

**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](mailto: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](mailto:depclerk@yarrowpointwa.gov) or regular mail to: Town of Yarrow Point, 4030 95<sup>th</sup> Ave NE, Yarrow Point, WA 98004.

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

1-253-215-8782

Meeting ID: 837 9331 5244#

Passcode: 665133

<https://us02web.zoom.us/j/83793315244?pwd=Ho0v3zoHVnZrDHP9b7RbQh0zg39ymo.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. **STAFF REPORTS (15 minutes)**
6. **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.
7. **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.
  - A. April Payment Approval in the amount of \$69,801.74 plus Payroll Report in the amount of \$43,243.47, for a total of \$113,045.21

- B. March 6, 2025 special Council meeting minutes
- C. March 11, 2025 Council meeting minutes
- D. WRIA 8 Interlocal Agreement
- E. Ordinance 765: Amending Planning Commission meeting start time from 7:00 p.m. to 6:00 p.m.
- F. Town Hall Timber Barrier Replacement - \$14,778.50 (\$13,435.00 + 10% Engineering)
- G. Approve amendments to the Purchasing Policy

## **8. REGULAR BUSINESS**

8.1 Development Regulation Updates: Middle Housing (HB1110 Integration), Consolidated Permit Review (SB5290), Legislative and Administrative Updates

8.2 Sally's Alley – Phase 2 - Park Commission Design Recommendation & Bid Results

8.3 2025 Stormwater Annual Clean & Camera Bid Results & Proposal

8.4 9023 NE 34th Street – Stormwater Maintenance Required

8.5 3600-3900 92nd Ave NE – Pathway Repair

8.6 CIP #4: 4441 91st Ave NE

8.7 92<sup>nd</sup> Ave NE Town Entry Flashing Crosswalk Sign Proposal

8.8 Impact Fee Discussion

8.9 Town Staffing

## **9. MAYOR'S REPORT (5 minutes)**

## **10. OLD BUSINESS**

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

## **12. EXECUTIVE SESSION (if necessary)**

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).

## **13. ADJOURNMENT**

Next regular Town Council Meeting: May 13, 2025 at 4:00 pm



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STAFF REPORTS
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1. Police Report
2. Fire-EMS Report (*Not yet received.*)
3. Town Engineer Report:
  - 94<sup>th</sup> Ave NE
4. 1<sup>st</sup> Quarter Financial Report
5. Commission Minutes
  - March 18, 2025 Joint Council and Planning Commission Special Meeting
  - March 25, 2025 Regular Park Commission Meeting Minutes



# MEMO

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To: Yarrow Point Council

From: Chief Kyle Kolling

Date: April 8th, 2025

Re: March 2025 Summary

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Greetings,

March training included:

- Chief Kolling, Commander Hanson, Sgt. Cobrea & Officer Fernandez attended the NW Leadership Seminar in Portland, OR.
- Chief Kolling & Commander Hanson attended the course "Elevating Leadership, Wellness and Resiliency" in Wenatchee, WA.
- Officer Hanson attended the EVOC (Emergency Vehicle Operations Course) Instructor Training Course in Shelton, WA through WSP.

On the social media front, we have a total of 475 followers and 6 Facebook posts were created in March. We have 654 followers on our Instagram account. We were able to advise followers of weather events, 520 closures, Coyote safety and on Good2Go Scam Texts and emails.

We will once again receive the Gold Award from LEXIPOL for excellence in 2024. Attached is a letter from Chief Kolling that explains the award and what it means to us as a department.

March 31, 2025

Mayor & Council,

Clyde Hill Police Department has achieved Gold level recognition for 2024 as part of the Lexipol Connect Customer Recognition Program, which recognizes police agencies for excellence in policy maintenance and training. There are three levels of achievement, Gold, Silver, and Bronze. This is the fifth year in a row that Clyde Hill PD has received this award for excellence.

Up-to-date policy and ongoing training are a priority for our agency and we are honored and excited to be recognized for our continued commitment to serving the communities of Clyde Hill and Yarrow Point in this way. This recognition would not be possible without the dedication of all our personnel to reading, understanding and acknowledging policy updates and completing Daily Training Bulletins (DTBs). This is the highest level of recognition currently offered by Lexipol.

Thank you for all your hard work to help make Clyde Hill PD an exemplary agency! We will be receiving a plaque from Lexipol to commemorate this achievement, which will be on display in our lobby.

Sincerely,

Kyle L. Kolling  
Chief of Police





City of Yarrow Point  
March 2025

2025-1236	03/01/2025	3600blk 92 <sup>nd</sup> Ave NE	Abandoned Vehicle	C. Hanson
Vehicle was impounded after it was tagged with a 72 hours' notice sticker and wasn't moved.				
2025-1716	03/23/2025	3800blk 92 <sup>nd</sup> Ave NE	Burglary	B. Swai
Homeowner found 2 unknown males inside home. Investigation pending.				
2025-1785	03/28/2025	9000blk Points Dr NE	Warrants/Traffic	A. Donchez
Officer stopped vehicle and driver was found to be DWLS3 and to have warrants. He was cited for DWLS3, no ignition interlock, and booked on the warrants.				
2025-1802	03/29/2025	9000blk NE 39 <sup>th</sup> PL	Informational	N. Cobrea
Officer assisted resident with questions they had about securing their residence and property.				



# Town of Yarrow Point

## ACTIVITY REPORT

	March 2025	February 2025	2025 YTD	2024 YTD
<b>CRIMES AGAINST PERSONS</b>				
Assault	0	0	0	0
Domestic Violence/Disturbance	0	1	1	0
Harassment	0	0	0	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	0
<b>PROPERTY CRIMES</b>				
Burglary	1	0	2	0
Fraud	0	0	1	1
MV Prowl	0	0	1	0
MV Theft	0	0	0	0
Theft	0	0	0	0
Other ( <i>Arson, illegal dumping, malicious mischief, prowler, trespass</i> )	0	0	0	3
<b>ARRESTS</b>				
Drug/alcohol	0	0	0	0
Warrants	1	0	1	0
Other	0	0	0	0
<b>TRAFFIC ACTIVITY</b>				
Criminal Traffic	1	0	3	0
Infractions	3	14	24	4
Warnings	6	11	27	18
Traffic accidents	0	0	1	2
Traffic stops	10	25	35	26
Parking	0	0	0	1
<b>OTHER</b>				
Alarms	6	7	16	16
Complaints				
~Animal	0	0	1	0
~Fireworks	0	0	0	0
~Noise	0	1	2	3
~Soliciting	1	0	1	0
Deaths	0	0	0	0
Suspicious	7	2	8	7
Drug/alcohol	0	0	0	0
<b>PUBLIC SERVICES</b>				
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> )	123	136	423	206



**Issued Ticket Report Summary**  
**Yarrow Point**  
**March 01, 2025-March 31, 2025**

<u>Violation Location Address</u>	<u>Date And Time</u>	<u>Violation Description</u>	<u>Issuing Officer</u>
<b><u>Citations-Non-Traffic: 0</u></b>			
<b><u>Citations-Criminal: 1</u></b>			
9000 BLK POINTS DR NE	03/28/2025 09:16:00	MV DWLS 3RD DEGREE	C17 - Donchez
<b><u>Infractions-Traffic: 4</u></b>			
9000 BLK POINTS DR NE	03/28/2025 09:16:00	MV IGNITION INTERLOCKS DRIVE VEHICLE WITHOUT	C17 - Donchez
9000 BLK POINTS DR NE	03/28/2025 09:16:00	MV OPERATE WITHOUT INSURANCE	C17 - Donchez
9000 BLK POINTS DR NE	03/28/2025 09:16:00	MV FAILURE TO RENEW REGISTRATION	C17 - Donchez
9200 BLK NE 38TH ST	03/20/2025 22:48:00	MV ALLOW UNAUTHORIZED MINOR TO OPERATE	C19 - Hanson
<b><u>Infractions-Speeding: 1</u></b>			
8900 BLK POINTS DRIVE NE	03/05/2025 08:39:00	SPEED 16 MPH OVER LIMIT (40 OR UNDER)	C18 - Swai
<b><u>Infractions-Parking: 0</u></b>			



## PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
4/8/25	2024 94 <sup>th</sup> Ave NE UGC	Stacia Schroeder

### STATUS SUMMARY

The 2024 94th Ave NE underground conversion scope of work includes:

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

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

- All private overhead power and communication connections have been converted.
- 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 completed their work in the conversion area last Friday, Jan. 31<sup>st</sup>.

Town staff is working with PSE to get a final bill. There are **three** items on PSE's punchlist which will affect their final bill however, so we expect this effort to take a few months.

- PSE IntoLight has completed their work. Several of the residents, however, have asked for new light shields and staff will coordinate these requests and send them to PSE IntoLight all at once.

After 4 resident complaints regarding the light output being too strong, Town staff worked with PSE IntoLight to have the street lights dimmed 25%. PSE IntoLight now has the capability to do this remotely.

- Coordination efforts are on-going with other purveyors (ie. Comcast and Lumen).

#### LUMEN (aka CENTURYLINK):

In order to install fiber, Lumen discontinued service to portions of Yarrow Point ~12/2. To date I've received no information regarding when they will be back online. They are working near NE 47<sup>th</sup>/ 92<sup>nd</sup> throughout the month of March to complete their scope of work, but they are essentially complete inside the underground conversion area.

#### COMCAST:

Town staff received an executed agreement from the Comcast development team and verified on March 5<sup>th</sup>, 2025, that the "check is in the mail" for their share of the underground conversion project (\$289,370.92). This amount is reflected on this month's status report.

#### GRAY & OSBORNE:

Amendment No. 4 **was approved** at the 3/11/25 Town Council meeting. This final amendment **covered** inspection and closeout tasks for February and March 2025.

- **KING COUNTY ROADS**

The Town will participate in KC Road's 2025 Pavement Preservation Program to grind and overlay streets affected by the underground conversion.

We received a Transportation Improvement Board (TIB) grant for \$540,000 on Nov. 22, 2024, which at the time, was equivalent to King County's 30% construction estimate, less the Town's required 10% match. King County Roads 100% construction estimate (which includes inspection, project management, striping, and a 10% contingency) is \$689,000. It's worth noting however, that there is a provision in the TIB grant which allows the town to request additional grant funding if the project goes over budget.

The Town received approval from TIB to advertise the project on February 7, 2025, and King County is on track to bid the project in April. Yarrow Point staff applied for and received an Eagle Incidental Take Permit which was forwarded to the King County staff and will be included in the bidding documents.

As of **April 1<sup>st</sup>**, King County Roads expects to start Yarrow Point's grind and overlay in **mid-** June.

## PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Survey	100	March 2021	PACE/ Town Engineer	
<b><u>Final Design</u></b>				
PSE	100	2022-2023	Gray & Osborne/ Town Engineer	
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	100	Spring/Summer/ Fall 2024	Gray & Osborne/ Town Engineer	
Grind & Overlay	0	Summer 2025	Town Engineer	



## BUDGET OVERVIEW

CATEGORY	BUDGETED	EXPENDED	ON TRACK?	NOTES
Jan. 2021 – Mar. 2021 PACE Surveying Consultant Task Order No. 3	\$28,250	\$28,250		Completed
May 2022 – Dec. 2023 Puget Sound Energy (Sch. 74 Design Agreement)	Included in PSE Line Below	\$0		Contract Signed 06/13/22 100% Plans Rec'd: 12/2023 Design Fee 60/40 split; included in PSE line item below
Jan. 2022 – Mar. 12, 2024 Town Engineer Project Management		\$ 54,053.35		
Jan. 2023 – Jan. 27, 2024 Civil Engineering Consultant Gray & Osborne, Inc.	\$110,000	\$144,960.00		CIP S-3: \$50,000 Old CIP/ Budget CIP U-1: \$60,000 Old CIP/ Budget Contract Date: 1/10/23 \$127,300 Change Order No. 1 – \$5,500 Change Order No. 2 – \$12,160
Design Total:	\$138,250	\$227,263.35		
June 3, 2024 – Feb. 28, 2025 Fury Site Works Construction Contractor	\$2,057,472*	\$2,057,472.00		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: \$98,133.38 NOTE: Values in this row <b>include</b> final closeout Change Order No. 2 and retainage being held. Project was completed ~2.7% over the budget reallocated by CO#1.
Mar. 24 – <b>Mar. 22, 2025</b> Gray & Osborne Inspection, Surveying, Project Management Support	\$190,000	<b>\$158,500.00</b>		<b><u>G&amp;O Contract Amendment No. 3 –</u></b> Construction Inspection, Surveying, Project Management Support \$158,500; Budget is ~10% higher based on past project experience; Sallys Alley East is separate. <b><u>G&amp;O Contract Amendment No. 4 –</u></b> Construction Inspection and Project Management Support \$12,740
Mar. 13 – <b>Mar. 31, 2025</b> Town Engineer Project Management	\$97,500	<b>\$60,122.30</b>		<b><u>Town Expenses –</u></b> Estimated \$2,500 for permits Sallys Alley East is separate.
Winter 2024 PSE Schedule 74 (Power)	\$200,000	\$0		<b><u>NOTE:</u></b> PSE issues one final bill after the project is complete (Winter 2025). Anticipated cost is \$100,000 after 60/40 construction credit, but budget is higher to buffer against any potential increases.
Spring-Winter 2024 PSE Schedule 51 (Lights)	\$74,893	\$74,892.12		Complete; billed out 12/4/24
Spring-Winter 2024 10% Contingency	\$330,627*	<b>\$55,244.41</b> <b>\$12,740.00</b>		<b><u>NOTE:</u></b> All contingency expenditures must be approved by Town Council. *CO #1: +\$62,400 redistributed to contingency <b>Fury CO #2: Closeout Increase \$55,244.41</b> <b>G&amp;O Amendment #4: Increase by \$12,740.00</b>
Construction Total:	\$2,950,492	<b>\$2,418,970.83</b>		<b>\$2,517,104.21 w/ retainage being held</b>
Comcast Reimbursement:	\$0	<b>-\$289,370.92</b>		<b>Check “in the mail” as of March 5, 2025</b>
Summer 2025 – King County Roads	\$720,000**	\$0		Awarded \$540,000 TIB Grant 11/22/24 KC Roads 100% project estimate \$689,000 **Updated to reflect the latest CIP/TIP value plus 20% contingency in budget

Jan. 2021 – Mar. 31, 2025	\$3,808,742*	\$2,129,599.91		\$2,27,733.29 w/ retainage being held
Design and Const. Project Total:				

## 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 – Feb. 2024: Construction

March 2025: Project Closeout

- Staff will continue to work with G&O and Contractor to receive 3 government agency signoffs and ultimately release retainage.
- Miscellaneous activities file paperwork and package for any upcoming state audit review.

June 2025: Road Grind and Overlay

Account Number	Account Title	03/2025 Current year Actual	2025 Current year Budget	Remaining	Percentage
<b>GENERAL FUND #001</b>					
GENERAL FUND #001 Revenue Total:		361,075	1,468,064	1,106,989	25%
GENERAL FUND #001 Expenditure Total:		308,796	1,587,426	1,278,630	19%
Total GENERAL FUND #001:		52,279	-119,362	-171,641	-44%
<b>WETHERILL NAT PRES. FUND #023</b>					
WETHERILL NAT PRES. FUND #023 Revenue Total:		36,622	77,800	41,178	47%
WETHERILL NAT PRES. FUND #023 Expenditure Total:			90,250	90,250	0%
Total WETHERILL NAT PRES. FUND #023:		36,622	-12,450	-49,072	-294%
<b>PARKS AND OPEN SPACE FUND #040</b>					
PARKS AND OPEN SPACE FUND #040 Revenue Total:		575	38,000	37,425	2%
PARKS AND OPEN SPACE FUND #040 Expenditure Total:		1,531	45,000	43,469	3%
Total PARKS AND OPEN SPACE FUND #040:		-956	-7,000	-6,044	14%
<b>STREET FUND #101</b>					
STREET FUND #101 Revenue Total:		27,548	669,930	642,382	4%
STREET FUND #101 Expenditure Total:		34,758	965,811	931,053	4%
Total STREET FUND #101:		-7,210	-295,881	-288,671	2%
<b>STREET FUND #101</b>					
STREET FUND #101 Revenue Total:			26,000	26,000	0%
STREET FUND #101 Expenditure Total:			26,000	26,000	0%
Total STREET FUND #101:					0%
<b>COMMUNITY DEVELOPMNT FUND #104</b>					

Account Number	Account Title	03/2025 Current year Actual	2025 Current year Budget	Remaining	Percentage
<b>COMMUNITY DEVELOPMNT FUND #104 Revenue Total:</b>					
		101,842	513,175	411,333	20%
<b>COMMUNITY DEVELOPMNT FUND #104 Expenditure Total:</b>					
		64,305	599,933	535,628	11%
<b>Total COMMUNITY DEVELOPMNT FUND #104:</b>					
		37,537	-86,758	-124,295	-43%
<b>CAPITAL IMPROVEMNT I FUND #301</b>					
<b>CAPITAL IMPROVEMNT I FUND #301 Revenue Total:</b>					
		19,938	310,000	290,062	6%
<b>Total CAPITAL IMPROVEMNT I FUND #301:</b>					
		19,938	310,000	290,062	6%
<b>CURRENT YEAR CAPITAL FUND #311</b>					
<b>CURRENT YEAR CAPITAL FUND #311 Revenue Total:</b>					
		7,626	306,000	298,374	2%
<b>CURRENT YEAR CAPITAL FUND #311 Expenditure Total:</b>					
		112,095	690,000	577,905	16%
<b>Total CURRENT YEAR CAPITAL FUND #311:</b>					
		-104,469	-384,000	-279,531	27%
<b>STORMWATER FUND #401</b>					
<b>STORMWATER FUND #401 Revenue Total:</b>					
		18,415	194,456	176,041	9%
<b>STORMWATER FUND #401 Expenditure Total:</b>					
		23,643	180,616	156,973	13%
<b>Total STORMWATER FUND #401:</b>					
		-5,228	13,840	19,068	-38%
<b>AGENCY REMITTANCE FUND #631</b>					
<b>AGENCY REMITTANCE FUND #631 Revenue Total:</b>					
		26		-26	0%
<b>Total AGENCY REMITTANCE FUND #631:</b>					
		26		-26	0%
<b>WETHERILL ENDOWMENT FUND #701</b>					
<b>WETHERILL ENDOWMENT FUND #701 Revenue Total:</b>					
		561	2,200	1,639	26%

Account Number	Account Title	03/2025 Current year Actual	2025 Current year Budget	Remaining	Percentage
WETHERILL ENDOWMENT FUND #701 Expenditure Total:			2,200	2,200	0%
Total WETHERILL ENDOWMENT FUND #701:		561		-561	0%
Grand Totals:		29,100	-581,611	-610,711	-5%

**TOWN OF YARROW POINT**  
**SPECIAL JOINT TOWN COUNCIL AND PLANNING COMMISSION MEETING**  
**March 18, 2025**  
**6:00 p.m.**

The Town Council and the Planning Commission of the Town of Yarrow Point, Washington met in special joint session on Tuesday, March 18, 2025, at 6:00 p.m. in the Council Chambers of Town Hall.

**COUNCIL PRESENT:** Mayor Katy Harris; Councilmembers Steve Bush and Chuck Porter.

**PLANNING COMMISSION PRESENT:** Chair Carl Hellings, David Feller (remote), Chuck Hirsch, Debi Mishra, and Lee Sims.

**STAFF PRESENT:** Planner Aleksandr Romanenko, Town Attorney Emily Romanenko, and Deputy Clerk Austen Wilcox

**1. CALL TO ORDER:**

Chairman Hellings called the Planning Commission meeting to order at 6:06 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA:**

MOTION: Motion by Commissioner Hirsch seconded by Commissioner Sims to approve the agenda as presented.

VOTE: 5 for, 0 against. Motion carried.

**5. APPROVAL OF THE MINUTES:**

- February 18, 2025 Special Meeting

MOTION: Motion by Commissioner Hirsch, seconded by Commissioner Sims to approve the February 18, 2025 special meeting minutes as presented.

VOTE: 5 for, 0 against. Motion carried.

**6. PUBLIC COMMENT**

No comment.

**7. STAFF REPORTS**

- Planner Romanenko discussed draft development regulations
- Critical areas ordinance – for review at next meeting

**8. REGULAR BUSINESS**

**8.1 – Development Impact Fees**

Attorney Romanenko provided a high-level presentation of Development Impact Fees. The Planning Commission and Council members in attendance discussed.

MOTION: Motion by Chairman Hellings, seconded by Commissioner Mishra direct staff to further research impact fees as discussed at this meeting and to bring updates to the Town Council and Planning Commission.

VOTE: 5 for, 0 against. Motion carried.

## **8.2 – Development Regulation Updates**

The Planning discussed the updated to reflect the comments from the Planning Commission, incorporate staff recommendations, and administrative updates.

MOTION: Motion by Chairman Hellings, seconded by Commissioner Hirsch recommend to Council the draft code with mechanical equipment added, and red line edits for Council for review.

VOTE: 5 for, 0 against. Motion carried.

The Planning Commission discussed continuing reviewing subdivisions and short plats.

The Planning Commission discussed changing the start time from 7:00 pm to 6:00 pm.

MOTION: Motion by Chairman Hellings, seconded by Commissioner Hirsch recommend to Council to amend the Planning Commission meeting start time from 7:00 pm to 6:00 pm.

VOTE: 5 for, 0 against. Motion carried.

## **9. ADJOURNMENT:**

Motion by Chairman Hellings, seconded by Commissioner Hirsch to adjourn the meeting at 7:48 p.m. All voted in favor. Motion carried.

