vegetation on the Property. Grantee may use Grant Award Funds either (1) to purchase trees or plants directly, or (2) to offset the cost of hiring an arborist or other qualified professional to obtain, plant, and/or maintain such trees or other vegetation.
3. **Grant Requirements.**
 - a. Within **[##] days** of the Effective Date, Grantee shall provide proof of the work completed and associated expenses by submitting either of the following:
 - i. A report prepared by an arborist or other qualified professional detailing the work completed and the amount charged for such work; or
 - ii. Receipts for any trees, shrubs, or other vegetation purchased by the Grantee.
 - b. Grantee shall allow the Town to access the Property to inspect any trees or other vegetation that are planted or maintained using Grant Award Funds upon seventy-two (72) hours’ notice.

4. **Disbursement of Grant Award Funds.** The Town will authorize the release of the Grant Award Funds to Grantee upon execution of this Agreement and receipt of documentation of the work completed as required under Section 3(a) of this agreement.

5. **Grantee Indemnification.** Grantee shall fully indemnify, defend, and hold harmless the Town, its officers, officials (appointed and elected), employees, volunteers, and permitted successors and assigns (collectively the "Town") harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, (collectively, "Losses"), in connection with any claims, demands, suits, or proceedings (collectively, "Claims") made or alleged against the Town by a third party arising out of or resulting from the acts, errors or omissions, or the intentional or negligent performance of Grantee in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the Town, its officers, officials, employees, and volunteers, Grantee's liability, including the duty and cost to defend, hereunder shall be only to the extent of Grantee's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Grantee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

6. **Termination.** This Agreement may be terminated as follows:
 - a. The Town may terminate this Agreement in whole or in part, with or without cause, at any time during the Term of this Agreement by providing Grantee ten (10) days advance written notice of the termination.
 - b. If the termination results from acts or omissions of Grantee, including but not limited to misappropriation, nonperformance of required obligations under this Agreement, or fiscal mismanagement, Grantee shall return to the Town immediately any funds, misappropriated or unexpended, which have been paid to Grantee by the Town.
 - c. The Agreement will be terminated if Grantee is unable or unwilling to expend the Grant Award Funds as specified in this Agreement, or upon reimbursement by Grantee to the Town of all unexpended proceeds provided by the Town pursuant to this Agreement.

7. **Notices.** Notices to be provided under this Agreement shall be in writing and sent to the parties at the following addresses:

TO THE TOWN:	TO THE GRANTEE:
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Notice may be given by U.S. mail. If given by U.S. mail, notice shall be effective three days after deposit of the notice in the U.S. mail, postage prepaid, properly addressed to a party as provided in this Section.

8. **Waiver.** No act of forbearance of failure to insist on Grantee’s prompt and complete performance of its obligations, either express or implied, shall be construed as a waiver by the Town of any of its rights hereunder. No waiver of the right to insist on strict performance by Grantee of any specific term of this Agreement shall constitute a waiver of any other specific term.
9. **Successors.** This Agreement shall be binding on the parties, their successors in interest and assigns.
10. **No Third-Party Beneficiaries.** This Agreement is intended to be solely for the benefit of the parties and shall not be deemed to confer upon or give to any other person or third party any right, remedy, claim, cause, or action.
11. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. In the event of any dispute over the terms and conditions or this Agreement or any alleged breach thereof, the exclusive venue and jurisdiction for any litigation arising hereunder shall be the Superior Court of the State of Washington in and for King County, Washington.
12. **Attorney’s Fees and Costs.** If litigation is instituted by either party over the terms of this Agreement or to redress any breach thereof, the substantially prevailing party in any such litigation shall be entitled to recover its costs and reasonable attorney’s fees from the non-prevailing party.
13. **Severability.** If any section or provision of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, the section or provision shall be deemed several and shall not affect the validity or constitutionality of any other provision or section.
14. **Entire Agreement – Amendment.** This Agreement and any exhibits thereto constitute the complete understanding of the parties and supersedes all prior discussions, negotiations, proposals, and understandings, written or oral, with respect to the subject matter of this Agreement. This Agreement may be amended only by written instrument executed by both parties.
15. **Effective Date.** This Agreement shall be effective upon signature by both parties (“Effective Date”).

[signatures to follow]

TOWN OF YARROW POINT

GRANTEE:

Katy Harris, Mayor

Name/title

Date

Date