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Attest: Austen Wilcox, Deputy Clerk

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Carl Hellings, Chairman

**TOWN OF YARROW POINT  
TOWN PARK COMMISSION REGULAR MEETING  
March 25, 2025  
7:00 p.m.**

The Town Park Commission of the Town of Yarrow Point, Washington met in regular session on Tuesday, March 25, 2025, at 7:00 p.m. in the Council Chambers of Town Hall.

**PARK COMMISSION PRESENT:** Chair Carolyn Whittlesey, Park Commission Members Jim Bugbee, and Nancy Daltas

**PARK COMMISSION ABSENT:** Commissioners Robert Afzal and Amy Pellegrini

**STAFF PRESENT:** Deputy Clerk Austen Wilcox

**1. CALL TO ORDER**

Chair Whittlesey called the Park Commission meeting to order at 7:03 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**MOTION:** Motion by Park Commissioner Daltas, seconded by Park Commissioner Bugbee to move AB 8.3 – Points Drive Sign NE Project to the beginning of the agenda before 8.1 – Sally’s Alley East Design.

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

**5. APPROVAL OF THE MINUTES:**

**MOTION:** Motion by Park Commissioner Bugbee, seconded by Chair Whittlesey to approve February 25, 2025, regular minutes as amended.

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

**6. STAFF REPORTS**

**7. APPEARENCES/PUBLIC COMMENT**

None.

**8. REGULAR BUSINESS**

**8.3 – Points Drive Sign NE Project**

Commissioner Daltas provided an update on the progress made to the sign. Painting is expected to be completed by the first week of April.

**8.1 – Sally’s Alley East Design**

The Commission discussed the bids received and projected timeline for moving forward.

**8.2 – Spring Clean Up Day Planning & Tree Planting for Arbor Day**

The Park Commission discussed planning for cleanup day “Dirt-N-Doughnuts” on April 26.

Commissioner Daltas will craft a promotional sign for cleanup day.

Chair Whittlesey will create lists for each work area that need improvement.



The following areas were assigned on cleanup day:

- Town Entry beds
- Points Drive Sign
- Road End Beach
- Morningside Park/Town Hall

The Commission discussed the annual tree planting requirement for Arbor Day.

#### **9. ADJOURNMENT**

Motion by Park Commissioner Bugbee, seconded by Park Commissioner Daltas to adjourn the meeting at 8:42 p.m. All voted in favor. Motion carried.

VOTE: 3 for, 0 against. Motion carried.

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Chair, Carolyn Whittlesey

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Attest: Austen Wilcox, Deputy Clerk

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

### Consent Calendar

April 8, 2025

Consent Calendar	<b>Proposed Council Action:</b> Approve Consent Calendar
------------------	---

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:

- A. April Payment Approval in the amount of \$69,801.74 plus Payroll Report in the amount of \$43,243.47, for a total of \$113,045.21
- B. March 6, 2025 special Council meeting minutes
- C. March 11, 2025 Council meeting minutes
- D. WRIA 8 Interlocal Agreement
- E. Ordinance 765: Amending Planning Commission meeting start time from 7:00 p.m. to 6:00 p.m.
- F. Town Hall Timber Barrier Replacement - \$14,778.50 (\$13,435.00 + 10% Engineering)
- G. Approve amendments to the Purchasing Policy

#### **Recommended Action:**

Motion to approve the Consent Calendar as presented.

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
<b>Alexander Moore Homes</b>						
494	Alexander Moore Homes	20181B	Repair pagoda on 41st	03/28/2025	881.60	881.60
Total Alexander Moore Homes:					881.60	
<b>Banner Bank</b>						
700	Banner Bank	032025	AWS, msft, misc.	03/18/2025	560.98	
700	Banner Bank	032025	Office supplies	03/18/2025	417.40	
700	Banner Bank	032025	ROW Supplies	03/18/2025	411.11	
700	Banner Bank	032025	Constant Contact	03/18/2025	96.98	
700	Banner Bank	032025	Employee Training	03/18/2025	140.00	
700	Banner Bank	032025	Phones, internet, fax	03/18/2025	540.05	
700	Banner Bank	032025	Pruner, misc.	03/18/2025	82.86	
700	Banner Bank	032025	Finance Charge	03/18/2025	47.52	12,130.66
Total Banner Bank:					2,296.90	
<b>CASELLE, INC.</b>						
1300	CASELLE, INC.	032025	Monthly contract - April	04/01/2025	805.56	3,962.24
Total CASELLE, INC.:					805.56	
<b>CODE PUBLISHING</b>						
108	CODE PUBLISHING	GC00129718	Update code on website	03/19/2025	830.00	
108	CODE PUBLISHING	GC10016983	Update code	03/17/2025	51.80	1,443.19
Total CODE PUBLISHING:					881.80	
<b>CRYSTAL AND SIERRA SPRINGS</b>						
1046	CRYSTAL AND SIERRA SPRING	032025	Town Hall water cooler	03/08/2025	73.72	305.26
Total CRYSTAL AND SIERRA SPRINGS:					73.72	
<b>Gray &amp; Osborne, Inc.</b>						
9043	Gray & Osborne, Inc.	25-12	94th UGC & SW Project	03/28/2025	16,373.76	47,497.85
Total Gray & Osborne, Inc.:					16,373.76	
<b>ISOOutsource</b>						
1301	ISOOutsource	CW308343	Monthly vulnerability management	03/21/2025	110.20	2,267.70
Total ISOOutsource:					110.20	
<b>Klean Lots</b>						
538	Klean Lots	2876	Street Cleaning	04/01/2025	515.00	
538	Klean Lots	2876	Street Cleaning	04/01/2025	515.00	4,120.00
Total Klean Lots:					1,030.00	
<b>MUNICIPAL SERVICES LLC</b>						
350	MUNICIPAL SERVICES LLC	032025	Code Enforcement	03/31/2025	160.45	
350	MUNICIPAL SERVICES LLC	032025	Building Permit Inspections	03/31/2025	3,999.10	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
350	MUNICIPAL SERVICES LLC	032025	Mechanical-Plumbing Permit Inspections	03/31/2025	1,076.50	
350	MUNICIPAL SERVICES LLC	032025	Plan Review	03/31/2025	1,156.25	
350	MUNICIPAL SERVICES LLC	032025	Invoice prep	03/31/2025	281.25	26,064.47
Total MUNICIPAL SERVICES LLC:					6,673.55	
<b>NORTHWEST CIVIL SOLUTIONS</b>						
450	NORTHWEST CIVIL SOLUTIONS	032025	94th Ave UGC & Stormwater Project	03/31/2025	6,476.25	
450	NORTHWEST CIVIL SOLUTIONS	032025	Pre-applications	03/31/2025	123.75	
450	NORTHWEST CIVIL SOLUTIONS	032025	Site Development Permits	03/31/2025	2,062.50	
450	NORTHWEST CIVIL SOLUTIONS	032025	Right of Way Use Permits	03/31/2025	825.00	
450	NORTHWEST CIVIL SOLUTIONS	032025	General Administration	03/31/2025	2,021.25	29,887.65
Total NORTHWEST CIVIL SOLUTIONS:					11,508.75	
<b>Ogden Murphy Wallace</b>						
1390	Ogden Murphy Wallace	022025	Council	03/19/2025	660.00	
1390	Ogden Murphy Wallace	022025	Land Use	03/19/2025	1,485.00	
1390	Ogden Murphy Wallace	022025	Mayor/Executive	03/19/2025	561.00	
1390	Ogden Murphy Wallace	022025	Sally's Alley ROW	03/19/2025	165.00	
1390	Ogden Murphy Wallace	022025	Code Enforcement	03/19/2025	297.00	
1390	Ogden Murphy Wallace	022025	Public Works	03/19/2025	297.00	31,885.00
Total Ogden Murphy Wallace:					3,465.00	
<b>Pace Engineers, INC.</b>						
1152	Pace Engineers, INC.	94815	4441 91st Ave SW Proj.	03/06/2025	9,708.75	
1152	Pace Engineers, INC.	94815	Surveyor for 3801 95th	03/06/2025	2,000.00	11,708.75
Total Pace Engineers, INC.:					11,708.75	
<b>PUGET SOUND ENERGY</b>						
604	PUGET SOUND ENERGY	032025	Town Hall Service - 2 mos	03/21/2025	833.43	
604	PUGET SOUND ENERGY	032025	Street Lights - 2 mos	03/21/2025	1,930.25	6,582.59
Total PUGET SOUND ENERGY:					2,763.68	
<b>SBN Planning LLC</b>						
154	SBN Planning LLC	032025	Building Permits	03/31/2025	1,251.87	
154	SBN Planning LLC	032025	Mechanical permits	03/31/2025	86.34	
154	SBN Planning LLC	032025	General Administration	03/31/2025	1,939.74	
154	SBN Planning LLC	032025	Pre-applications	03/31/2025	129.50	
154	SBN Planning LLC	032025	Shoreline Exemption	03/31/2025	690.68	
154	SBN Planning LLC	032025	Critical areas	03/31/2025	1,813.03	
154	SBN Planning LLC	032025	Middle Housing	03/31/2025	906.52	
154	SBN Planning LLC	032025	Consolidated Permit Review	03/31/2025	1,208.69	
154	SBN Planning LLC	032025	Climate Planning	03/31/2025	388.51	32,288.49
Total SBN Planning LLC:					8,414.88	
<b>Starbird Environmental</b>						
543	Starbird Environmental	032025	Tree permr related	03/20/2025	464.49	
543	Starbird Environmental	032025	General Admin.	03/20/2025	2,085.25	2,549.74
Total Starbird Environmental:					2,549.74	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
<b>THE SEATTLE TIMES</b>						
192	THE SEATTLE TIMES	69208	Ordinance 764 publication	03/31/2025	108.90	978.75
Total THE SEATTLE TIMES:					108.90	
<b>Zebra Printing</b>						
464	Zebra Printing	64649	Arborist business cards	03/13/2025	154.95	154.95
Total Zebra Printing:					154.95	
Grand Totals:					69,801.74	

Certification of the Consent Calendar as presented including the Payment Approval Report dated 04/02/2025 approving payments as shown totaling \$69,801.74 plus payroll, tax, and benefit expenses of \$43,243.47, as shown on the attached payroll & tax and benefits report, for a grand total of \$113,045.21.

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

Dated: April 8, 2025

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

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

Councilmember:

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

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

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

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

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

## Report Criteria:

Includes all check types

Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
03/31/2025	CDPT		0	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fami	999-1010110	216.70-	
03/31/2025	PC	03/25/2025	3202501	Lovas, Istvan	9002		999-1010110	5,476.18-	D
03/31/2025	PC	03/25/2025	3202502	Wilcox, Austen	9037		999-1010110	5,608.39-	D
03/31/2025	PC	03/25/2025	3202503	Ritter, Bonnie	9041		999-1010110	8,483.29-	D
03/31/2025	PC	03/25/2025	3202504	Harris, Kathryn K	9047		999-1010110	3,878.53-	D
03/31/2025	CDPT	03/18/2025	82320340	Association of Washington Cities	9	Health and Dental Insurance Visio	999-1010110	4,168.00-	
03/31/2025	CDPT	03/18/2025	82320341	DEPT OF RETIREMENT SYSTEM	1	State Retirement PERS II Pay Per	999-1010110	5,094.69-	
03/31/2025	CDPT	03/18/2025	82320342	Federal Tax	2	941 Taxes Federal Withholding Tax	999-1010110	9,763.97-	
03/31/2025	CDPT	03/19/2025	82320343	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compensa	999-1010110	340.71-	
03/31/2025	CDPT	03/19/2025	82320344	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security Pay	999-1010110	65.86-	
03/31/2025	CDPT	04/01/2025	82320345	WA Cares	10	WA CARES Long Term Ins. Pay P	999-1010110	147.15-	
Grand Totals:								43,243.47-	
			11						

**TOWN OF YARROW POINT  
COUNCIL MEETING MINUTES  
March 6, 2025  
4:00 p.m.**

The Town Council of the Town of Yarrow Point, Washington met in special study session on Thursday, March 6, 2025, at 4:00 p.m. in the Council Chambers of Town Hall.

**PRESENT:** Mayor Katy Harris; Councilmembers Steve Bush, Chuck Porter, and Kathy Smith (remote)

**ABSENT:** Councilmembers Michael Hyman and Stephan Lagerholm

**STAFF PRESENT:** Clerk-Treasurer Bonnie Ritter

**1. CALL TO ORDER:**

Mayor Katy Kinney Harris called the meeting to order at 4:04 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. Discussion Regarding Staffing**

The Mayor and Council discussed staffing scenarios for the Town. No action was taken.

Mayor Harris left the meeting at 5:57 p.m. and she assigned Councilmember Bush to preside.

**5. ADJOURNMENT**

Motion by Porter, seconded by Bush to adjourn at 6:05 p.m. All voted in favor. Motion carried.

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

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

**TOWN OF YARROW POINT  
COUNCIL MEETING MINUTES  
March 11, 2025  
4:00 p.m.**

The Town Council of the Town of Yarrow Point, Washington met in regular session on Tuesday, March 11, 2025, at 4:00 p.m. in the Council Chambers of Town Hall.

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

**STAFF PRESENT:** Clerk-Treasurer Bonnie Ritter, Town Attorney Emily Romanenko (remote), Deputy Clerk Austen Wilcox, Planner Aleksander Romanenko (remote), Engineer Stacia Schroeder

**1. CALL TO ORDER:**

Mayor Katy Kinney Harris called the meeting to order at 4:04 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

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

**5. STAFF REPORTS**

- A. Police Report for January
- B. Fire-EMS Report
- C. Town Engineer Report – 94<sup>th</sup> Ave NE UGC and Stormwater Project.
- D. Planner Aleksander Romanenko reported on development regulation updates
- E. Deputy Clerk Wilcox gave a report on the feasibility of outdoor surveillance for dog waste violators.
- F. Commission Minutes
  - February 18, 2025 Planning Commission Minutes
  - February 25, 2025 Park Commission Minutes

**6. APPEARANCES / PUBLIC COMMENT**

Lee Roberts informed the Council of the repeated issue he has, living next to the beach, with parking violators, late night/early morning cars sitting in front of his driveway, etc. He suggested installing a street light down by the beach, or reducing beach hours and having them enforced.

Motion by Bush, seconded by Lagerholm to direct staff to research what can be done to rectify this problem, i.e., painting the street with no parking, increasing patrol, etc, and put this on the April Council agenda for consideration. All voted in favor. Motion carried.

**7. CONSENT AGENDA**

Motion by Lagerholm, seconded by Porter to approve the Consent Calendar, with the exception of the invoice for \$66,975.87 from Fury Site Works, which will be addressed later in the meeting. All voted in favor. Motion carried.



- A. March Payment Approval in the amount of \$137,749.72 plus Payroll Report in the amount of \$43,216.78, for a total of \$180,966.50
- B. February 11, 2025 Council meeting minutes
- C. Ordinance No.764: Amending Code as it relates to donations
- D. Ratify all actions from February meeting
- E. Public Records Act Policy and Administrative Rules

## **8. REGULAR BUSINESS**

### **8.1. Fury Site Works Closeout**

Motion by Porter, seconded by Hyman to approve Fury Site Works, Inc. Pay Estimate No. 9 in the amount of \$66,975.87 which requires contingency funds in the amount of \$55,244.41 and authorize Town staff to sign the Final Contract Voucher and Closeout Change order No.2.

### **8.2 Gray & Osborne – Town Wide Stormwater and UGC Amendment #4**

MOTION by Bush, seconded by Lagerholm to approve Amendment No. 4 for a not-to-exceed cost of \$12,740, the full amount of which shall be deducted from the contingency fund for the project. All voted in favor. Motion carried.

### **8.3 Sally's Alley Update**

Park Commissioner Robert Afzal presented the Council with a updated plan for Sally's Alley East that showed a reduction in scope and proposed cost. The Commission will obtain more accurate costs for the April meeting.

### **8.4 New Planning Commission Appointment**

Motion by Hyman, seconded by Smith to appoint Debi Mishra to the Planning Commission to complete Jeffrey Shiu's term expiring December 31, 2028. All voted in favor. Motion carried.

### **8.5 Crosswalk Safety Flags for Crosswalk on 92<sup>nd</sup> at Town Entry**

Deputy Clerk Wilcox presented an option for "See Me Flags" that could be placed at the 92<sup>nd</sup> Ave crosswalk just north of the roundabout at the Town Entry. This is an option to the flashing lights that were discussed at the last meeting.

Motion by Bush, seconded by Lagerholm to direct staff to get a proposal for the purchase and installation of blinking lights at the crosswalk across 92<sup>nd</sup> Ave, just north of the roundabout. All voted in favor. Motion carried.

### **8.6 Pickleball Noise Complaints**

A neighbor has complained about pickleball noise in early morning and evening hours.

Motion by Lagerholm, seconded by Hyman to direct staff to research possible solutions to the problem, not to exceed \$5,000. The following voted in favor: Hyman and Lagerholm. The following voted against: Bush, Porter and Smith. Motion failed.

Attorney Romanenko suggested not spinning our wheels if the suggested solutions are outside of the Town's budget. She suggested disseminating the information given by the complainant and present these at the next Council meeting. Bush also volunteered to meet with the resident for possible solutions. No action was taken.

#### **9. MAYOR'S REPORT**

Mayor Harris informed the Council that there will be a joint Council and Planning Commission meeting on March 18<sup>th</sup> where the Planner and Attorney will share a presentation on impact fees. She also updated the Council on legislative issues.

#### **10. OLD BUSINESS**

Mayor Harris stated that as a result of the recent study session, the job description for the Mayor needs to be spelled out, along with a decision on the scope of this position. Council discussion followed with regards to the feasibility of this position being full time or part time.

Motion by Bush to direct staff, in conjunction with the Town Attorney, to prepare a comprehensive job description for the Mayor, to be brought back for Council consideration at the April Council meeting. Bush withdrew this motion.

Motion by Bush, seconded by Lagerholm to direct staff in conjunction with the Town Attorney, to prepare a comprehensive job description with compensation for the Mayor, to be brought back for Council consideration at the April meeting. All voted in favor. Motion carried.

#### **11. COUNCIL ROUNDTABLE AND REQUESTS FOR FUTURE AGENDA ITEMS**

#### **12. EXECUTIVE SESSION (if necessary)**

There was no executive session.

#### **13. ADJOURNMENT**

Motion by Hyman, seconded by Lagerholm to adjourn at 6:55 p.m. All voted in favor. Motion carried.

---

Katy Kinney Harris, Mayor

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Attest: Bonnie Ritter, Clerk-Treasurer

<b>WRIA 8 – Interlocal Agreement for Chinook Salmon Conservation Planning</b>	<b>Proposed Council Action: Approval with the Consent Agenda</b>
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<b>Presented by:</b>	Mayor Harris
<b>Exhibits:</b>	Interlocal Agreement ILA Cost Share for 2025 10-Year Fact Sheet

**Summary:**

The current WRIA 8 Interlocal Agreement (ILA) between the 29 local government partners expires December 31, 2025. The ILA provides a mechanism and governance structure for the joint funding, planning, and implementation of priority salmon recovery projects and programs. The ILA and the memorandum of understanding between King County as WRIA 8 service provider and the Salmon Recovery Council (SRC) need to be renewed to continue the WRIA 8 salmon recovery effort. The new ILA is intended to be ratified by December 31, 2025 and effective on January 1, 2026. Carl Scandella is our Town Representative to the WRIA 8.

The current WRIA 8 ILA has served partner governments well and no major changes have been identified to the purpose, structure, or function of the Salmon Recovery Council or Management Committee. Therefore, the proposed draft ILA largely reflects clerical edits and reorganization to improve clarity, reflect current practice, and make the ILA more concise. The renewed ILA will be effective by January 1, 2026, or when at least 9 jurisdictions representing at least 70% of the population of WRIA 8 have signed the ILA. Yarrow Point's Partner Cost Share for the 2025 budget is \$1,108, based on a formula considering population, Assessed value and square miles. Please see the attached Cost Share Table for more information.

**Recommended Action:**

For approval as part of the Consent Agenda

## INTERLOCAL AGREEMENT

For Chinook Salmon Conservation Planning for the Watershed Basins within  
Water Resource Inventory Area 8

### PREAMBLE

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington (RCW) by and among the eligible governments signing this agreement that are located in King and Snohomish Counties, lying wholly or partially within the management area of the Lake Washington/Cedar/Sammamish Watershed or Watershed Resource Inventory Area ("WRIA") 8, which includes all or portions of the Lake Washington, Cedar River, and Sammamish River basins, all political subdivisions of the State of Washington (individually for those signing this Agreement, "party", and collectively "parties").

**WHEREAS**, the parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains for purposes of implementing the WRIA 8 Chinook Salmon Conservation Plan ("WRIA 8 Plan") and improving watershed health for the watershed basins in WRIA 8 and wish to provide for funding and implementation of various activities and projects therein; and

**WHEREAS**, Puget Sound Chinook salmon, including the WRIA 8 Cedar and Sammamish populations, were listed as threatened under the Endangered Species Act (ESA) in 1999 and steelhead trout were listed as threatened under ESA in 2007; and

**WHEREAS**, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Chinook salmon; and

**WHEREAS**, the parties recognize achieving WRIA 8 salmon recovery and watershed health goals requires a recommitment to, and acceleration of, the collaborative implementation and funding of salmon recovery and watershed conservation actions, and

**WHEREAS**, the parties have executed Interlocal Agreement for the years 2001-2005 to develop the WRIA 8 Plan, contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

**WHEREAS**, the parties took formal action in 2005 to ratify the WRIA 8 Plan, and

**WHEREAS**, the parties have executed the 2001-2005 Interlocal Agreement, and extensions for the years 2007-2015 and 2016-2025 to implement the WRIA 8 Plan and improve watershed health; and

**WHEREAS**, the parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the ESA; and

**WHEREAS**, the parties have participated for 20 years in prioritizing and contributing resources and funds for implementing projects and programs to protect and restore salmon habitat and watershed health; and

**WHEREAS**, the parties wish to monitor and evaluate implementation of the WRIA 8 Plan through adaptive management; and

**WHEREAS**, the parties wish to continue to identify, coordinate, and implement habitat, water quality, flood hazard reduction, and water quantity projects in the watersheds; and

**WHEREAS**, the parties recognize climate change is likely to affect watershed ecosystem function and processes, and salmon habitat restoration actions are a proactive approach to making the watershed ecosystem more resilient to changing conditions, which supports watershed health for human communities and salmon populations; and

**WHEREAS**, the parties have an interest in participating on the Puget Sound Salmon Recovery Council and other groups associated with Puget Sound recovery because of the contributions of the Lake Washington/Cedar/Sammamish Watershed to the overall health of Puget Sound and to collectively seek funding to implement the WRIA 8 Plan; and

**WHEREAS**, the parties have an interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the WRIA 8 Plan; and

**WHEREAS**, the parties have an interest in supporting implementation of the Puget Sound Partnership Action Agenda to restore the health of Puget Sound as it relates to salmon recovery and WRIA 8 priorities; and

**WHEREAS**, the parties recognize the importance of efforts to protect and restore habitat for multiple species in WRIA 8, including Lake Sammamish kokanee, and will seek opportunities to partner and coordinate Chinook recovery efforts with these other efforts where there are overlapping priorities and benefits; and

**WHEREAS**, the parties have an interest in achieving multiple benefits by integrating salmon recovery planning and actions with other regional efforts, including floodplain management, stormwater management, water quality improvement, etc.; and

**WHEREAS**, the parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently;

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

## MUTUAL COVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1. **ELIGIBLE GOVERNMENTS:** The governments eligible for participation in this Agreement as parties are state, local, and federally recognized Indian tribal governments, state and local agencies, and special purpose districts within WRIA 8 boundary.
  - 1.2. **WRIA 8 ILA Parties:** The Parties to the WRIA 8 Interlocal Agreement (“Party” or “Parties”) are the *Eligible Governments* who sign this Agreement and are responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the *WRIA 8 Salmon Recovery Council*.
  - 1.3. **WRIA 8 SALMON RECOVERY COUNCIL:** The *WRIA 8 Salmon Recovery Council* created herein is the governing body responsible for implementing this Agreement and is comprised of *Party* representatives and *Stakeholders*. The *WRIA 8 Salmon Recovery Council* is a voluntary association of *Eligible Governments* located wholly or partially within the management area of WRIA 8. The *WRIA 8 Salmon Recovery Council* shall be responsible for making recommendations for implementing the *WRIA 8 Plan* to the *Parties*.
  - 1.4. **LAKE WASHINGTON/CEDAR/SAMMAMISH WATERSHED (WRIA 8) CHINOOK SALMON CONSERVATION PLAN:** The *WRIA 8 Chinook Salmon Conservation Plan* (*WRIA 8 Plan*) as referred to herein is the three volume document, the 2017 update to the WRIA 8 Plan, and any subsequent updates adopted in accordance with the procedures provided for in Section 6 below, developed in partnership with *Stakeholders* and ratified by the *Parties* for the purposes of preserving, protecting, and restoring habitat with the intent to recover listed species, including sustainable, genetically diverse, harvestable populations of naturally spawning Chinook salmon.
  - 1.4. **MANAGEMENT COMMITTEE:** *Management Committee* as referred to herein is chosen by *Party* representatives, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on behalf of the *Parties* as provided in Section 4.2.
  - 1.5. **SERVICE PROVIDER:** *Service Provider*, as used herein, means that agency, government, consultant or other entity which supplies staffing or other resources to and for the *WRIA 8 Salmon Recovery Council*, in exchange for payment. The *Service Provider* may be a party to this Agreement.
  - 1.6. **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 8 Salmon Recovery Council*, as it may require, in accordance with the requirements of Chapter 39.34 RCW.

1.7 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 8 who reflect the diverse interests integral for planning, implementation, and adaptive management of the **WRIA 8 Plan**.

2. **PURPOSES.** The purposes of this Agreement include the following:

2.1 To provide a mechanism and governance structure for the implementation and adaptive management of the **WRIA 8 Plan**.

2.2 To share the cost of the WRIA 8 Service Provider team to coordinate and provide the services necessary for the successful implementation and management of the **WRIA 8 Plan**. The maximum financial or resource obligation of any participating eligible jurisdiction under this Agreement shall be limited to its share of the cost of the Service Provider staff and associated operating costs.

2.3 To provide a mechanism for securing technical assistance and funding from state agencies or other sources.

2.4 To provide a mechanism for the implementation of other multiple benefit habitat, water quality and floodplain management projects with local, regional, state, federal and non-profit funds as may be contributed to or secured by the **WRIA 8 Salmon Recovery Council**.

2.5 To annually recommend WRIA 8 salmon recovery programs and projects for funding by the King County Flood Control District through the District's Cooperative Watershed Management grant program.

2.6 To serve as the salmon recovery "Lead Entity" as designated by state law (Chapter 77.85 RCW) for WRIA 8. The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local technical and citizen committees to annually recommend WRIA 8 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 8 in Puget Sound region and statewide salmon recovery forums.

2.7 To provide a framework for cooperation and coordination among the parties on issues relating to the implementation of the **WRIA 8 Plan** and to meet the requirement or a commitment by any party to participate in WRIA-based or watershed basin planning in response to any state or federal law which may require such participation as a condition of any funding, permitting or other program of state or federal agencies, at the discretion of such party to this Agreement.

2.8 To develop and articulate WRIA-based positions on salmon habitat, conservation, and funding to state and federal legislators.

2.9 To provide for the ongoing participation of residents and other **Stakeholders** in salmon recovery and other watershed efforts and to ensure continued public outreach efforts to

educate and garner support for current and future watershed and ESA listed species response efforts in accordance with the **WRIA 8 Plan**.

- 2.10 To provide information for parties to use to inform land use planning, regulations, and outreach and education programs.
- 2.11 To provide a mechanism for on-going monitoring and adaptive management of the **WRIA 8 Plan** as defined in the Plan.

It is not the purpose or intent of this Agreement to create, supplant, preempt, or supersede the authority or role of any individual jurisdiction or water quality policy bodies such as the Regional Water Quality Committee.

- 3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective on execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population, as authorized by each **Parties'** legislative body, and further provided that after such signatures this Agreement has been filed by King County and Snohomish County in accordance with the terms of RCW 39.34.040 and 200. Once effective, this Agreement shall remain in effect through December 31, 2035; provided, however, that this Agreement may be extended for such additional terms as the parties may agree to in writing, with such extension being effective upon its execution by at least nine (9) of the **Eligible Governments** representing at least seventy percent (70%) of the affected population of WRIA 8.
- 4. **ORGANIZATION AND MEMBERSHIP.** The parties hereby establish **WRIA 8 Salmon Recovery Council** to serve as the formal governance structure for carrying out the purposes of this Agreement in collaboration with **Stakeholders**.
  - 4.1 Each **Party** shall appoint one (1) elected official and one (1) alternate to serve as its representative on the **WRIA 8 Salmon Recovery Council**. The alternate representative may be a different elected official or senior staff person. **Party** representatives shall be responsible for maintaining the **Party's** status as an active party by attending **WRIA 8 Salmon Recovery Council** meetings. A **Party** representative's position will be considered inactive on the third consecutive absence and shall not be included in calculating a quorum under Section 5.1. **Stakeholders** shall be appointed or removed by **Party** representatives using the voting provisions of Section 5.3 of this Agreement.
  - 4.2 Upon the effective execution of this agreement and the appointment of representatives to the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall meet and choose from among the **Party** representatives, according to the voting provisions of Section 5, at least five (5) elected officials or their designees, to serve as a **Management Committee** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget, work program, and such other directions as may be provided by the **WRIA 8 Salmon Recovery Council**. Representatives of the **Fiscal Agent** and **Service Provider**



may serve as non-voting ex officio members of the **Management Committee**. The **Management Committee** shall act as an executive subcommittee of the **WRIA 8 Salmon Recovery Council**, responsible for oversight and evaluation of any **Service Providers** or consultants, administration of the budget and work program, and for providing recommendations on administrative matters to the **WRIA 8 Salmon Recovery Council** for action, consistent with the other subsections of this section.

- 4.3 The **Service Provider** to the **WRIA 8 Salmon Recovery Council** for the term of this agreement shall be King County Department of Natural Resources and Parks, unless the **Parties**, pursuant to the voting provisions of Section 5, choose another primary **Service Provider**. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by an authorized representative of the **Service Provider** and an authorized representative of **WRIA 8 Salmon Recovery Council**, which shall set out the expectations for services to be provided. Services should include, without limitation, identification of, and job descriptions for, dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.

4.3.1 The **Management Committee** shall make recommendations to the **WRIA 8 Salmon Recovery Council** for action, including decisions related to work program, staffing and service agreements, and budget and financial operations, annually for each year of this Agreement. All duties of the **Management Committee** shall be established by the **WRIA 8 Salmon Recovery Council**.

- 4.4 By October 1 of each year, the **WRIA 8 Salmon Recovery Council** shall develop and approve an annual budget, establishing the level of funding and total resource obligations of the **Parties** which are to be allocated on a proportional basis according to the average of the population, assessed valuation and area attributable to each **Parties**, in accordance with the formula set forth in Exhibit A, which formula shall be updated every third year by the **WRIA 8 Salmon Recovery Council**. Individual cost shares may change more frequently than every three years for **Parties** involved in an annexation that changes the area, population, and assessed value calculation of such party to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. For parties that are not county or city governments, the level of funding and resource obligation will be determined in communications with the **Management Committee**, which will develop a recommendation for review and approval by the **WRIA 8 Salmon Recovery Council**.

- 4.5 **Party** representatives of the **WRIA 8 Salmon Recovery Council** shall oversee and administer the expenditure of budgeted funds and allocate resources contributed by each

**Party** or obtained from other sources in accordance with implementation and adaptive management of the **WRIA 8 Plan** during each year of this Agreement.

- 4.6 The **WRIA 8 Salmon Recovery Council** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement and provide for whatever actions deemed appropriate and necessary to ensure that quality services are efficiently, effectively, and responsibly delivered in the performance of the purposes of this Agreement. The performance of the Service Provider and Fiscal Agent shall be assessed every two years starting in 2027. In evaluating the performance of any **Service Provider**, the **WRIA 8 Salmon Recovery Council** may retain an outside consultant to perform a professional assessment of the work and services so provided.
- 4.7 The **WRIA 8 Salmon Recovery Council** through the primary **Service Provider** may contract with similar watershed forum governing bodies or any other entities for any lawful purpose related hereto, including specific functions and tasks which are initiated and led by another party to this Agreement beyond the services provided by the primary **Service Provider**. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purposes. Nothing in this Agreement shall be construed as creating a separate legal or administrative entity. The **Parties** acknowledge neither the **WRIA 8 Salmon Recovery Council** nor the **Management Committee** is a separate legal entity.
- 4.8 The **WRIA 8 Salmon Recovery Council** shall adopt operating and voting procedures for its deliberations, but such procedures shall not affect the voting provisions contained in Section 5. The **WRIA 8 Salmon Recovery Council** shall also adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** on the **WRIA 8 Salmon Recovery Council** shall make decisions; approve scopes of work, budgets, priorities and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties** at the meeting, or by a majority recommendation agreed upon by the active **Parties**, as specified in Section 4.1, with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below. No action or binding decision will be taken by the **WRIA 8 Salmon Recovery Council** without the presence of a quorum of active **Parties**. A quorum exists if a majority of the active **Parties'** representatives are present

at the **WRIA 8 Salmon Recovery Council** meeting, provided that positions left vacant on the **WRIA 8 Salmon Recovery Council** by **Parties** shall not be included in calculating the quorum.

- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **WRIA 8 Salmon Recovery Council**, the **WRIA 8 Salmon Recovery Council** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **WRIA 8 Salmon Recovery Council** action.
- 5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **WRIA 8 ILA Parties** shall be determined by the percentage of the annual contribution by each **Party** set in accordance with Subsection 4.4 in the year in which the vote is taken.
- 5.2.3 For any action subject to weighted voting to be deemed approved, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**. A vote of abstention shall be recorded as a “no” vote.
- 5.3 The **WRIA 8 Salmon Recovery Council** may deem it appropriate to appoint to the **WRIA 8 Salmon Recovery Council** non-party **Stakeholder**.
- 5.3.1 Nomination of **Stakeholder** may be made by any **Party** representative to the **WRIA 8 Salmon Recovery Council**. Appointment to the **WRIA 8 Salmon Recovery Council** of a **Stakeholder** requires either consensus or a dual majority vote of the **Parties** as provided in Section 5.2.
- 5.3.2 **Party** representatives on the **WRIA 8 Salmon Recovery Council** may deem it appropriate to allow **Stakeholders** to vote on particular **WRIA 8 Salmon Recovery Council** decisions. The **WRIA 8 Salmon Recovery Council** may determine which issues are appropriate for non-party voting by either consensus or majority as provided in Section 5.1, except in the case where legislation requires non-party member votes. **Stakeholders** shall not cast a vote for decisions subject to voting under Section 5.2.
- 5.3.3 Decisions of the entire **WRIA 8 Salmon Recovery Council** shall be made using a consensus model as much as possible. Voting of the entire **WRIA 8 Salmon Recovery Council** will be determined by consensus or majority as provided in Section 5.1.
- 5.3.4 By accepting appointment to the **WRIA 8 Salmon Recovery Council**, **Stakeholders** agree to follow the operating and voting procedures established by Section 4.8 and shall not distribute any version or amendment to the **WRIA 8 Plan** which has not been ratified consistent with Section 6.5.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE WRIA 8 CHINOOK SALMON CONSERVATION PLAN.** The **WRIA 8 Plan** shall be implemented consistent with the following:
- 6.1 The **WRIA 8 Salmon Recovery Council** shall provide information to the **Parties** regarding progress in achieving the goals and objectives of the **WRIA 8 Plan**. Recommendations of the **WRIA 8 Salmon Recovery Council** are to be consistent with the purposes of this Agreement. The **WRIA 8 Salmon Recovery Council** may authorize additional advisory bodies on priority topics such as subcommittees and work groups.
  - 6.2 The **WRIA 8 Salmon Recovery Council** shall act to approve or remand any **WRIA 8 Plan** amendments prepared and recommended by the committees of the **WRIA 8 Salmon Recovery Council** within ninety (90) calendar days of receipt of the plan amendments, according to the voting procedures described in Section 5. In the event any amendments are not so approved, they shall be returned to the committees of the **WRIA 8 Salmon Recovery Council** for further consideration and amendment and thereafter returned to the **WRIA 8 Salmon Recovery Council** for decision.
  - 6.3 After approval of the **WRIA 8 Plan** amendments by the **WRIA 8 Salmon Recovery Council**, the plan amendments shall be referred to the **Parties** for ratification prior to the submission to any federal or state agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the jurisdiction's legislative body, by at least nine (9) jurisdictions within WRIA 8 representing at least seventy per cent (70%) of the total population of WRIA 8. Upon ratification, the **WRIA 8 Salmon Recovery Council** shall transmit the updated **WRIA 8 Plan** to any state or federal agency as may be required for further action.
  - 6.4 In the event that any state or federal agency to which the **WRIA 8 Plan** or amendments thereto are submitted shall remand the **WRIA 8 Plan** or amendments thereto for further consideration, the **WRIA 8 Salmon Recovery Council** shall conduct such further consideration and may refer the plan or amendments to the committees of the **WRIA 8 Salmon Recovery Council** for recommendation on amendments thereto.
  - 6.5 The **Parties** agree that any amendments to the **WRIA 8 Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state, or federal agency unless the changes have been approved and ratified as provided herein.
7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**
- 7.1 Each **Party** shall be responsible for meeting its individual financial obligations hereunder as described in Section 2.2 and established in the annual budget adopted by the **WRIA 8 Salmon Recovery Council** under this Agreement and described in Section 4.4.

- 7.2 The maximum funding responsibilities imposed upon the **Party** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **WRIA 8 Salmon Recovery Council** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other responsibilities (e.g., staffing) of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 8. The **Parties** shall thereafter take whatever separate legislative or other actions that may be necessary to timely address such individual responsibilities under the proposed budget and shall have done so no later than December 1 of each such year.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **WRIA 8 Salmon Recovery Council** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **WRIA 8 Salmon Recovery Council** pursuant to rules and procedures established and agreed to by the **WRIA 8 Salmon Recovery Council**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.
8. **LATECOMERS.** Any **Eligible Government** may become a **Party** only with the written consent of all the **Parties**. The provisions of Section 5 otherwise governing decisions of the **WRIA 8 Salmon Recovery Council** shall not apply to this section. The **WRIA 8 Salmon Recovery Council** and the **Eligible Government** seeking to become a party shall jointly determine the terms and conditions under which the **Eligible Government** may become a **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **Fiscal Agent**. The amount of payment is determined jointly by the **WRIA 8 Salmon Recovery Council** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **WRIA 8 Salmon Recovery Council** and the **Parties** on its behalf as of the date the **Eligible Government** becomes a **Party**. Any **Eligible Government** that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties** to this Agreement.
9. **TERMINATION.**
- 9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The

terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **WRIA 8 Salmon Recovery Council** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

- 9.2 This Agreement may be terminated at any time by the written agreement of all **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the parties pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing party if such **Party** can be identified, and if the party cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.
10. **PROPERTY:** The **Parties** do not contemplate a need to acquire or hold property to facilitate the purpose of this agreement. To the extent property is acquired on behalf of the **WRIA 8 Salmon Recovery Council**, the ownership of said property shall be retained by the purchasing **Party** and said property will be returned to the purchasing **Party** upon termination of the agreement and/or the purchasing **Party's** participation in the agreement.
11. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, and for the limited purposes set forth in this agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party's** agrees that its obligations under this subsection extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. The provisions of this section shall survive and continue to be applicable to parties exercising the right of termination pursuant to Section 9.
12. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with

regard to any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute or regulation of any local municipality or government, the State of Washington or the United States.

13. **VOLUNTARY AGREEMENT.** This agreement is voluntary and it is acknowledged and agreed that, in entering into this Agreement, no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the **WRIA 8 Plan** pursuant to this Agreement.
14. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** to this Agreement from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any party to this Agreement which is not a **Party** to such decision or agreement.
15. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the non-party members, National Marine Fisheries Service, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **WRIA 8 Salmon Recovery Council** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
16. **AMENDMENTS.** This Agreement may be amended, altered, or clarified only by the unanimous consent of the **Parties** to this Agreement, represented by affirmative action by each **Party's** legislative body.
17. **COUNTERPARTS.** This Agreement may be executed in counterparts.
18. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
19. **FILING OF AGREEMENT.** This Agreement shall be filed by King County and Snohomish County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
20. **PREVIOUS INTERLOCAL.** This Agreement shall repeal and replace the **Parties'** previous interlocal agreement, which was expected to terminate on December 31, 2025, and was adopted on or about July 16, 2015.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

TOWN OF YARROW POINT

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\*NOTE; For the Council Packet, the signatures pages of Beaux Arts, Bellevue, Bothell, Clyde Hill, Edmonds, Everett, Hunts Point, Issaquah, Kenmore, Kent, King County, Kirkland, Lake Forest Park, Maple Valley, Medina, Merer Island, Mill Creek Mountlake Terrace, Mukilteo, Newcastle, Redmond, Renton, Sammamish, Seattle, Shoreline, Snohomish County, and Woodway have been omitted. These signature pages are part of the original agreement.



## Exhibit A - WRIA 8 Interlocal Agreement

### Regional Watershed Salmon Recovery Funding

### WRIA Based Cost-share: WRIA 8 2025

#### Final ILA Partner Cost Share for 2025 Budget

Approved by WRIA 8 Salmon Recovery Council on September 19, 2024

WRIA 8 Jurisdiction	Population (Pop)		Assessed Value (AV)		Area (Sq. Mi.)		2025 Cost Share (reflects 3.60% CPI-W estimate) (Average of Pop, AV, Area)		WRIA 8 Jurisdiction
Beaux Arts	315	0.02%	\$285,891,000	0.04%	0.08	0.02%	0.03%	\$193	Beaux Arts
Bellevue	154,600	8.91%	\$96,339,979,101	13.67%	33.53	7.12%	9.90%	\$75,283	Bellevue
Bothell	49,550	2.85%	\$17,957,876,264	2.55%	13.67	2.90%	2.77%	\$21,054	Bothell
Clyde Hill	3,115	0.18%	\$4,389,953,700	0.62%	1.06	0.22%	0.34%	\$2,603	Clyde Hill
Edmonds	43,370	2.50%	\$16,549,900,400	2.35%	8.97	1.91%	2.25%	\$17,118	Edmonds
Everett	33,485	1.93%	\$6,381,442,800	0.91%	5.20	1.11%	1.31%	\$9,986	Everett
Hunts Point	460	0.03%	\$1,783,212,000	0.25%	0.29	0.06%	0.11%	\$866	Hunts Point
Issaquah	41,290	2.38%	\$17,493,815,787	2.48%	12.11	2.57%	2.48%	\$18,843	Issaquah
Kenmore	24,230	1.40%	\$7,459,653,182	1.06%	6.15	1.31%	1.25%	\$9,533	Kenmore
Kent	0	0.00%	\$12,761,000	0.00%	0.45	0.10%	0.03%	\$246	Kent
King County (Uninc.)	102,707	5.92%	\$35,458,579,530	5.03%	163.04	34.65%	15.20%	\$115,568	King County (Uninc.)
Kirkland	96,920	5.58%	\$45,311,849,550	6.43%	17.84	3.79%	5.27%	\$40,057	Kirkland
Lake Forest Park	13,660	0.79%	\$4,237,895,040	0.60%	3.51	0.75%	0.71%	\$5,409	Lake Forest Park
Maple Valley	5,022	0.29%	\$1,155,422,680	0.16%	0.94	0.20%	0.22%	\$1,654	Maple Valley
Medina	2,925	0.17%	\$6,866,863,700	0.97%	1.41	0.30%	0.48%	\$3,657	Medina
Mercer Island	25,800	1.49%	\$21,056,678,532	2.99%	6.30	1.34%	1.94%	\$14,732	Mercer Island
Mill Creek	21,630	1.25%	\$6,848,308,200	0.97%	4.68	0.99%	1.07%	\$8,143	Mill Creek
Mountlake Terrace	23,810	1.37%	\$5,911,042,400	0.84%	4.16	0.88%	1.03%	\$7,844	Mountlake Terrace
Mukilteo	21,221	1.22%	\$7,572,645,200	1.07%	5.99	1.27%	1.19%	\$9,046	Mukilteo
Newcastle	13,610	0.78%	\$5,376,208,083	0.76%	4.46	0.95%	0.83%	\$6,324	Newcastle
Redmond	77,490	4.46%	\$36,605,924,250	5.19%	16.56	3.52%	4.39%	\$33,399	Redmond
Renton	70,904	4.08%	\$18,024,891,468	2.56%	14.01	2.98%	3.21%	\$24,382	Renton
Sammamish	61,452	3.54%	\$26,240,200,285	3.72%	19.09	4.06%	3.77%	\$28,694	Sammamish
Seattle	556,865	32.08%	\$233,153,890,428	33.09%	53.00	11.26%	25.48%	\$193,716	Seattle
Shoreline	61,120	3.52%	\$16,722,153,900	2.37%	11.58	2.46%	2.79%	\$21,179	Shoreline
Sno. Co. (Uninc.)	213,926	12.32%	\$55,882,188,800	7.93%	55.38	11.77%	10.67%	\$81,163	Snoh. Co. (Uninc.)
Woodinville	13,830	0.80%	\$6,429,716,438	0.91%	5.66	1.20%	0.97%	\$7,379	Woodinville
Woodway	1,340	0.08%	\$1,112,962,100	0.16%	1.09	0.23%	0.16%	\$1,186	Woodway
Yarrow Point	1,135	0.07%	\$2,075,804,200	0.29%	0.36	0.08%	0.15%	\$1,108	Yarrow Point
<b>Totals</b>	1,735,781	100.0%	\$704,697,710,018	100.0%	470.56	100.0%	100.0%	\$760,366	
							<b>2025 TOTAL</b>	<b>\$760,366</b>	

#### Population:

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly. Jurisdictions that straddle WRIA boundaries are assigned the percent share of the 2023 OFM April 1st Estimate based on a geographic allocation of census blocks across WRIA boundaries, accounting for water areas and public land where people are unlikely to live.
- Note:** This method was tested against the 2021 ILA Cost Share tables using 2020 OFM data and was determined to be highly comparable for estimating population breakdowns. As OFM releases data every year, and the data spans both King and Snohomish Counties, this is a consistent and repeatable analysis across the entire study area.
- The portion of Kent in WRIA 8 is solely the Kent Watershed and has no population allocated to it.

#### \*Assessed Value & Area:

Snohomish County: Assessed value is based on Snohomish County Assessor's data March 2021, for market land value + market improvements value  
King County: Assessed value is based on King County Assessor's data February 2021, land + improvements value  
Assessed value and area (sq. miles) excludes the Upper Cedar River subwatershed.



# Lake Washington/Cedar/Sammamish Watershed (WRIA 8)

2024 FACTSHEET

## Making our watershed a place where people and salmon can live together – ten years of progress in WRIA 8

The Lake Washington/Cedar/Sammamish Watershed (also referred to as the Water Resource Inventory Area, or WRIA, 8) partnership has actively worked to protect and restore habitat for threatened Chinook salmon and improve watershed health since 2000. The partnership is comprised of 29 local governments, state and federal agencies, community organizations, businesses, and special purpose districts.

### WRIA 8 partners are working together for maximum impact

- Guiding implementation of the watershed's salmon recovery plan and identifying the highest priority activities for local, state, and federal grant funding.
- Ensuring partners are knowledgeable about key issues and policies affecting salmon and the most current science informing recovery efforts.
- Providing opportunities for cross-jurisdictional collaboration on high priority restoration activities and legislative outreach.

### What's been accomplished in the last 10 years?

#### Protecting and restoring habitat

**200** Grants with **22** Project sponsors

**163** Acres planted in riparian

**45.3** Total miles riparian treated

**4,228** Pieces of wood installed

**70.3** Acres of floodplain reconnected

**10** Acres of channel/off-channel connected or added

**1.2** Miles of levee removed or set back

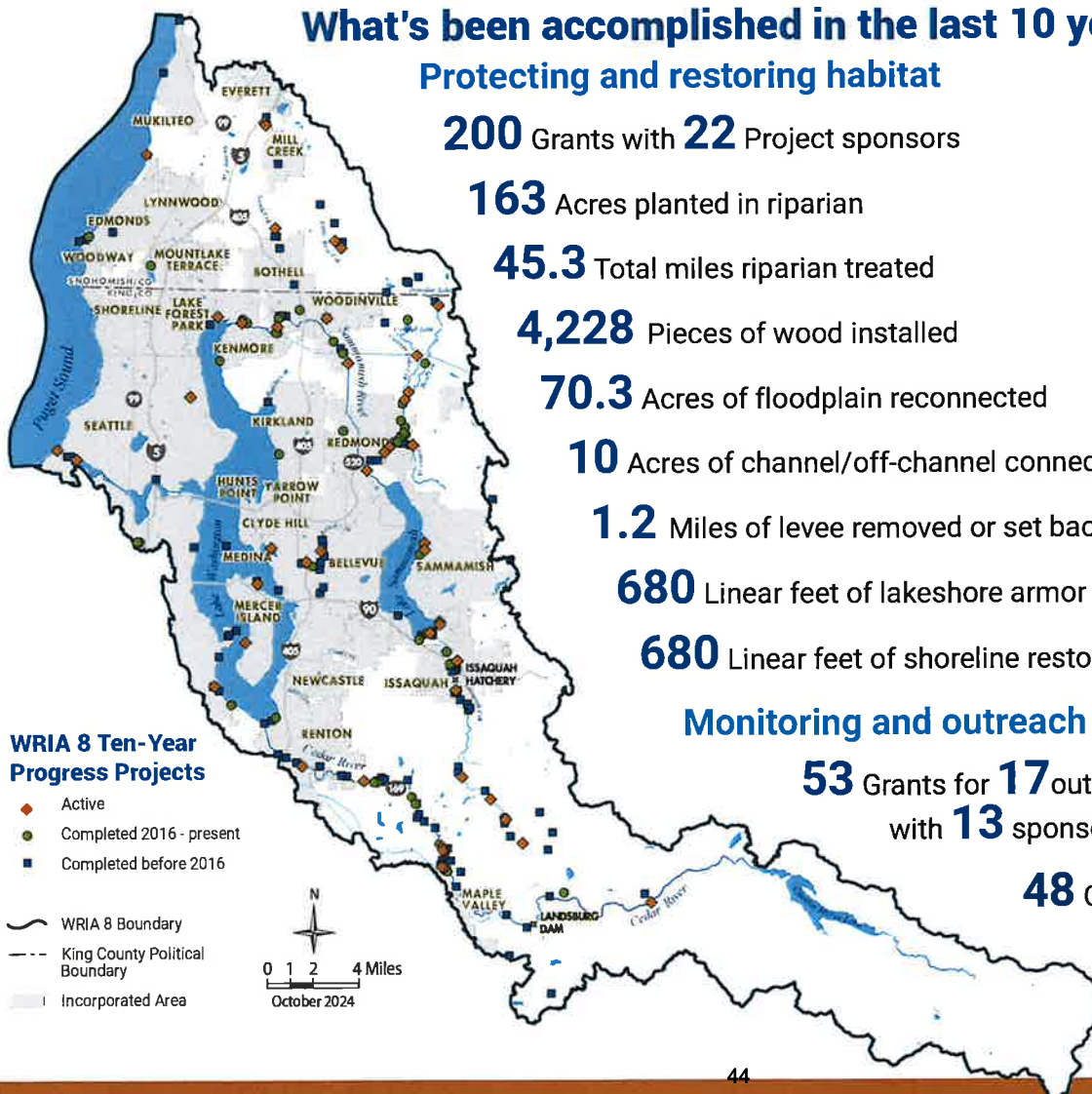
**680** Linear feet of lakeshore armor removed

**680** Linear feet of shoreline restored

#### Monitoring and outreach

**53** Grants for **17** outreach programs  
with **13** sponsors

**48** Grants for **26** monitoring  
activities and studies  
with **10** sponsors





## Investing in salmon

Project Type	Number of Grant Awards	Total Grant Funding Awarded	Total Matching Funds
Acquisition	6	\$3,312,971	\$2,972,500
Monitoring	48	\$4,634,772	\$2,325,182
Outreach	53	\$1,410,340	\$2,769,973
Restoration	93	\$28,905,326	\$38,383,693
<b>Grand Total</b>	<b>200</b>	<b>\$38,263,409</b>	<b>\$46,451,348</b>

Table includes grant funding directed by the WRIA 8 Salmon Recovery Council through the King County Flood Control District Cooperative Watershed Management grant program, and the state Salmon Recovery Funding Board and Puget Sound Acquisition and Restoration grant programs.



*Riverbend Floodplain Restoration project, pre-planting (Cedar River)*



*Riverbend Floodplain Restoration project, one year post-construction (Cedar River)*

### Project highlight: Riverbend floodplain restoration

King County acquired and restored 52 acres of floodplain and a mile-long stretch of the Cedar River east of Renton. They worked with Seattle Public Utilities to remove failing levees, plant over 23,000 trees and 44,000 shrubs, and create side channels that provide slow-water shallow habitat that is ideal for multiple salmon species. This project also improved resiliency to climate change by relocating residents out of harms way and addressing the increasing risk of flood damage to the Cedar River Trail, State Route 169, and underground utilities including a priority regional fiberoptic trunk line.



### For more information

Jason Mulvihill-Kuntz, Salmon Recovery Manager,  
Lake Washington/Cedar/Sammamish Watershed (WRIA 8)  
jason.mulvihill-kuntz@kingcounty.gov  
206-477-4780

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

Consent Agenda  
April 8, 2025

<b>Ord. 765 – Changing Planning Commission Start Time</b>	<b>Proposed Council Action:</b> For approval with the Consent Agenda
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<b>Presented by:</b>	Mayor Harris
<b>Exhibits:</b>	Ordinance No. 765

**Summary:**

At their March 18<sup>th</sup>, the Planning Commission passed a motion to recommend that the Council approve an ordinance to move their regular meeting start time from 7:00 p.m. to 6:00 p.m.

**Recommended Action:**

Approve as part of the Consent Agenda

**TOWN OF YARROW POINT  
ORDINANCE NO. 765**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON,  
AMENDING CHAPTER 2.28 OF THE YARROW POINT MUNICIPAL CODE TO  
REVISE THE COMMENCEMENT TIME FOR REGULAR MEETINGS OF THE  
PLANNING COMMISSION; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Yarrow Point Planning Commission has historically scheduled its regular meetings to begin at 7:00 p.m. on the Tuesday after the second Tuesday of each month and has held the meetings at Yarrow Point Town Hall; and

**WHEREAS**, Chapter 2.28 of Yarrow Point Municipal Code ("YPMC") sets forth regulations regarding the Planning Commission; and

**WHEREAS**, the Town Council now desires to amend YPMC Section 2.28.030 to amend the start time for regularly scheduled Planning Commission meetings; and

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

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

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

**SECTION 2.** Amendment to YPMC Section 2.28.030 to read as follows:

**2.28.030 Regular meetings.**

The Planning Commission shall meet in a regularly scheduled manner to conduct all business related to the Planning Commission on the third Tuesday of each month. All regularly scheduled meetings shall commence at ~~7:00~~ 6:00 p.m. at Yarrow Point Town Hall, 4030 95th Ave NE, Yarrow Point, Washington.

**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 8th day of April, 2025.

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

Approved as to form:  
Town Attorney

Attest/Authenticated:

\_\_\_\_\_  
Ogden Murphy Wallace, PLLC

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

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

---

<b>Town Hall Timber Barrier Replacement</b>	<b>Proposed Council Action:</b> For approval with the Consent Agenda
---	--

<b>Presented by:</b>	Mayor Harris
<b>Exhibits:</b>	Quote from Iron Creek Additional Information

**Summary:**

Rotten timber barrier needs replacement asap. We plan to utilize the power poles from the UTC 94<sup>th</sup> Project to save money. Total cost is \$14,778.50, which includes the bid price of \$13,435.00 plus 10% engineering costs.

**Recommended Action:**

Approve as part of the Consent Agenda

# Iron Creek Construction LLC

**Lic. #** IRONCCC874MN

1420 NW Gilman Blvd Suite 2-2298 Issaquah, WA 98027

Phone: (425) 659-4896 Fax: (425) 659-4895

## CONTRACT PROPOSAL

[illegible]



## Nathan Dodson

---

**From:** Paul Traverso <paul@ironcreekconstruction.com>  
**Sent:** Tuesday, March 18, 2025 11:36 AM  
**To:** Nathan  
**Subject:** Fwd: Town Hall Timber Replacement Project @ 4030 95th Ave NE

Begin forwarded message:

**From:** Stacia Schroeder <sschroeder@yarrowpointwa.gov>  
**Date:** Mar 14, 2025 at 11:12 AM  
**To:** Austen Wilcox <depclerk@yarrowpointwa.gov>  
**Subject:** Town Hall Timber Replacement Project @ 4030 95th Ave NE

### Potential Contractor

The Town of Yarrow Point is replacing its timber barrier at **4030 95th Ave NE** in front of town hall using reclaimed poles from a recent underground conversion project. The scope of work is to fully remove and dispose of off-site, the existing timber barrier (including wooden column supports) to install the new reclaimed wood poles and columns in kind. The estimated length is 120 linear feet and there are roughly 8 support columns. Any reclaimed poles in excess of 10 feet left over after the initial project is complete shall be moved ~50-100 feet south, adjacent to the Morningside Park, to serve as a barrier to the gravel parking strip along 95<sup>th</sup> Ave NE. The project will require minor amounts of grading, compaction, and 5/8" minus to compact around the newly replaced columns and smooth out the gravel parking surface post construction.

The latest WSDOT Standard Specifications for Road, Bridge, and Municipal Construction will be utilized.

**WORKING DAYS ALLOWED:** 5 working days

**DEADLINE:** If the low bid is accepted by the Town Council at their April 9th meeting, staff would expect work could start as soon as April 21, 2025. The project must be completed no later than Thursday, June 12th, 2025.

**TRAFFIC CONTROL:** Contractor shall provide general signage both north and south of the project including the appropriate cones and traffic control for a one-way road if necessary. Parking in the right-of-way is very limited and vehicles who do not follow Yarrow Point traffic control requirements may be ticketed.

**QUALITY CONTROL:** Contractor shall work with the Town Engineer to verify the final project is acceptable to the Town.

**PERMIT:** The Town of Yarrow Point will obtain all permits associated with this project. The low bidder however, shall provide the applicable information to town staff to fulfill the contractor registration and insurance requirements.

**PROPOSAL ESTIMATE:** Include a lump sum, not to exceed amount to complete all the work.

**TAX:** As an improvement to the road system in Yarrow Point, this project is tax exempt under WAC 458-20-171: Building, repairing or improving streets, roads, etc., which are owned by a municipal corporation or political subdivision of the state or by the United States and which are used primarily for foot or vehicular traffic.

**PROPOSAL DUE DATE:** If interested, please submit a proposal which includes the full cost of the project to [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov) no later than 5:00pm Monday, March 31st, 2025.

**Stacia Schroeder, PE**

*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*

**Stacia Schroeder, PE**

*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*

---

**Town Hall Timber Replacement Project @ 4030 95th Ave NE**

---

**From** Stacia Schroeder <sschroeder@yarrowpointwa.gov>

**Date** Fri 3/14/2025 11:12 AM

**To** Austen Wilcox <depclerk@yarrowpointwa.gov>

**Bcc** 'Emma Stewart' <emma@fursiteworks.com>; 'Mike Day' <mike@fursiteworks.com>; paul@ironcreekconstruction.com <paul@ironcreekconstruction.com>; Macleod, Nathan <Nathan.Macleod@lumen.com>; janice@laserug.com <janice@laserug.com>; aaron@staffordexcavating.com <aaron@staffordexcavating.com>; info@taylorlandsv.com <info@taylorlandsv.com>

**NOTE: Sent bid invitation to EKM General Contractors on 3/31/25 ~10am.**

### **Potential Contractor**

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**Stacia Schroeder, PE**

*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*

**Stacia Schroeder, PE**

*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*

# Business of The Town Council

## Town of Yarrow Point, WA

April 8, 2025

<b>Purchasing Policy Update</b>	<b>Proposed Council Action:</b> Discussion and Possible Vote
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<b>Presented by:</b>	Town Mayor and Town Attorney
<b>Exhibits:</b>	Purchasing Policy

### **Background:**

The Council approved changes to the Purchasing Policy in December 2024. In working with the policy in the first quarter of this year, we noticed some additional typos and scrivener's errors. Additionally, we recognized that some additional changes to the public works purchasing section would allow for more variety in soliciting vendors and contractors for select projects. This would in turn allow for more competition and ultimately result in better prices for the Town.

### **Recommended Action(s):**

1. Recommend for approval.

# TOWN OF YARROW POINT PURCHASING POLICY

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## 1. GENERAL PRINCIPLES

A. Purpose. The purchasing procedures in this Purchasing Policy (“Policy”) govern the purchase of materials, supplies, equipment, services, and public works contracts. This Policy adopts the small works roster process, and an alternative process to award public works contracts, professional consulting services other than architectural and engineering 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
- Small Business Utilization Plan

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 Town 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,<sup>1</sup> or (2) will likely result in material loss or damage to property, bodily injury or loss of life if immediate action is not taken.<sup>2</sup>

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

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<sup>1</sup> RCW 39.04.280(3).

<sup>2</sup> *Id.*

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.<sup>3</sup>

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.<sup>4</sup>

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. Limitations. 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 \$15,000.00.

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.

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<sup>3</sup> WAC 296-127-010(7)(b)(iii).

<sup>4</sup> RCW 39.04.010(4).

4. Town Engineer. The Town Engineer may approve any purchase of goods, services, and public works that does not exceed \$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. Total Amount. 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. Administrative Amendments. 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:

1. Within the scope of the project or purchase;
2. Executed in writing;
3. 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. Procurement methods. 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. DETERMINE 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 Town 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 Town 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 Section 8.

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.<sup>5</sup>

2. **Between \$7,500.01 and \$40,000<sup>6</sup>**. 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(D) below are established for use by the Town pursuant to RCW 39.04.190 and RCW 35.23.352.

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

### 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

<sup>5</sup> RCW 35.23.352(6).

<sup>6</sup> RCW 39.04.190; RCW 35.23.352(9).

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 Equipment, Materials, and Supplies Over \$40,000. Purchases of equipment, materials, and supplies 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:

- a. The ability, capacity, and skill of the vendor to perform the contract.
- b. The character, integrity, reputation, judgment, experience, and efficiency of the vendor.
- c. Whether the vendor can perform the contract within the time specified.
- d. The quality of performance of previous contracts or services.
- e. The previous and existing compliance by the vendor with laws relating to the contract.



- f. 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.

PUBLIC WORK			
	DOLLAR LIMIT	SMALL PUBLIC WORK PROCESS or FORMAL BID PROCESS	APPROVAL
Single Trade or Craft	\$0-\$75,500	Limited Public Works Process, Small Works Roster, or Formal Competitive Bid Process	\$0-\$2,000 = Mayor, Town Engineer & Town Clerk \$2,000.01-\$5,000 = Mayor & Town Engineer \$5,000+-\$15,000 = Mayor \$15,000+ = Town Council
	Over \$75,500	MRSC Small Works Roster or Formal Bid Process	Town Council
Multi Trade or Craft	\$0-\$150,000	Limited Public Works Process, Small Works Roster, or Formal Competitive Bid Process	\$0-\$2,000 = Mayor, Town Engineer & Town Clerk \$2,000.01-\$5,000 = Mayor & Town Engineer \$5,000.01-\$15,000.00 = Mayor \$15,000+ = Town Council
	Over \$150,000	MRSC Small Works Roster or Formal Bid Process	Town Council

<b>Any Project</b>	\$75,500 (or \$150,000) - \$350,000	MRSC Small Works Roster or Formal Bid Process	Town Council
<b>Any Project</b>	Over \$350,000	Formal Bid Process	Town Council

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. Per RCW 39.04.010, a public work is all work, construction, alteration, repair or improvement other than ordinary maintenance executed at the cost of the Town, or which is by law a lien or charge on any property therein. Public work does not include work, construction, alteration, repair, or improvement performed under contracts entered into under RCW 36.102.060(4) or under development agreements entered into under RCW 36.102.060(7) or leases entered into under RCW 36.102.060(8). WAC 296-127-010(7)(b)(ii) considers “ordinary maintenance” to be any work performed by your own staff. Therefore, all work completed by non-Town staff for the construction, alteration, repair, or improvement, completed by anyone who isn’t Town staff, the project qualifies as a “public work”. Contact the Contracts Team if there are any questions about a project being considered a public work.

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. **Limited Public Works Process.** Public works projects under \$75,500 (single craft or trade) and \$150,000 (multiple craft or trade)

a. If a public works projects under \$75,500 (single craft or trade) and \$150,000 (multiple craft or trade), the Town may award such a contract as follows:

- Town Staff will contact at least 3 contractors to seek quotes.
- Invitation for quotations shall include an estimate of the scope and nature of the work to be performed, materials and equipment to be furnished, and the date, time and location to return quote. However, detailed plans and specifications need not be included in the invitation.
- A minimum of three electronic or written quotations shall be solicited.
- The Town will maintain a list of the contractors contacted and contracts awarded during the previous 24 months under the limited public works

process, including contractor name, registration number, amount of contract, brief description of work and date contract awarded.

- Prevailing Wage is required.

## 2. **MRSC Small Works Roster.**

### 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, 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:
    - Direct Contracting Procedures
    - 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, or his/her designee. 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, or his/her designee, 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. Further, The Town Engineer, or his/her designee, 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. **Formal Bid 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.<sup>7</sup>

## 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

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<sup>7</sup> RCW 35.23.352(1).

Mayor after consultation with the Town Attorney and shall be documented by Town Council resolution.<sup>8</sup>

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”. 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.<sup>9</sup>

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 3 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 Town Mayor or Town Council and shall be documented by Town Council resolution.<sup>10</sup> 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.<sup>11</sup>

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.<sup>12</sup>

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.<sup>13</sup> Provided, that the foregoing shall be subject to the debt limitations set forth in RCW 35.42.210.

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<sup>8</sup> RCW 39.04.280(1)(a).

<sup>9</sup> RCW 39.04.280(1)(b).

<sup>10</sup> RCW 39.04.280(1)(c) -.280(2).

<sup>11</sup> RCW 39.04.280(1)(d).

<sup>12</sup> RCW 39.34.030; RCW 39.34.080.

<sup>13</sup> RCW 35.42.210 -.220.

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.

## 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	>\$49,999.99	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.<sup>14</sup>

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.

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.

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<sup>14</sup> RCW 39.04.190(2).



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 Town'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	For purchases in this price range, competitive quotes should be solicited from at least three (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.

1. The ability, capacity, and skill of the bidder to perform the contract;

2. Whether the bidder can perform the contract within the time specified by the Town;
3. The quality of the bidder's performance of previous contracts or services; and
4. The previous and existing compliance by the bidder with laws relating to the contract or services.
5. 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**

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## II. Cost of Purchase, Service or Public Work

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### **III. Justification for Waiver of Competitive Bidding/Procurement Requirements**

[illegible]

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

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Town Mayor \_\_\_\_\_ Date \_\_\_\_\_

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Town Attorney	Date
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## Appendix A-3

### Vendor List Quotation Form

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

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

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

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

## Appendix A-4

### Public Works Projects - Formal Bid Process 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)

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Town Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

<b>General Information</b>	
Owner/Project Name: _____	Project Number: _____
Bidder's Business Name: _____	Bid Submittal Deadline: _____
<b>Contractor Registration</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number: _____	Status: Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): _____	Expiration Date: _____
<b>Current UBI Number–</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
UBI Number: _____	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage/Worker Compensation</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Account Number: _____	Account Current: Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number–</b>	
Employment Security Department Number: _____	
<ul style="list-style-type: none"> <li>Has Bidder provided account number on the Bid Form? Yes <input type="checkbox"/> No <input type="checkbox"/></li> <li>And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/></li> </ul>	
<b>State Excise Tax Registration Number–</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Tax Registration Number: _____	Account: Open <input type="checkbox"/> Closed <input type="checkbox"/>
<b>Certification of Compliance with Wage Payment Statutes Clause Signed</b> (See Proposal for Required Clause or Signed Certification Form) Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Not Disqualified from Bidding–</b>	
<a href="https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx">https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx</a>	
Is the Bidder listed on the “Contractors Not Allowed to Bid” list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input type="checkbox"/>	

**Public Works Requirements Training**

<https://secure.lni.wa.gov/verify/>

Contractor: Is Exempt from this Requirement ☐

Has Completed Training ☐

Has Not Completed Training ☐

**Excluded Parties Listing System (Federal Funded Projects)**

<https://www.sam.gov/>

Does the Bidder have an Active Exclusion? Yes ☐ No ☐

**Checked by:**

Name:

\_\_\_\_\_

Date:

\_\_\_\_\_

## Appendix B

### Yarrow Point Documents Related to Direct Contracting

#### 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



<b>Development Regulation Updates: Middle Housing (HB1110 Integration) Consolidated Permit Review (SB5290) Legislative and Administrative Updates</b>	<b>Proposed Action: Discussion and Possible Vote</b>
---	--

<b>Presented by:</b>	Town Planner
<b>Exhibits:</b>	<ul style="list-style-type: none"><li>• Draft Development Regulation Updates</li></ul>

**Summary:**

At the regular April Town Council meeting, staff presented the gap analysis and public engagement plan. Council approved the engagement plan with amendments to include two public engagement open house type meetings. One before administering the survey to help inform the public, and one after to discuss outcomes. Staff was also directed to develop a preliminary budget for the integration of the new middle housing legislative requirements. The preliminary budget estimate is \$160,000 on the high end, with a low end budget estimate of \$45,000. A portion of the budget is offset by a \$35,000 grant which was awarded to Yarrow Point for middle housing regulation update work.

The Town has published a middle housing webpage to help residents navigate the requirements and implications of the middle housing legislation. Additional information will be provided on the Town's webpage as it is developed. The informational open house was held on May 29th from 6-8pm at Town Hall. The survey was launched during the open house and flyers with the Town's middle housing webpage and survey were posted on all town mailbox pagodas, emailed to the Town mailing list, and posted on Town social media. 35 survey responses have been received as of 6-13-24. Town staff will continue to reach out to residents to encourage participation in the survey and public process.

Staff prepared several informational posters which were on display at the open house. These posters have been included with your packet in their digital form. Staff is continuing to compile a list of frequently asked questions which can be posted on the Town's Middle Housing webpage to help inform residents.

At the June council meeting, staff presented an update following the open house, and was directed to create a work plan which outlines the next steps for the Town to address the requirements of Middle Housing.

At the September Meeting the Planning Commission directed staff to create a decision matrix to help guide the conversation and code update process. Staff prepared the decision matrix and has provided supporting background documents to help inform the decision making process.

At the November meeting the Planning Commission directed staff to begin drafting code, and to give more detail, for various decision making options for the December meeting.

At the December Planning Commission meeting middle housing was discussed, and additional decisions were made as the commission worked through the elements of middle housing. Questions were provided to the town planner to answer at the next meeting. Staff was directed to continue drafting code to incorporate previous discussions, and to present the code once the remaining decisions were finalized after subsequent meeting(s).

At the January meeting the planning commission further discussed middle housing and made decisions on how to address the various variables which are within the Town's authority to regulate. Staff was asked to provide a draft code incorporating all of the requisite elements into a combined document for the February meeting.

Staff compiled the various code amendments related to a range of legislative requirements and has included them in a combined development regulation code update draft document. This includes but is not limited to HB1110, SB5290, SB5258, and many others.

At the February Planning Commission meeting the draft code was reviewed and discussed. Several minor edits were suggested by commissioners and possible funding sources for impacts were discussed. The commission asked that staff make the edits in time for the joint council and planning commission meeting scheduled for the regular March Commission meeting. The draft sent along with the staff report to the March council is the same as the original draft sent to the planning commission at their February meeting.

At the March Council meeting a copy of the draft code was provided as part of the planning staff report.

The draft code has been updated to reflect the comments from the Planning Commission, incorporate staff recommendations, and administrative updates.

At the March Joint meeting, the Town Council did not have a quorum. The regular planning commission meeting took place instead of the joint meeting. The commissioners voted to recommend the draft development regulations to council with a few administrative changes and clarifications. Staff completed the changes and a draft code has been included in the packet. Ahead of adoption a grammar and formatting check will be performed so that the code is consistent in formatting ahead of codification.

## **Resources**

- [Yarrow Point Middle Housing Website](https://yarrowpointwa.gov/middle-housing/) : <https://yarrowpointwa.gov/middle-housing/>
- [WA Department of Commerce Middle Housing Website](#)
- [User Guide for Middle Housing Model Ordinances \(PDF\)](#)
- [Final Model Ordinance for cities under 25,000 \(PDF\)](#)
- Local Project Review - Commerce Webpage: <https://www.commerce.wa.gov/program-index/local-project-review-program/>

## **Action Items**

- Staff Presentation (15 min)
- Discussion (30 min)



- Vote (5min)

**Recommended Motions:**

- I move to direct staff to incorporate discussed elements into the draft code.

# TYP 2025 Development Regulation Updates

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## Chapter 14.04

## PROJECT PERMIT PROCESS

### Sections:

- 14.04.005 General provisions.
- 14.04.010 Definitions.
- 14.04.014 Preliminary feasibility conference.
- 14.04.015 Preapplication conferences.
- 14.04.020 Applications requiring review at a public hearing.
- 14.04.025 Construction Activity notice.
- 14.04.030 Consolidation of application reviews.
- 14.04.040 Determination of completeness of application.
- 14.04.050 Designation of representative.
- 14.04.060 Public notice of application.
- 14.04.070 Environmental review.
- 14.04.080 Open record public hearings.
- 14.04.090 Deadline for final decision by the town.
- 14.04.100 Reconsideration.
- 14.04.110 Exclusions.
- 14.04.120 Substantial Revisions or Modifications to Proposal.

### **14.04.005 General provisions.**

A. The town is authorized to establish application forms to gather the necessary information required by the YPMC and to determine the completeness of an application as provided in the applicable YPMC provisions.

B. All applications shall be submitted with the appropriate fees as established by town council resolution which may be amended from time to time. The fees are necessary to reimburse the town for costs associated with processing the permits including, but not necessarily limited to, staff time, consultant time, postage, legal notices, construction activity notices, paper, duplicating costs, and mileage.

~~C. A construction activity notice sign shall be required for all permits issued under this chapter.~~

~~1. The sign shall include the following information:~~

- ~~a. The file number assigned to the project permit.~~
- ~~b. A description of the project.~~
- ~~c. The contact information of the project applicant.~~

~~2. The signs shall be placed by the applicant in the following manner:~~

- ~~a. No more than five feet inside the street property line.~~
- ~~b. Completely visible and accessible to both drivers and pedestrians.~~
- ~~c. In place for the entire duration of the permit effective date. (Ord. 699 § 1, 2019)~~

### **14.04.010 Definitions.**

A. "Application" means any application for a land use or development permit as required by the town for a project action, including but not limited to (1) variances, (2) boundary line revisions, subdivisions, short subdivisions, unit lot subdivisions, zero lot line subdivisions, and (3) shoreline substantial development permits, but excluding those matters listed in YPMC 14.04.110.

B. "Closed record appeal" means an administrative appeal on the record to the council following an open record

hearing on an application. The appeal must be on the record with no or limited new evidence or information allowed to be submitted and only appeal argument allowed.

C. "Commission" means the planning commission of the town of Yarrow Point, Washington.

D. "Council" means the council of the town of Yarrow Point, Washington.

E. ~~"Open record hearing"~~ **"Public Hearing"** means a hearing conducted by the planning commission, the council, or the town hearing examiner, as appropriate, that creates the town hearing record through testimony and submission of evidence and information.

~~F. "Public meeting" means a meeting, hearing, workshop, or other public gathering of people to obtain comments from the public or other agencies on a proposed project permit prior to the town's decision. A public meeting may include, but is not limited to, a regular or special meeting of the planning commission or the council at which the application is discussed but no testimony is received nor action taken. A public meeting does not include an open record hearing. The proceedings at a public meeting may be recorded and a report or recommendation may be included in the town's application file.~~

G. "Town" means the town of Yarrow Point, Washington.

#### **14.04.014 Preliminary feasibility conference.**

Upon written request, and payment of a preliminary feasibility conference fee established by the town council which may be amended from time to time, town staff may provide a preliminary feasibility conference for members of the public. Consultant fees which exceed the base fee set forth herein shall be billed to the applicant at the hourly rates listed in the Town's fee schedule. Such a conference may be held with one or more of Town staff upon request, and may be conducted in person, by phone, email correspondence, virtual meeting, or any combination thereof at the Town's discretion. The purpose of this conference is to provide general information only regarding applicability of town code on a given parcel. The conference does not include a title review or review of private property restrictions such as but not limited to HOA covenants and restrictions. Members of the public and property owners are solely responsible for verifying all information provided as well as ascertaining the conditions and circumstances applicable to the property.

#### **14.04.015 Preapplication conferences.**

A. Prior to the submittal of any application for any of the following permits, an applicant shall submit a preapplication conference request, pay the required fee, and participate in the preapplication conference:

1. Shoreline substantial development permit required pursuant to Resolution No. 345, Appendix B, Subsection 3.1.
2. Any permit required pursuant to Chapter 12.04 YPMC, Street Excavations.
3. Any permit required pursuant to Chapter 12.30 YPMC, Construction Activities and Parking Plan.
4. Any permit required pursuant to Chapter 13.04 YPMC, Public Utility Franchises.
5. Building permit required pursuant to YPMC 15.04.010(A).
6. Preliminary plat applications required pursuant to Chapter 16.12 YPMC, Preliminary Plat Requirements.
7. Short subdivision applications required pursuant to Chapter 16.28 YPMC, Short Subdivisions.
8. Unit Lot Subdivision applications required pursuant to Chapter ###.### YPMC; Unit Lot Subdivisions
9. Zero Lot Line Subdivision applications required pursuant to Chapter ###.### YPMC; Zero Lot Line Subdivisions
108. Boundary line adjustment applications required by Chapter 16.32 YPMC, Boundary Line Adjustments.

~~119.~~ A macro wireless facility permit required by YPMC 17.30.070.

~~120.~~ Site development permit required pursuant to Chapter 20.12 YPMC, Site Development Permit.

~~131.~~ Any other permits as determined by the town.

B. A request for a preapplication conference shall be made on a form prescribed by the town, including the specific information requested on the form, and shall include payment of a nonrefundable fee as set forth in the fee resolution adopted by the town council and amended from time to time.

C. All preapplication conferences include required permit intake meeting.

D. A preapplication conference does not vest a proposed application.

E. It is impossible for the conference to be an exhaustive review of all potential issues. The discussions at the conference shall not bind or prohibit the town's future application or enforcement of all applicable law.

F. The town may waive the preapplication fee if the town determines that no preapplication review is necessary.

#### **14.04.020 Applications requiring review at a public hearing.**

A. The town hearing examiner reviews applications for variances and shoreline substantial development permits at a public hearing.

~~B. The planning commission reviews applications for boundary line revisions, subdivisions, and short subdivisions, and thereafter makes a recommendation to the council, which shall hold an open record hearing on the application. (Ord. 667 § 1, 2016; Ord. 496 § 2, 2000)~~

#### **14.04.025 Construction Activity Notice.**

A construction activity notice sign shall be required for all permits issued under this chapter.

1. The sign shall include the following information:

- a. The file number assigned to the project permit.
- b. A description of the project.
- c. The contact information of the project applicant.
- d. Construction hours as defined in YPMC 12.30.030

2. The signs shall be placed by the applicant in the following manner:

- a. No more than five feet inside the street property line.
- b. Completely visible and accessible to both drivers and pedestrians.
- c. In place for the entire duration of the permit effective date.

#### **14.04.030 Consolidation of application reviews.**

Upon written request by the applicant or the town, any two or more applications that require review by the planning commission, council, or hearing examiner may be consolidated for review before the appropriate body.

#### **14.04.040 Determination of completeness of application.**

A. Within 28 days after receiving an application, the town shall ~~provide mail or provide in person~~ a written determination stating either:

1. That the application is complete; or

2. That the application is incomplete and that the procedural submission requirements of the local government have not been met. The determination shall outline what is necessary to make the application procedurally complete ~~outlining what is necessary to make the application complete.~~

B. Unless otherwise specified, all time frames in this Chapter 14.04 are indicated as calendar days pursuant to RCW 36.70B.080(1)(g), as now exists and subsequently amended.

B. The determination shall, to the extent known to the town, identify other agencies of local, state, or federal governments that may have jurisdiction over some aspect of the application pursuant to RCW 36.70B.070(1)(c).

C. The application shall be considered complete for the purposes of this section when it meets the procedural submission requirements of the local government, as outlined on the project permit application, of the town ordinance governing the type of permit for which the application is made and shall be considered sufficient for continued processing even though a Additional information may be required or project modifications may be undertaken subsequently.

D. A determination of completeness shall not preclude the town from requesting additional information or studies if new information is required or if there are substantial changes in the proposed action.

E. The determination of completeness may include other information that the town has reason to include.

F. An application shall be deemed procedurally complete on the 29th day after receiving a project permit application under this section if the town does not provide a written determination to the applicant that the application is procedurally incomplete as provided in subsection A of this section. When the town does not provide a written determination, the town may still seek additional information or studies as provided for in subsection D of this section.

G. After a determination that the initial application is incomplete, the town shall issue a new determination of completeness within 14 days after an applicant has submitted the additional information requested.

~~G.H.~~ An application shall be deemed complete under this section if the town does not provide a written determination to the applicant that the application is incomplete.

~~H.I.~~ After receiving a notice of incomplete application, the applicant shall have 90 days in which to address the issue or the application shall be deemed void.

#### **14.04.050 Designation of representative.**

The town may require the applicant to designate a single person or entity to receive the determinations and notices required by this chapter.

#### **14.04.060 Public notice of application.**

A. The town shall provide a public notice of application within 14 days after the determination of completeness for any application that requires review at a public hearing by the council or town hearing examiner. This notice of application shall include:

1. The date of application, the date of the notice of the determination of completeness for the application, and the date of the public notice of application.
2. A description of the proposed action, a list of the project permits included in the application, and if applicable, a list of any studies requested by the town.
3. The identification of other permits known to the town to be needed, but not included in the application.
4. The identification of existing environmental documents that evaluate the proposed project and where the application and any studies can be reviewed.
5. A statement of the public comment period, which shall be not less than 14 days nor more than 30 days following the date of public notice of application, and a statement of the right of any person to comment on the application, to receive notice of and to participate in any hearings, to request a copy of the decision once made, and to appeal the decision. The town shall accept public comments at any time prior to the closing of any ~~open~~ ~~record~~ public hearing.
6. The date, time, place, and type of hearing, if applicable and scheduled at the time the public notice of application is prepared.
7. A statement of the preliminary determination, if one has been made at the time of public notice, of consistency with the town's development regulations and comprehensive plan.

8. Any other information determined appropriate by the town.

B. The town shall post and publish the public notice of application as required by town ordinance.

C. Copies of the public notice of application shall be forwarded to all local, state, or federal departments or agencies that have jurisdiction over any actions relating to an application.

D. A notice of application shall not be required for project permits that are categorically exempt under chapter 43.21C, unless an open record pre-decision hearing is required or an open record appeal hearing is allowed on the project permit decision.

#### **14.04.070 Environmental review.**

A. Any necessary environmental review related to an application shall be consolidated with the review of the application. Actions that are categorically exempt under the rules adopted by the Washington State Department of Ecology do not require environmental review and may not be conditioned or denied under the State Environmental Policy Act.

B. In its decision whether a specific adverse environmental impact has been addressed by an existing rule or law of another agency with both the jurisdiction and the environmental expertise with regard to a specific environmental impact, the town may consult orally or in writing with that agency and may expressly defer to that agency. In making this deferral, the town shall base or condition its project approval on compliance with the existing rules or laws of that agency.

C. Nothing in this section limits the ability of the town in its review or mitigation of a project to adopt or rely otherwise on environmental analysis and requirements.

#### **14.04.080 ~~Open record public hearings~~Public Hearings.**

A. Before acting on one of the applications set forth in YPMC 14.04.020 and 14.04.030, the appropriate hearing body shall conduct an ~~open record~~ public hearing. The burden of proof shall be on the applicant. The application must be supported by proof that it conforms to the applicable elements of the town's development regulations, comprehensive plan and zoning code.

B. Prior to the ~~open record~~ public hearing, the hearing body shall cause to be prepared and submitted a single report describing all prior decisions or recommendations made that affect the permit under consideration. The report shall state any mitigation measures required or proposed and shall include or append any threshold environmental determination other than a determination of significance.

C. In addition to any rules adopted by the hearing body, the following rules of procedure shall apply:

1. A member of the hearing body who is disqualified shall be counted for purposes of forming a quorum. Any member who is disqualified shall make full disclosure to the audience, abstain from expressing any opinion or voting on the proposal, and physically leave the hearing room.

2. A member absent during the presentation of evidence in a hearing may not participate in the deliberations or decision unless the member has reviewed the evidence received.

3. Any member of the hearing body may view the site to which the application pertains, with or without notice to the parties; however, such visits and any ex parte communication pertaining to the application must be disclosed at the hearing.

4. The presiding officer shall describe, or cause to be described, for the record all written materials relating to the application that have been received by the hearing body.

5. When the presiding officer has closed the public portion of the hearing, the hearing body shall openly discuss the issue and may further question staff or a person submitting information, provided an opportunity for rebuttal is provided.

6. Following the hearing, the hearing body shall approve, approve with conditions, or deny the application. On

appeal, the hearing body shall affirm, reverse, or remand the decision that is on appeal.

7. The decision of the hearing body shall be deemed to have been entered into the public record at the time a motion is passed that sets forth the decision.

8. The decision of the hearing body shall be substantiated in written findings and conclusions based on the testimony and written exhibits submitted at the public hearing. The date that such findings are approved shall be the date of action on the application. The time for appeal from the decision shall commence at such time.

9. The town shall provide a notice of decision, including the written findings and conclusions and a statement of any threshold determination made under SEPA. The notice of decision shall be provided to the applicant and to any person who requests notice of the decision. If the notice is delivered by mail, notification will be deemed complete three days after mailing by regular mail.

10. Any party of record may file a motion for reconsideration. Such request for reconsideration must be filed within 14 days of notification of the decision. The hearing body shall consider the request for reconsideration at its next regular meeting and may either grant or deny the request for reconsideration. If the hearing body grants the request for reconsideration, no action shall be taken upon the permit application until after a new open record public hearing has been scheduled with notice given as in the case of a new application, together with notice to all persons entitled to notice of the original decision. Requests for reconsideration shall only be granted if at least one of the following elements is established:

- a. An irregularity in the original open record public hearing prevented the applicant from receiving a fair hearing.
- b. New material evidence is discovered which the party applying for reconsideration could not have reasonably discovered and produced at the hearing.
- c. One or more errors in law were objected to at the time of the hearing by the party filing the request for reconsideration and the objection is found to have merit.

#### **14.04.090 Deadline for final decision by the town.**

A. The town shall issue a notice of final decision for each type of complete on a project permit application or project type within one hundred twenty days after the city has notified the applicant that the application is complete the following time periods following the determination of completeness:

1. 65 days, if no public notice is required as a result of an exemption to SEPA;
2. 100 days, if public notice is required as a result of SEPA; or
3. 170 days, if public notice and public hearing(s) are required as a result of SEPA.

In the event of a consolidated review of more than one permit, the time period for a final decision shall be the longest of the permit periods identified above.

B. The number of days an application is in review with the city shall be calculated from the day completeness is determined to the date a final decision is issued on the project permit application. The number of days shall be calculated by counting every calendar day and excluding the following time periods:

1. Any period that the city has notified the applicant, in writing, that additional information is required to further process the application and the day when responsive information is resubmitted by the applicant;
2. Any period after an applicant informs the city, in writing, that they would like to temporarily suspend review of the project permit application until the time that the applicant notifies the city, in writing, that they would like to resume the application. The city may set conditions for the temporary suspension of a permit application; and
3. Any period after an administrative appeal is filed until the administrative appeal is resolved and any additional time period provided by the administrative appeal has expired.
4. \_\_\_\_\_



The town shall not exclude any days an application is pending review by an outside agency. However, outside agency review should occur concurrent with the town's review of the application.

C. The time periods for the town to process a permit shall start over if an applicant proposes a change in use that adds or removes commercial or residential elements from the original application that would make the application fail to meet the determination of procedural completeness for the new use, as required by the town.

D. If, at any time, an applicant informs the town, in writing, that the applicant would like to temporarily suspend the review of the project for more than 60 days, or if an applicant is not responsive for more than 60 consecutive days after the town has notified the applicant, in writing, that additional information is required to further process the application, an additional 30 days may be added to the time periods for town action to issue a final decision for a project permit application. Any written notice from the town to the applicant that additional information is required to further process the application must include a notice that non-responsiveness for 60 consecutive days may result in 30 days being added to the time for review.

E. The applicant and the town may extend the time for a deadline for issuance of a final decision for a specific project permit application upon mutual agreement.

F. The time limits set forth in this section shall not apply to any application that requires amendment to the comprehensive plan or town ordinances.

~~A. Except as otherwise provided in this section, the town shall issue its notice of final decision on an application within 120 days after the town has notified the applicant that the application is complete. In determining the number of days that have elapsed after the town has notified the applicant that the application is complete, the following periods shall be excluded:~~

~~1. Any period during which the town has requested that the applicant correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the local government notifies the applicant of the need for additional information until the earlier of the date the town determines whether the additional information satisfies the request for information or 14 days after the date the information has been provided to the town.~~

~~2. Any period during which an environmental impact statement is being prepared following a determination of significance.~~

~~3. Any extension of time mutually agreed upon by the applicant and the town.~~

~~B. The time limits set forth in this section shall not apply if an application requires an amendment to the town's comprehensive plan or the town ordinances or is substantially revised by the applicant, in which case the time period shall start from the date at which the revised project application is determined to be complete as set forth in YPMC 14.04.020.~~

~~C. If the town is unable to issue its final decision within the time limits provided for in this section, it shall provide written notice of this fact to the project applicant. The notice shall include a statement of reasons why the time limits have not been met and an estimated date for issuance of the notice of final decision.~~

#### **14.04.100 Reconsideration Decision Shall be Final.**

~~A. The action of the hearing examiner on an application for a variance shall be final and conclusive unless, within 14 days from the date of the action, the original applicant or an adverse party makes application to the council for reconsideration. Decisions may be appealed to the King County Superior Court.~~

~~B. The action of the hearing examiner on an application for a shoreline substantial development permit, shoreline conditional use permit, or shoreline variance shall be the final decision at the local level. Decisions may be appealed to the Washington State Shoreline Hearings Board.~~

~~C. The action of the council on an application shall be final and conclusive unless, within 14 days from the date of~~

the action, the original applicant or an adverse party files a land use petition in a court of competent jurisdiction.

#### **14.04.110 Exclusions.**

The following matters are excluded from the requirements of this chapter:

- A. Building, mechanical, and street-opening permits.
- B. Street vacations.
- C. Approvals relating to the use of public areas or facilities.
- D. Landmark designations.
- E. Amendments to the comprehensive plan.
- F. The adoption or amendment of ordinances or regulations relating to land use and development.
- G. Interior alterations are excluded from site plan reviews, provided that the interior alterations do not result in the following:

- 1. Additional sleeping quarters or bedrooms;
- 2. Nonconformity with Federal Emergency Management Agency improvement thresholds; or
- 3. An increase to the total square footage or valuation of the structure thereby requiring upgraded fire access or fire suppression systems.

This does not exempt interior alterations from otherwise applicable building, plumbing, mechanical, or electrical codes.

#### **14.04.120 Substantial Revisions or Modifications to Proposal.**

A. A revision or modification to the contents of an application before or after issuance of the permit, either voluntarily or to conform with applicable standards and requirements, shall be deemed a new application for the purpose of vesting when the revision or modification would result in a significant increase in a project's impacts, as determined by the Town Planner. In reaching a decision on whether a revision is significant, the zoning administrator's consideration shall include, but not be limited to, the magnitude of the revision and the effect on the environment; the environmental sensitivity of the site; any changes in location of significant elements of the project and their relationships to public facilities; the impact of the revision on the review clock; and impacts to surrounding lands and land uses.

B. Written notice of such determination of substantial revision or modification shall be provided to the applicant and to all parties of record.

C. Any revision or modification deemed by the Town Planner to be substantial shall conform to the time periods set forth in YPMC 14.04.040. The review cycle for the revised project application shall begin with the date the revised project application is determined to be complete. The revised project application shall be subject to all laws, regulations, and standards in effect on the date of receipt of a complete, revised project application.

## Chapter 16.04

### GENERAL PROVISIONS

#### Sections:

- 16.04.010 Title.
- 16.04.020 Relationship to comprehensive plan and Growth Management Act.
- 16.04.030 Purpose.
- 16.04.040 Definitions.
- 16.04.050 Regulation of land development.
- 16.04.060 Processing applications.
- 16.04.070 Fees.
- 16.04.080 Enforcing authority.
- 16.04.090 Violation – Penalty.

#### **16.04.010 Title.**

This title shall be known as the subdivision code for the town.

#### **16.04.020 Relationship to comprehensive plan and Growth Management Act.**

This title is hereby enacted to be consistent with and implement the comprehensive plan in accordance with Chapter 36.70A RCW.

#### **16.04.030 Purpose.**

The purpose of this title is to implement the policy of state law pertaining to the subdivision and dedication of lands, including but not limited to Chapters 36.70A, 43.21 and 58.17 RCW and Chapter 197-11 WAC.

#### **16.04.040 Definitions.**

For the purposes of this title, the definitions in this section shall mean as follows:

A. “Alteration” means the modification of a previously recorded plat or subdivision, or any portion thereof, which results in the revision of interior lot lines, the addition of new lots or more land, deletion of existing lots or the removal of plat or lot restrictions or dedications.

B. “Applicant” means any person, firm or corporation proposing to make, or having made, an application for subdivision, short subdivision, or boundary line adjustment.

C. “Boundary line adjustment” means a revision of lot boundary lines, which does not create an additional lot or reduce the area of any lot to less than the minimum zone area requirements to create any violation of building setback requirements of the zoning code.

D. “Dedication” means the deliberate appropriation of land by an owner for any general and public uses, reserving to himself no rights other than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted. The intention to dedicate shall be evidenced by the owner by the presentment for filing of a final plat or short subdivision plat showing the dedication thereon; and the acceptance by the public shall be evidenced by the approval of such plat or short subdivision plat for filing by the town.

E. “Easement” means a grant by the property owner of the use of land by a public corporation or persons for specific purposes.

F. “Engineer” means an individual licensed as a professional engineer currently registered in the state.

G. “Final plat” means the final drawing of the subdivision and dedication(s) prepared for filing for record with King County department of records and elections and containing all elements and requirements set forth in Chapter 57.18 RCW, et seq., and in town regulations adopted herein.

H. "Land surveyor" means an individual licensed as a land surveyor in the state of Washington pursuant to Chapter 18.43 RCW, Engineers and Land Surveyors.

I. "Official maps" means those official maps or map, or portions thereof, adopted by the town council.

J. "Parent Lot" means the initial lot from which unit lots are subdivided

~~K.~~ "Planning commission" means that commission established by the town council as provided by Chapter 35.63 RCW.

~~L.~~ "Plat" means a map or representation of a subdivision, showing thereon the division of a tract or parcel of land into lots, blocks, streets, and alleys or other divisions and dedications.

~~M.~~ "Preliminary plat" or "preliminary short plat" means a neat and approximate drawing to scale of a proposed subdivision or short subdivision which shall furnish a basis for the approval or disapproval of the general layout.

~~N.~~ "Short plat" means the map or representation of a short subdivision.

N. "Short subdivision" means the division of land into four or less lots, tracts, parcels, sites or divisions for the purpose of sale or lease.

O. "Subdivision" means the division of land into five or more lots, tracts, parcels, sites or divisions for the purpose of sale or lease.

P. "Unit Lot" means one of the individual lots created as a result of a unit lot subdivision. Portions of the parent lot not subdivided for individual unit lots shall be owned in common by the owners of the individual unit lots, or by a homeowners' association comprised of the owners of the individual unit lots.

Q. "Zero Lot Line development" means residential units, shifted to one side of a lot. This means that the same side of each lot may have a zero or reduced setback.

#### **16.04.050 Regulation of land development.**

No person, firm or corporation may alter or revise the boundary lines of any property or partition or divide for separate ownership or offer to sell or enter into a contract for the sale of any land until the permitting process has been completed. ~~the town council has given final approval of the revised boundary lines or property division.~~

#### **16.04.060 Processing applications.**

Upon receipt of an application for preliminary plat, short subdivision, unit lot subdivision, zero lot line subdivision, or boundary line adjustment, town staff will review and notice the application in accordance with applicable requirements in YPMC chapter 14.04, regulatory reform. Once the application is determined to be complete staff shall review for compliance with relevant municipal code chapters. ~~the project proposal will be scheduled for a public meeting before the planning commission and a public hearing before the town council. At a public meeting, the planning commission will review the proposal and forward a recommendation of approval, conditional approval, or denial of the project to the town council. Upon receipt of a recommendation from the planning commission, the town council will hold an open record public hearing to hear public testimony and take one of the following actions: approve the application, conditionally approve the application, continue the hearing, or deny the application. (Ord. 603 § 1, 2009; Ord. 497 § 1, 2000)~~

#### **16.04.070 Permit Fees.**

A. Any application submitted pursuant to Title 16 YPMC shall be accompanied by a permit fee as set forth in the fee schedule adopted by the town council and amended from time to time. ~~A nonrefundable fee will be charged for making an application for approval of a subdivision, short subdivision or boundary line adjustment or for making an application for a revision of any of the above. All application fees will be as set by resolution of the town council.~~ In addition, the applicant shall deposit with the town an amount equal to all engineering, consulting, or other costs incurred or estimated to be incurred by the town in conjunction with the application. The cost estimate shall be made by the town staff. The difference between the estimated and the actual costs shall be reconciled after all actual expenses are determined and before final issuance.

B. The applicant shall be responsible for payment of all recording fees charged by King County department of records and elections.

**16.04.080 Enforcing authority.**

The town ~~staff planning commission~~ is designated and assigned the administrative and coordinating responsibilities contained in this title for the recommendation for approval or disapproval of subdivisions, short subdivisions, dedications and boundary line adjustments to the town council for approval or disapproval.

**16.04.090 Violation – Penalty.**

Any violation of the provisions of this title constitutes a code violation under Chapter 1.08 YPMC and is subject to enforcement action, corrective action, fines and penalties described therein.

## Chapter 16.08

### Fee Simple Unit Lot Subdivisions.~~(Reserved)~~

#### **16.08.010 Purpose.**

A. The purpose of this chapter is to allow the unit lot subdivision process for fee simple ownership of land as an alternative to condominium ownership. Unit lot subdivision applies the dimensional standards in YPMC Chapter 17 to the overall site, the “parent lot,” while allowing flexibility in the dimensional standards for the subordinate “unit lots.” This section is not intended to permit uses or densities that are not otherwise allowed in the zone in which a unit lot subdivision is proposed.

B. The overall development on the parent lot proposed for subdivision shall maintain consistency with the development standards applicable to the zoning and the land use type at the time the application is vested, as specified by the applicable code provisions and this section. Subsequent additions or modifications to the structure(s) shall not create any nonconformity of the parent lot.

#### **16.08.020 Applicability.**

A. All primary uses can be developed or proposed to be developed may be subdivided into individual lots pursuant to this section.

B. For previously developed lots, eligibility for unit lot subdivision shall be subject to compliance with all standards applicable to the parent lot and proposed unit lots. Inconsistency of existing development with the provisions of this section shall not constitute justification for a variance under YPMC Chapter 17.28.

#### **16.08.020 Dimensional Standards.**

##### 1. Unit lot subdivision

- a. A unit lot shall provide a minimum of 10 feet on all sides of a dwelling unit as measured from the outermost point of the structure.
- b. A unit lot shall provide a minimum of 20 feet between dwelling units
- c. A unit lot shall have no more than 30% structure area
- d. A unit lot shall have not more than 60% impervious surface.
- e. A unit lot shall be contiguous
- f. A unit lot shall be rectangular to the extent feasible
- g. Setbacks from the perimeter property lines of the parent lot shall conform to the setbacks for the underlying zoning.

##### 2. Zero lot line unit lot subdivision

- a. A zero lot line unit lot shall provide a minimum of 10 feet on all sides of a dwelling unit which are not shared with the other dwelling unit.
- b. A zero lot line unit lot shall have no more than 30% structure area
- c. A zero lot line unit lot shall have not more than 60% impervious surface.
- d. A zero lot line unit lot shall be contiguous
- e. A zero lot line unit lot shall be rectangular to the extent feasible
- f. Setbacks from the perimeter property lines of the parent lot shall conform to the setbacks for the underlying zoning.

#### **16.08.030 Requirements.**

1. Approval Process. Unit lot subdivisions shall be processed in the same manner as short subdivisions, pursuant to YPMC chapter 16.28.
2. Each unit lot shall meet the requirements of YPMC chapter 16.16
- 4.3. Each unit lot shall have individual sewer service, water service, power meter, and other utility connections specific to that unit and shall provide the requisite documentation as outlined in YPMC 16.12.

## Chapter 16.12

### PRELIMINARY PLAT REQUIREMENTS

Sections:

16.12.010 General policies.

~~16.12.020 Repealed.~~

16.12.0230 Requirements.

#### **16.12.010 General policies.**

A. Approval of a preliminary plat or dedication indicates merely the general acceptability of the layout as submitted. Subdivision of property is subject to the approval of the final plat as provided in this chapter.

B. Preliminary plats of any proposed subdivisions and dedications shall be approved, disapproved, or returned to the applicant for modification or correction within 120 days after the town has notified the applicant that the application is complete unless the applicant consents to an extension of such time period; provided, that if an environmental impact statement is required as provided in RCW 43.21C.030, the 120-day period shall not include the time spent preparing and circulating the environmental impact statement by the town.

#### **~~16.12.020 Preapplication conference.~~**

~~Repealed by Ord. 730. (Ord. 603 § 1, 2009; Ord. 497 § 1, 2000)~~

#### **16.12.0230 Requirements.**

Preliminary plat applications must include the following:

- A. The proposed name and number of the subdivision;
- B. The name and address of the developer;
- C. The name, address, and seal of the land surveyor who prepared the plat drawings;
- D. Land use classification as established by zoning ordinances;
- E. Delineation of Existing Conditions. A map or maps drawn to scale showing the following information:
  - 1. A vicinity map drawn to scale showing:
    - a. The tract to be subdivided, the proposed streets and adjacent and connecting existing streets;
    - b. The relative location of all lots and tracts contiguous to the proposed subdivision and the names and addresses of the owners of these lots and tracts as shown by the records of King County department of assessments;
    - c. Existing monuments of record which will be used in the subdivision;
    - d. Existing easements within the tract; and
    - e. The outline of all existing buildings within the tract and their dimensional relationship to proposed lot lines;
  - 2. A topographical map prepared by a licensed surveyor showing contour elevations at two-foot intervals and showing the locations and species of all trees 4" DSH or greater, and any mitigation trees regardless of size;
- F. Delineation of Proposed Conditions. A map or maps drawn to scale showing the following information:
  - 1. The layout and dimensions of lots with each lot identified by number;

2. The outline of all existing buildings within the tract which are to remain;
3. The location of building setback lines, as specified by zoning ordinances;
4. An indication of all land areas to be used for purposes other than residential building sites, including the nature, conditions and limitations of such uses;
5. The location of permanent cased survey monuments as specified by the town staff;
6. The layout, dimensions and profiles of proposed streets, alleys, footpaths and easements;
7. The layout of the proposed storm water drainage system;
8. The layout of all proposed utilities;

G. Water System Service. Application for preliminary approval shall be accompanied by written evidence from the appropriate water district that water is available and will be furnished to serve the proposed water distribution system;

H. Sewer System Service. Application for preliminary approval shall be accompanied by written evidence from the city of Bellevue department of utilities that sewer service will be provided to the proposed subdivision or short subdivision;

I. A title report showing all ownership interest in the property to be subdivided. The title report shall not be older than 30 days prior to the time of submitting the application;

J. ~~A State Environmental Policy Act (SEPA) checklist. (Ord. 603 § 1, 2009; Ord. 497 § 1, 2000)~~



## Chapter 16.16

### DESIGN REQUIREMENTS

#### Sections:

- 16.16.005 Purpose – Applicability.
- 16.16.010 Street layout.
- 16.16.020 Private lanes.
- 16.16.030 Driveway easements or direct-ownership driveways.
- 16.16.040 Lot design.
- 16.16.050 Unit Lot Design
- 16.16.060 Zero Lot Line Design

#### **16.16.005 Purpose – Applicability.**

A. Purpose. The subdivision design standards are intended to provide predictability to developers while ensuring the citizens of Yarrow Point benefit from quality neighborhood design that promotes public health, safety and welfare.

B. Applicability. The standards established herein shall only apply to all new short subdivisions-plats, long plats and general binding site plans.

#### **16.16.010 Street layout.**

The following requirements apply when the subdivision or short subdivision is provided with dedicated public streets:

A. Street Layout. Street layout shall conform to a plan that provides the most advantageous development of the adjoining areas and the entire neighborhood, and shall provide for the continuity of existing streets and arterials.

B. Rights-of-Way.

1. Minimum Right-of-Way. Through streets and dead-end streets over 900 feet in length shall have a minimum right-of-way of 50 feet. Dead-end streets less than 900 feet in length shall have a minimum right-of-way of 40 feet.

2. Dead-End Streets. All dead-end streets shall terminate in a cul-de-sac having a minimum diameter of 70 feet, or other equivalent design as approved by the town council.

C. Grades. Grades of streets shall not exceed 12 percent unless conditions of topography require a steeper grade for practical reasons in the judgment of the town staff.

1. Curves. All changes in street grades shall be connected by vertical curves meeting the standards of the town staff;

2. Intersections. The property lines at street intersections shall be rounded with a minimum radius of 20 feet.

#### **16.16.020 Private lanes.**

The following requirements and limitations apply when the planning commission determines that the subdivision or short subdivision cannot reasonably provide a public right-of-way because of the unique characteristics, small size or dimensions of the property to be divided. A private lane is not a public right-of-way and shall serve no more than seven building sites.

A. Easement for Private Lanes. Perpetual and reciprocal easements for the private lane shall be granted between the several lots of the subdivision or short subdivision in a form approved by the town attorney and consistent with this chapter, and shall be recorded with the King County department of records and elections concurrently with the recording of the subdivision or short subdivision. Such easements shall be for ingress and egress of vehicular and pedestrian traffic and underground utilities, and shall grant to the town the perpetual right of ingress and egress over and upon the private lane and easement for the exercise of police power of the town, including the conduct of all

municipal responsibility and the protection of life and property. Such easements shall at minimum perpetually burden the lots within the subdivision and the owners thereof, jointly and severally, with the obligation and full cost of upkeep, maintenance and repair of the private lane in accordance with minimum standards for such work established by the town, if any, to ensure the continuing exercise by the town of its police power in the subdivision.

B. Maintenance and Repair. The owner and/or owners of lots which utilize a private lane for access to a public right-of-way are required to maintain the condition and accessibility of such private lane. Maintenance and repair shall be performed in accordance with the terms of the easements recorded pursuant to YPMC 16.16.020(A) or such other agreements as may exist between the owners. In the absence of timely and appropriate maintenance and repair of a private lane, the town shall have the right, but not the obligation, to institute legal action against the owner or owners thereof to compel such action, and/or may make necessary repairs, the costs of which shall be assessed, jointly or severally, against the owners of the lots which are serviced by the private lane.

C. Width. Private lanes shall have a minimum accessible easement width of 20 feet for their entire length for purposes of municipal, police, fire and safety access.

D. Turn-Around Area. A turn-around area shall be located adjacent to or within the most distant lot from the public street which is accessed by the private lane. The turn-around shall be of a reasonable and sufficient shape to provide for the turning around of motor vehicles and safety vehicles, as approved by the town staff.

E. Approval. The location of all private lanes and turn-around areas shall be subject to the approval of the town council.

F. The area of the private lane shall not be included as a portion of any lot. Setbacks shall be measured from the near edge of the private lane easement.

G. Exception. Private lanes are prohibited where adequate lot size and proportions can be obtained through the dedication of full width streets, in spite of the fact that the number of potential lots within the subdivision or short subdivision may be less than would be possible if the subdivision or short subdivision utilized a private lane in lieu of a dedicated street.

#### **16.16.030 Driveway easements or direct-ownership driveways.**

A. When a parcel can only be divided into two lots, an easement or direct-ownership panhandle driveway for ingress and egress may be allowed. Such driveway or easement shall have a minimum width of 15 feet for its entire length and shall abut on a public street. The area of this easement or driveway may be included as a portion of either parcel, provided the minimum lot size for each parcel is met. A turn-around is not required. Setbacks, in all instances, shall be measured from the near edge of the easement or property line adjacent to the panhandle driveway and shall be the same as those for private property. It is encouraged that such easements serve both parcels.

B. If an existing access easement is located on the property proposed in the subdivision or short subdivision, and the existing easement serves an adjacent parcel not part of the subdivision or short subdivision, the driveway easement proposed in the subdivision or short subdivision shall be considered a private lane and must meet the requirements of YPMC 16.16.020.

C. If a parcel is being divided into two lots but is capable of being divided into three or more lots, then the access easement shall be considered a private lane and must meet the requirements of YPMC 16.16.020. The area of the private lane easement shall not be included as a portion of any lot. Setbacks shall be measured from the near edge of the private lane easement and shall be as required for setbacks from private lanes.

#### **16.16.040 Lot design.**

A. Size. Minimum lot size shall be as specified in the zoning code. An area designated as a private lane for use as access shall not be included in lot area computations. The area designated as an easement or panhandle driveway for use as access shall be included in lot area computations.

B. Shape. Lots shall be of as simple a geometric shape as possible. In cases where existing lot lines present a condition in conflict with this requirement, boundary line adjustments should be encouraged in order to meet the intent of this requirement.

C. Access. Every lot shall abut on a public street, private lane or easement driveway by a minimum of 20 feet, except for easement or panhandle driveways as permitted under YPMC 16.16.030.

D. Existing Structures. New lot lines shall be drawn in such a manner as to require existing structures to meet requirements of the zoning code.

#### **16.16.050 Unit Lot Design**

A. Unit Lots, including zero lot line unit lots shall not be required to conform to the minimum lot size as specified in YPMC Title 17. The dimensional standards established in YPMC 16.08.020 shall govern unit lot subdivisions. All other provisions of this chapter shall apply.

B. The parent lot to the unit lots shall conform to the standards of the zoning code.

#### **16.16.060 Zero Lot Line Design**

A. Zero lot line subdivisions shall be permitted when an existing structure containing two legally established dwelling units is situated on a lot which can be divided into two lots as set forth in this section.

B. Each resulting lot shall meet the requirements of YPMC chapter 16.16

C. The zero lot line shall transect the structure in a manner which will result in each dwelling unit being entirely on one of the resulting lots

## **Chapter 16.20**

### **IMPROVEMENTS**

Sections:

- 16.20.010 General policies.
- 16.20.020 Street surfaces.
- 16.20.030 Private lane surfaces.
- 16.20.040 Water system.
- 16.20.050 Sewer system.
- 16.20.060 Storm sewers.
- 16.20.070 Utilities.
- 16.20.080 Survey monuments.
- 16.20.090 Installation of improvements.

**16.20.010 General policies.**

Final street, private lane, storm sewer, water and underground services plans must be submitted to the town staff for approval prior to actual construction. If any changes are made during the installation, revised drawings showing the exact location of same must be provided to the town staff. All utilities or storm drains installed in the streets shall be constructed prior to the surfacing of such streets. Service connections for all utilities shall be laid to such lengths as will obviate the necessity for disturbing the street improvements when service connections are made.

**16.20.020 Street surfaces.**

Streets shall be constructed to full width and surfaced in accordance with the town's standard plans and subject to the inspection of the town staff.

**16.20.030 Private lane surfaces.**

Private lanes shall be constructed no less than 11 feet in width and surfaced in accordance with the town's standard plans and subject to the inspection of the town staff, including surfacing of the turn-around sufficient to accommodate the operation of emergency vehicles including fire vehicles.

**16.20.040 Water system.**

The water distribution system including the location of fire hydrants shall be designed and installed in accordance with the standards of the appropriate water district. Connections shall be provided for each lot.

**16.20.050 Sewer system.**

The subdivision and short subdivision shall have a complete sanitary sewer system which shall be designed and installed in accordance with the standards of the city of Bellevue department of utilities.

**16.20.060 Storm sewers.**

All subdivisions and short subdivisions shall provide storm sewers for the control and disposal of surface and ground water runoff, including but not limited to such water as may be collected from roof downspouts, drains, surface drains and foundation drains. Such sewers and appurtenances shall be so located and designed to meet the requirements specified by the town staff, so as to conform and be compatible with adjacent natural drainage ways and storm sewers and to meet the requirements of YPMC 17.20.040.

**16.20.070 Utilities.**

All new and upgraded utilities for subdivisions and short subdivisions shall be installed underground.

**16.20.080 Survey monuments.**

Permanent monuments and other markers shall be erected and located and each lot shall be staked in accordance with the standards and subject to the inspection of the town staff.

**16.20.090 Installation of improvements.**

When the preliminary subdivision or dedication has received preliminary approval by the town council, the subdivider may elect by a written statement to carry out minimum improvements (before requesting final approval in accordance with the provisions of this chapter) by one of the following methods or by a combination of these methods:

A. By furnishing the town with a subdivision bond, in which assurance is given to the town that the installation of minimum improvements will be made within one year from the date of preliminary approval. The amount of the subdivision bond shall be equal to 125 percent of the estimated cost of the improvements as approved by the town staff. All legal costs incurred by the town to enforce completion of the site improvements shall be borne by the subdivider and/or become a lien against the property.

B. By actually installing the minimum improvements within one year from the date of preliminary approval.

C. By providing a set-aside account in an amount equal to the installation cost of the improvements to be repaid upon the completion of the installation to the satisfaction of the town staff.

## Chapter 16.24

### FINAL PLAT REQUIREMENTS

#### Sections:

- 16.24.010 Form of final plat.
- 16.24.020 Intent of final plat.
- 16.24.030 Compliance with RCW and WAC.
- 16.24.040 Requirements.

#### **16.24.010 Form of final plat.**

The final plat shall be prepared by a land surveyor in a digital format compatible with the Town and King County's digital systems, on mylar, 18 inches by 24 inches. More than one sheet may be required.

#### **16.24.020 Intent of final plat.**

The final plat shall not deviate from the intent of the preliminary plat upon which tentative approval was granted.

#### **16.24.030 Compliance with RCW and WAC.**

All final plats submitted to the town shall meet the requirements set out in Chapter 58.09 RCW, Chapter 332-130 WAC, and the requirements set out in YPMC 16.24.040.

#### **16.24.040 Requirements.**

Each and every plat, or replat, of any property filed for record shall contain the following:

##### A. Statements, declarations, or dedications, and certifications of approval and recording as follows:

1. A declaration statement, or if there is to be a dedication of public right-of-way, a dedication statement, by the owner(s) of the property being subdivided declaring their intent to subdivide the property, including certification of the owner(s) signature by a notary public;
2. A statement of approval from the town staff;
3. A statement by the registered land surveyor certifying that the plat is based upon an actual survey;
4. If there is a dedication of public right-of-way, a statement by the town clerk/treasurer that there are no delinquent special assessments and all special assessments on any of the property to be dedicated are paid in full;
5. Certificates of approval by the planning commission, mayor, and council;
6. A recording certificate signed by the appropriate officials of the King County department of records and elections; and
7. A certification from the proper officer or officers in charge of tax collections that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

Samples of these statements and certificates can be obtained from the town clerk/treasurer.

##### B. Identification and Description. The following data shall be shown on the plat:

1. Name of subdivision and plat file number;
2. Location by section, township, and range and the notation "Town of Yarrow Point, Washington";

3. The name, address, seal and signature of the land surveyor who prepared the plat drawing;
4. The name of the developer;
5. Scale, date, and the direction of north referenced to Washington Lambert Grid, north zone, or approved alternative;
6. The description of the property platted as shown on the plat certificate (see YPMC 16.12.030(I));
7. A complete survey of the plat and section, or sections, in which the plat is located, or as much as may be necessary to properly orient the plat within such section or sections;
8. True courses and distances to the nearest section corners which shall accurately establish the location of the subdivision;
9. The subdivision boundary lines with accurate distances and bearings referenced to Washington Lambert Grid, north zone, or approved alternative;
10. The name, location, width, bearings and distances of all easements within the subdivision;
11. Radii, internal angles, points of curvature, tangent bearings, and length of all arcs;
12. All lot numbers, and lot perimeter dimensions and bearings;
13. The location of survey monuments;
14. Accurate outlines of any areas to be dedicated or reserved for public use, with the purpose and the statement of dedication indicated thereon, and any area to be reserved by deed covenant for common uses of certain property owners.

## Chapter 16.28

### SHORT SUBDIVISIONS

Sections:

16.28.010 General policies.

~~16.28.020 Repealed.~~

16.28.020~~030~~ Procedures.

16.28.030~~040~~ Requirements.

16.28.040 Time limitation for final decision.

#### **16.28.010 General policies.**

~~A.~~ Approval of a preliminary short subdivision or dedication indicates merely the general acceptability of the layout as submitted. Short subdivision of property is subject to final approval as required by this chapter.

~~B. Preliminary short subdivisions and dedications shall be approved, disapproved, or returned to the applicant for modification or correction within 120 days after the town has notified the applicant that the application is complete unless the applicant consents to an extension of such time period.~~

#### **~~16.28.020 Preapplication conference.~~**

~~Repealed by Ord. 730. (Ord. 603 § 1, 2009; Ord. 497 § 1, 2000)~~

#### **16.28.020~~16.28.030~~ Procedures.**

A. The provisions of this chapter may be used by an applicant subdivider seeking approval of a short subdivision. An applicant subdivider utilizing the provisions of this chapter must meet the requirements of a final plat as specified in YPMC 16.24.040.

~~B. The application will be submitted to the town clerk/treasurer who will affix to the application a file number and the date it is received. The application will be transmitted to the town staff and the planning commission for review. The planning commission shall, at its next regular meeting, make a recommendation for approval, disapproval or revision. Upon recommendation for approval or disapproval, the application will be transmitted to the town council. The town council/town staff will approve, disapprove or recommend revisions to the short subdivision based on the criteria established in this chapter at a public hearing during the regular meeting of the town council which follows the planning commission meeting.~~

#### **16.28.030~~16.28.040~~ Requirements.**

A. Filing. When town staff ~~the town council~~ finds that ~~the public use and interest will be served by the proposed short subdivision and~~ the short subdivision meets the requirements of this chapter and all local regulations, town staff ~~it~~ shall ~~authorize the mayor to~~ inscribe and execute his/her written approval on the face of the plat. Upon approval of the short subdivision, the applicant shall record the final short subdivision with the King County department of records and elections and provide a copy of the recorded final short subdivision to the town. The original of the final short plat shall be submitted by the developer to the town and thereafter the town will file for record with the King County department of records and elections. One copy shall be retained by the town. One copy shall be furnished to the town staff.

B. Short subdivisions shall comply with Chapters 16.16 and 16.20 YPMC.

C. No building permit will be issued on any lot created by the short subdivision plat approval until all required improvements are completed, bonded for completion, or a set-aside account equal to 100 percent of the actual cost of said improvements is created and approved by the town staff and the short subdivision plat has been recorded.

#### **16.28.040 Time limitation for final decision.**

A preliminary plat application shall be approved, approved with conditions or denied within 30 days after a complete application has been submitted, unless the applicant consents to an extension in writing of such time period; provided, that if an environmental impact statement is required as provided in RCW 43.21C.030, the 90-day



| period shall not include the time spent preparing and circulating the environmental impact statement by the Town.

## Chapter 16.32

### BOUNDARY LINE ADJUSTMENTS

#### Sections:

16.32.010 General policies.

~~16.32.020 Repealed.~~

16.32.020~~030~~ Procedures.

16.32.030~~040~~ Filing.

16.32.040~~050~~ Compliance with zoning code.

16.32.050~~060~~ Nonconforming structures.

#### **16.32.010 General policies.**

In accordance with RCW 58.17.040(6), an exemption from platting requirements may be granted for boundary line adjustments if the division is made for the purpose of adjusting boundary lines and does not create any additional lot, tract, parcel, site, or division nor create any additional lot, tract, parcel, site or division which does not meet the applicable requirements of YPMC Title 17~~the Yarrow Point zoning code~~.

#### ~~**16.32.020 Preapplication conference.**~~

~~Repealed by Ord. 730. (Ord. 603 § 1, 2009; Ord. 585 § 2, 2008; Ord. 497 § 1, 2000)~~

#### **16.32.020~~16.32.030~~ Procedures.**

A. The application will be submitted to the town clerk/treasurer who will affix to the application a file number and the date it was received. The application for a boundary line adjustment will be transmitted to the town staff ~~and the planning commission for review. Town staff may~~The planning commission shall make a recommendation for approval, disapproval or revision. Upon recommendation for approval or disapproval, the application will be transmitted to the town council. The town council will approve, disapprove or recommend revisions to the boundary line adjustment based on the criteria established herein at a public hearing.

B. Applications for boundary line adjustments shall include the following as applicable:

1. legible to-scale drawing showing:
  - a. Existing dimensions of all properties and proposed new boundary line adjustments;
  - b. Identification of adjacent streets;
  - c. Dimensions of existing and proposed easements, if any;
  - d. Existing structures and distance to property lines;
  - e. All significant trees, and mitigation trees, as defined YPMC 20.22.020;
  - f. Indication of north;
  - g. Identification of parcels as Lot A, Lot B, etc.;
  - h. Location of septic tank drainfield or sewer lines;
  - i. Section, township and range.
2. the signatures of all the owners involved in the adjustment, indicating approval of the proposal.
3. a copy of the existing legal description and proposed legal descriptions and a copy of a current title report or plat certificate or boundary line certificate dated within thirty days of the date of submittal.

~~Applicants shall provide the following:~~

- ~~1. The name, address and phone number of the applicant (owner);~~
- ~~2. The legal descriptions of the lots before and after the proposed boundary line adjustment;~~
- ~~3. A map drawn to scale by a licensed surveyor as required by YPMC 16.12.030(E) and (F). (Ord. 603 § 1, 2009; Ord. 497 § 1, 2000)~~

~~16.32.030~~**16.32.040**      **Filing.**

**Upon approval of the boundary line adjustment, the applicant shall record the boundary line adjustment with the King County department of records and elections and provide a copy of the recorded boundary line adjustment to the town.** ~~The original of the final boundary line adjustment drawing shall be submitted by the applicant to the town and thereafter the town will file for record with the King County department of records and elections. A digital~~ One copy shall be retained by the town. One copy shall be furnished to the town staff.

~~16.32.040~~**16.32.050**      **~~Compliance with zoning code.~~**

No boundary line adjustment will be allowed which results in a violation of YPMC Title 17 ~~the zoning code.~~

~~16.32.050~~**16.32.060**      **Nonconforming structures.**

No nonconforming structures shall be allowed to remain on a lot resulting from a proposed boundary line adjustment. All nonconforming structures shall be removed or renovated to conform prior to the final recording of any granted boundary line adjustment.

## GENERAL PROVISIONS

### Sections:

- 17.04.010 Title.
- 17.04.020 Interpretation.
- 17.04.030 Purpose.
- 17.04.040 Official map for zoning.
- 17.04.050 Administration.
- 17.04.060 Validity.

#### **17.04.010 Title.**

This title shall be known as the zoning code for the town of Yarrow Point.

#### **17.04.020 Interpretation.**

In their interpretation and application, the provisions of this title shall be held to be the minimum requirements which are adopted for the promotion of the public health, safety, and welfare. This code is to be interpreted as a whole, in view of the purpose set out in this chapter. If the general purpose of this development code conflicts with the specific purpose of any chapter of this development code, the specific purpose shall control.

#### **17.04.030 Purpose.**

The purpose of this title is to regulate the use of land; to limit land use density to be compatible with the street, local park, and infrastructure capabilities; to regulate the size and placement of buildings, structures, and vegetation so as to assure some preservation of views, light, air, and open space; and preserve the character of the neighborhood.

#### **17.04.040 Official map for zoning.**

The location, size, shape, area and boundaries of the zones to which the provisions of the text of this title are applicable shall be as indicated on the map which is entitled "Official Zoning Map of the Town of Yarrow Point," and such map, as adopted by the town council, shall be a part of this title, copy on file with the town clerk/treasurer.

#### **17.04.050 Administration.**

The position of ~~Plannerbuilding official~~ is hereby created to administer the provisions of this and any YPMC provisions related to zoning and land use title. The ~~Plannerbuilding official~~ shall be appointed by the mayor and serve at the mayor's discretion.

#### **17.04.060 Validity.**

If any section, paragraph, subsection, clause or phrase of this code is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this code. The town council hereby declares that they would have passed this code and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses, or phrases were unconstitutional or invalid.

## Chapter 17.08

### DEFINITIONS

Sections:

17.08.010 Definitions.

#### **17.08.010 Definitions.**

Words used in the singular include the plural and the plural the singular.

“Accessory dwelling unit (ADU)” means a habitable dwelling unit added to, created within, or detached from a single-family dwelling that provides basic requirements for living, sleeping, eating, cooking and sanitation.

“Accessory use” means a use customarily incidental and accessory to the principal use of a site or a building or other structure located upon the same lot.

“Adult family home” means the regular family abode of a person or persons who are providing personal care, special care, and room and board to more than one but not more than six adults who are not related by blood or marriage to the person or persons providing the services.

“Alteration” means any human-induced action which impacts the existing condition of the area, including, but not limited to:

1. Grading, filling, dredging, draining, channelizing, cutting, topping;
2. Clearing, relocating or removing vegetation;
3. Paving, construction, modifying for surface water management purposes;
4. Human activity that impacts the existing topography, vegetation, hydrology, or wildlife habitat.

~~“Alteration” does not include walking, passive recreation, fishing, or similar activities.~~

“Appeal, closed record” means an administrative appeal to the town council following an open record hearing on a project application. Evidence for the appeal is limited to the record of the open record hearing.

“Appeal, open record” means an administrative appeal to the planning commission or town council when there has not been an open record hearing on a project application. New evidence or information is allowed to be submitted in review of the decision.

“Boat house” means a structure with a roof and at least one wall designed for storage of vessels located over water.~~structure erected over water, intended to provide shelter for a boat.~~

“Building” means any structure built for the support, shelter or enclosure of persons, animals, or chattels.

“Building site” means a lot meeting the requirements of YPMC 17.16.050, for the purpose of erecting a building or structure.

“Bulkhead” means a placement of rock, stone, concrete, timber, or similar materials at the shoreline for the purpose of protecting said shoreline from the wave action of the water.

“Catastrophic loss” means a loss which occurs as a result of accidental fire, storm, earthquake or any other natural disaster, or an act of vandalism, terrorism or war.

“Clearing” means the act of destroying or removing trees or groundcover from any lot, public lands, or public right-of-way.

"Cottage housing" means residential units on a lot with a common open space that either: (a) Is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space.

"Courtyard apartments" means attached dwelling units arranged on two or three sides of a yard or court.

"Development" means:

1. A piece of land that contains buildings, structures, and other modifications to the natural environment; or
2. The alteration of the natural environment through:
  - a. The construction or exterior alteration of any building or structure, whether above or below ground or water, and any grading, filling, dredging, draining, channelizing, cutting, topping, or excavation associated with such construction or modification.
  - b. The placing of permanent or temporary obstructions that interfere with the normal public use of the waters and lands subject to this code.
  - c. The division of land into two or more parcels, and the adjustment of property lines between parcels.

"Dock, pier or wharf" means a structure which extends from the land into the water for recreational purposes.

"Dwelling unit" means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation.

~~"Family" means one or more persons (but not more than six unrelated persons) living together in a single housekeeping unit. For purposes of this definition and notwithstanding any other provision of this code, children with familial status within the meaning of Title 42 United States Code, Section 3602(k), and persons with handicaps within the meaning of Title 42 United States Code, Section 3602(h), will not be counted as unrelated persons.~~

"Fence" means a barrier commonly composed of posts or piers connected by boards, rails, panels or wire, or a masonry wall.

"Garage" means an enclosed structure or portion of a structure which may be used for storing motor vehicles, either attached to a dwelling unit or as a separate structure, with a door which is sized to accomodate vehicular access.

"Gardening shed" means a structure erected for the storage of land gardening equipment, which equipment is used only for the purpose of maintaining the lot upon which the equipment is located.

"Grade, existing" means the surface level at any point on the lot prior to alteration of the ground surface.

"Grade, finished" means the surface of the ground which has been graded in site development to adapt the lot to the dwelling, driveways, streets and adjoining lots, but not to include raised areas such as berms which artificially increase the elevation of local areas.

"Grade, original" means the grade of undisturbed earth which existed at the time of incorporation of the town of Yarrow Point, June 30, 1959.

"Gross floor area" means the interior habitable area of a dwelling unit including basements and attics.

"Hedges" are defined pursuant to YPMC 20.23.020(D).

"Hot tub" means a hot tub as defined in the Uniform Swimming Pool, Spa and Hot Tub Code, as adopted by the town of Yarrow Point.

"Impervious surface" includes without limitation the following:

1. Buildings: the footprint of the building and structures including all eaves;

2. Vehicular use: driveways, streets, parking areas and other areas, whether constructed of gravel, pavers, pavement, concrete or other material, that can reasonably allow vehicular travel;
3. Sidewalks: paved pedestrian walkways, sidewalks and bike paths;
4. Recreation facilities: patios, porches, tennis courts, sport courts, pools, hot tubs, and other similar recreational facilities;
5. Landscaping: walls and rockeries are considered impervious surfaces; and
6. Miscellaneous: any other structure or hard surface which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, or causes water to run off the surface in greater quantities or at an increased rate of flow from present flow rate under natural conditions prior to development.

“Inundated land” means any portion of a lot which is naturally or artificially submerged by the water of Lake Washington.

“Lift station (boat hoist)” means a structure or device attached or adjacent to a dock, wharf or pier used to raise a watercraft above the waterline for secure moorage purposes.

“Lot” means a physically separate and distinct parcel of property and on lakefront properties above ordinary high watermark, which has been created pursuant to YPMC Title 16, or state law, and meets the applicable requirements of YPMC 17.16.050. ~~means a designated parcel, tract or area of land established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon as a unit.~~

“Lot area” means the total horizontal area included within the lot lines, which shall not include inundated land except where portions of the lot are inundated land created by excavation for the purpose of creating a cove. The lot area shall not include the area provided for private lanes.

“Lot line revision” means an adjustment of boundary lines between existing lots that does not create any additional lots and which does not reduce the area of any existing lot to the point that it fails to meet minimum development code requirements for area and dimensions.

“Low decks” means decks without roof covering having a height above finished grade not more than one foot higher than one-half the distance to the nearest property line but not exceeding three feet. The height does not include railings.

“Lowest adjacent finished grade” means the lowest point of the ground level immediately next to or abutting a building or structure.

“Mechanical equipment” means

“Nonconforming lot” means a lot that has less than the minimum area required by the current code for the zone in which the lot is located.

“Nonconforming structure” means a structure that does not comply with the existing code.

“Nonconforming use” means a use of land not permitted in the existing code.

“Open-work fence” means a fence in which the solid portions are evenly distributed and constitute no more than 50 percent of the total surface area.

“Ordinary repairs and maintenance” means an activity in response to the effects of aging, ordinary use, or wear and tear that restores the character, scope, size, footprint or design of a serviceable area, structure, or land use to its previously existing, authorized or undamaged condition; however, this is not intended to allow total replacement, substitution or reconstruction of a nonconforming structure.

“Other Definitions”. When any word used in this title is not specifically defined herein, its definition shall be that in

the Town's adopted Shoreline Master Program (SMP) or if it is not defined the SMP, then its definition shall be that in the Webster's New International Dictionary of the English Language, and where more than one definition is given, the most common nonprofessional usage shall govern.

"Panhandle driveway" means a means of access to and from a public street or private lane provided for a lot or lots and which is not required to be classified as a private lane per this section. Such a driveway may be an easement, a jointly owned, or privately owned area of land.

"Permanent supportive housing" means one or more subsidized, leased dwelling units with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in Chapter 59.18 RCW.

"Private lane" means:

1. The primary means of access to and from a public street provided for more than two building sites with right of use provided by an easement or land ownership; or
2. A means of access which is required to be platted as a private lane per the requirements of YPMC Title 16, Subdivisions.

"Retaining wall/rockery" means a wall of masonry, wood, rock, metal, or other similar materials or combination of similar materials that bears against earth or other fill surface for purposes of resisting lateral or other forces in contact with the wall, and/or the prevention of erosion.

"Setbacks" means a term establishing a minimum distance from the line of ordinary high water, or from the near edge of a public right-of-way, or from the near edge of a private lane or panhandle driveway, or from the line separating adjacent private property to the vertical projections to the ground of the outermost parts of any structure, or the distance between dwelling units on a single lot.

"Shoreline" means- ~~The~~ the official shoreline, as shown on the town zoning map, shall be the shoreline of Lake Washington at the line of ordinary high water which shall be 22 feet above mean lower low water in Puget Sound.

"Single-family dwelling" means a building designed and/or used to house not more than one family, plus any live-in household employees of such family.

"Spa" means a spa as defined in the Uniform Swimming Pool, Spa and Hot Tub Code, as adopted by the town of Yarrow Point.

"Storm sewers" means facilities for the control and disposal of rain water and ground water runoff.

"Structure" means anything constructed or erected which requires location on the ground, or attachment to something having a location on the ground.

"Structure area" means the total horizontal area covered by buildings and structures but not to include swimming pools, the portion of roof overhangs less than two and one-half feet, recreational facilities without roofs, piers, boat houses, window wells and low decks.

"Structure height" means the height of any portion of a structure measured vertically from any point to the original grade, ~~but not to include chimneys, or conventional broadcast band TV or radio receiving antennas.~~

"Swimming pool" means a swimming pool as defined in the Uniform Swimming Pool, Spa and Hot Tub Code, as



adopted by the town of Yarrow Point.

“Transitional housing” means one or more dwelling units owned, operated, or managed by a nonprofit organization or governmental entity in which supportive services are provided to individuals and families that were formerly homeless, with the intent to stabilize them and move them to permanent housing within a period of not more than 24 months, or longer if the program is limited to tenants within a specified age range or the program is intended for tenants in need of time to complete and transition from educational or training or service programs.

“Underground structure” means a structure principally underground, which does not exceed the height limitation for low decks.

“Variance” means a modification of standard development code provisions based on special circumstances and complying with the town’s variance criteria.

“Vehicles, Large” ~~means:~~ Vehicles such as trailers, recreational vehicles, motor homes, trucks, SUVs and portable equipment are to be classified as large if their height exceeds seven feet, and to include all vehicles less than seven feet in height having a load capacity exceeding 20,000 pounds gross weight.

“Waterfront structure” means docks, piers, wharves, floats, mooring piles, anchor buoys, bulkheads, submerged or overhead wires, pipes, cables, and any other object passing beneath, through or over the water beyond the line of ordinary high water.

“Waterward” means any point located in Lake Washington, lakeward from the ordinary high water mark.

“Wetlands” means areas that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and that under normal conditions do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands do not include artificial wetlands, such as irrigation and drainage ditches, grass-lined swales, landscape amenities, and detention facilities unless the artificial wetlands were created to mitigate the alteration of a naturally occurring wetland.

## Chapter 17.12

### USE AND CLASSIFICATIONS

#### Sections:

- 17.12.010 Land use classifications.
- 17.12.020 Permitted uses.
- 17.12.025 Primary uses.
- 17.12.030 Accessory uses.
- 17.12.040 Commercial use of property.
- 17.12.050 Special property uses.

#### **17.12.010 Land use classifications.**

The land use classifications within the zones as shown on the zoning map of the town of Yarrow Point shall be:

A. Zone R-12 Residential

B. Zone R-15 Residential

#### **17.12.020 Permitted uses and density requirements:**

A. Permitted Uses. It is hereby established that the uses permitted in all zones are as set forth in this chapter. Any use not expressly permitted is prohibited.

B. Maximum Dwelling Unit Density. Not more than two dwelling units are permitted on any lot in any zone.

#### **17.12.025 Primary uses.**

##### A. Single Family dwellings:

1. Shall count as one dwelling unit
2. Consisting of a single detached dwelling unit. No more than one stand along single family dwelling may be constructed on a buildable lot.
3. May be converted to one of the other primary uses listed herein as long as the resulting combination does not exceed the density requirement as established under YPMC 17.12.020(B) and the provisions of the other primary use as established in this Chapter are met.
4. Shall contain at least a two car garage which:
  - a. May be attached or detached
  - b. Shall have a minimum interior floor area dimension of 16' wide by 20' deep
  - c. May be configured as two or more single garages where each has a minimum interior dimension of 8' wide by 20' deep
  - d. Shall have vehicular access to the Town right of way.
  - e. Vehicular lift shall not be used as a substitute for the dimensional standard of the garage as this is a design criteria and not a minimum parking requirement.
5. A dwelling unit shall have a house number as established by the town building official.
6. The dwelling unit shall comply with the State Building Code and all other applicable regulations.

##### B. Duplexes:

1. Shall count as two dwelling units and shall not be more than two dwelling units in any combination.
2. Dwelling units shall share a wall which separates conditioned space on both sides.
3. May be converted to one of the other primary uses as long as the resulting combination does not exceed the density requirement as established under YPMC 17.12.020
4. Shall contain at least a two car garage per dwelling unit which:
  - a. May be attached or detached
  - b. Shall have a minimum interior floor area dimension of 16' wide by 20' deep
  - c. May be configured as two or more single garages where each has a minimum interior dimension of 8' wide by 20' deep

- d. Shall have vehicular access to the Town right of way.
- e. Vehicular lift shall not be used as a substitute for the dimensional standard of the garage as this is a design criteria and not a minimum parking requirement.
- 5. Each dwelling unit shall have a separate house number as established by the town building official.
- 6. The accessory dwelling unit shall comply with the State Building Code and all other applicable regulations.

#### C. Cottage Housing:

- 1. Shall be a combination of two single family dwellings on a single buildable lot and shall not be more than two dwelling units in any combination.
- 2. Each Cottage shall be a standalone building and each shall count as a dwelling unit
- 3. 20% of the buildable lot shall be shared open space with the following criteria:
  - a. Shared open space shall be owned in common
  - b. Shared open space shall not include driveways, parking spaces, or structures enclosed on more than 2 sides.
  - c. Shared open space shall be contiguous and rectangular unless infeasible
  - d. Shared open space shall not be in the setbacks except those setbacks between two dwelling units on a single platted lot.
  - e. Shared open space shall be positioned between the two dwelling units so as to maximize the distance between units.
  - f. Shared open space shall not contain mechanical equipment
  - g. On irregular shaped lots staff may approve an open space which is not exactly rectangular.
- 4. Shall contain at least a two car garage per dwelling unit which:
  - a. May be attached or detached
  - b. Shall have a minimum interior floor area dimension of 16' wide by 20' deep
  - c. May be configured as two or more single garages where each has a minimum interior dimension of 8' wide by 20' deep
  - d. Shall have vehicular access to the Town right of way.
  - e. Vehicular lift shall not be used as a substitute for the dimensional standard of the garage as this is a design criteria and not a minimum parking requirement.
- 5. Each dwelling unit shall have a separate house number as established by the town building official.
- 6. The dwelling unit shall comply with the State Building Code and all other applicable regulations.

#### D. Stacked Flats

- 1. Shall count as two dwelling units which are positioned one atop the other and shall not contain more than 2 dwelling units in any combination.
- 2. Dwelling units must share a floor/ceiling between conditioned space
- 3. Shall contain at least a two car garage per dwelling unit which:
  - a. May be attached or detached
  - b. Shall have a minimum interior floor area dimension of 16' wide by 20' deep
  - c. May be configured as two or more single garages where each has a minimum interior dimension of 8' wide by 20' deep
  - d. Shall have vehicular access to the Town right of way.
  - e. Vehicular lift shall not be used as a substitute for the dimensional standard of the garage as this is a design criteria and not a minimum parking requirement.
- 4. Each dwelling unit shall have a separate house number as established by the town building official.
- 5. The dwelling units shall comply with the State Building Code and all other applicable regulations.

#### E. Courtyard Apartments

- 1. Shall count as two dwelling units and shall not contain more than 2 dwelling units in any combination.
- 2. Dwelling units shall share a wall which separates conditioned space on both sides.
- 3. 20% of the buildable lot shall be shared open space with the following criteria:
  - a. Shared open space shall be owned in common
  - b. Each dwelling unit shall have at least one wall with frontage to the shared open space.
  - c. Shared open space shall not include driveways, parking spaces, or structures enclosed on more than 2 sides.
  - d. Shared open space shall be contiguous and rectangular unless infeasible

- e. Shared open space shall not be in the setbacks except those setbacks between two dwelling units on a single platted lot.
- f. Shared open space shall not contain mechanical equipment
- g. On irregular shaped lots staff may approve an open space which is not exactly rectangular.
- 4. Shall contain at least a two car garage per dwelling unit which:
  - a. May be attached or detached
  - b. Shall have a minimum interior floor area dimension of 16' wide by 20' deep
  - c. May be configured as two or more single garages where each has a minimum interior dimension of 8' wide by 20' deep
  - d. Shall have vehicular access to the Town right of way.
  - e. Vehicular lift shall not be used as a substitute for the dimensional standard of the garage as this is a design criteria and not a minimum parking requirement.
- 5. Each dwelling unit shall have a separate house number as established by the town building official.
- 6. The dwelling units shall comply with the State Building Code and all other applicable regulations.

~~Primary uses include single-family dwellings. One single-family residence is permitted on each building site. (Ord. 549 § 1, 2005)~~

#### **17.12.030 Accessory uses.**

The only accessory uses permitted in all zones are listed in the following subsections. Specific limitations on accessory uses and structures are identified where such limitations have been established.

A. Paving. Impervious surfaces shall include provisions to direct rain water into a street storm drain or into a detention system or into a storm drain infiltration system in accordance with adopted stormwater standards.

B. Fences, Walls, Hedges. Fences, walls and hedges are permitted subject to the following criteria:

- 1. No fence, wall, hedge or vegetation shall be permitted which will impair the visibility for vehicular traffic as determined by the town engineer or his designee.
- 2. No fence, freestanding wall, retaining wall, rockery, or hedge in the setback area shall exceed six feet, six inches in height above the lowest adjacent finished grade, except as noted below.
- 3. Where a retaining wall protects a cut, such a wall may be topped by a fence or wall of the same height that would otherwise be permitted at the location if no retaining wall existed.
- 4. Where a retaining wall protects a fill, the height of the fill shall be considered as subtracting from the normally permitted height of a fence constructed in the setback area.
- 5. Whenever a fence is required as a protective guard rail for a retaining wall that protects a fill, the combined height of the wall and fence shall be permitted to exceed six feet, six inches in height; provided, that the fence shall not exceed 36 inches in height and any portion of such fence more than six feet, six inches above the foot of the wall shall be an open-work fence.

C. Garages. Garages used to store vehicles, maintenance materials and equipment associated with the primary use.

D. Underground structures.

E. Accessory Dwelling Units (ADU). An ADU is considered one dwelling unit for density calculations. ~~One ADU accessory dwelling unit~~ is permitted as subordinate to an existing single-family dwelling; provided, that the following requirements are met:

- 1. ~~Owner Occupancy. Either the principal dwelling unit or the accessory dwelling unit must be occupied by an owner of the property or an immediate family member of the property owner. "Owner occupancy" is defined as a property owner, as reflected in title records, who makes his or her legal residence at the site, as evidenced by voter registration, vehicle registration, or similar means, and actually resides at the site more than six months out of any given year.~~

1. Density. The lot is a legally established buildable lot and contains no more than one dwelling unit.
2. Size. The gross floor area of an ADU ~~accessory dwelling unit shall not exceed six percent of the lot area and shall contain not less than 220 square feet and not more than 1000~~<sup>850</sup> gross square feet, excluding any related garage area.
3. Location. The ADU ~~accessory dwelling unit~~ may be a part of the single family dwelling as established in this chapter~~principal residence~~ or located in a separate building.
4. Parking. ~~Two 10-foot by 22-foot off street parking places are required in addition to off street parking required for the primary residence.~~
5. The ADU ~~accessory dwelling unit~~ shall have an external entry, thus not requiring entry into the primary residence. ~~Where the primary residence has frontage on a public street, the accessory dwelling unit entry shall not face the public street.~~
6. Address. The ADU ~~accessory dwelling unit~~ shall have a separate house number as established by the town building official.
7. Code Compliance. The ADU~~accessory dwelling unit~~ shall comply with the State Building Code and all other applicable regulations.
8. Garage. The accessory dwelling unit shall contain at least a two car garage which:
  - a. May be attached or detached.
  - b. Shall have a minimum interior floor area dimension of 16' wide by 20' deep.
  - c. May be configured as two or more single garages where each has a minimum interior dimension of 8' wide by 20' deep.
  - d. Shall have vehicular access to the Town right of way.
  - e. Vehicular lift shall not be used as a substitute for the dimensional standard of the garage as this is a design criteria and not a minimum parking requirement.
- ~~8. No more than two persons may reside in an accessory dwelling unit.~~

F. Garden sheds.

G. Hobby shops. Hobby shops shall be permitted as a use in any accessory or primary residential building and, to the extent that any activity in connection therewith is conducted out of doors, shall be so screened as to be substantially obscured from public view.

H. Inundated Land. The only uses permitted for inundated land are those uses related to recreation, such as swimming, boating, docks, piers and boathouses. Inundated land may not be filled with earth or any other material except as permitted by applicable federal and state regulations. The shoreline shall not be altered to reduce the water area. If altered, the shoreline shall be continuous at each property sideline boundary. The depth of the water may be increased but depth may not be reduced.

I. Bulkheads. A bulkhead consisting of rock, stone, concrete, timber or similar materials may be constructed, provided it does not materially reduce the water area. They may be placed at the shoreline, following its contour as defined in Chapter 17.08 YPMC, or the shoreline may be cut back to allow its placement. Bulkheads shall be continuous at each property sideline boundary where bulkheads exist.

J. Piers. One pier is permitted for each building site or each separately provided lot which may not be a building site when a minimum setback of 10 feet from the extended lot line is provided. Piers may be located so as to straddle a property line when a mutual reciprocal easement between the two affected properties which provides for the common use of such pier is filed with the county auditor. A property line pier is allowed only in lieu of any other pier. Piers may extend outward from the shoreline of ordinary high water for a distance not to exceed 150 feet.

K. Canopy/Moorage Covers. Are permitted as defined and regulated under the Town's Shoreline Master Program (SMP). ~~Boat Houses. One covered structure located over the water and upon or as part of any pier is permitted for~~

~~each lakefront building site. The sides of the structure shall not be enclosed except that one storage locker may be constructed on the shoreward end which shall not exceed six feet in width and three feet in depth.~~

L. Piling for Piers and Moorage. Piling for moorage shall not extend higher than six feet above the line of ordinary high water. Piling for piers and boathouses shall not extend above the deck of the pier. A setback of 10 feet shall be provided from extended sidelines, except that piling may be located without respect to setbacks when mutual reciprocal easements are filed with the county auditor by the adjoining affected property owners.

M. Boats, Float Planes, Seaplanes and Helicopters.

1. Boats. Boats may be stored; provided, that such storage position, if not at a dock or boat house, is located so the vessel meets all setback requirements for buildings except as provided in YPMC 17.16.040(A)(2). Boats may not be lived in.

2. Seaplanes. Seaplanes may be moored or stored within the town; provided, that seaplanes must maintain a 10-foot setback from the side property lines of adjacent properties and no part of a seaplane may extend into the 10-foot setback. Seaplanes may not be anchored to shorelands adjacent to waterfront property or attached to such property without the permission of the owner of such property.

3. Helicopters. The storage, use or operation of helicopters is prohibited, except in cases of emergency.

N. Recreational Facilities.

1. Playgrounds, tennis courts, badminton courts, basketball courts, and similar facilities.

2. Swimming Pools, Hot Tubs, and Spas. Swimming pools, hot tubs and spas, including temporary and permanent covers, exceeding height of low decks are required to meet all restrictions applicable to structures. Pools must be enclosed by fencing at least five feet high, with no openings larger than four inches wide. Gates must be self-closing with self-latching devices that are at least four and one-half feet above the ground and located on the pool side of the fence. The fencing and gate shall be designed to prohibit climbing or penetration by small children. Other permanent barriers equal to or more effective than fencing in controlling access may be deemed acceptable. Application for approval of alternate barriers shall be made through the planning commission for approval by the town council.

3. Fencing surrounding tennis courts, paddle tennis courts, and similar recreational facilities shall be constructed of non-sight-obscuring material and shall not exceed 12 feet in height.

4. Lighting. Outdoor lighting of recreational facilities and for general yard illumination must point downwards. The beam of light must be no higher than three feet above grade at the property line of any adjoining property. Light poles or standards must comply with the height restrictions for structures set forth in this title, but are exempt from setback restrictions.

O. Large Vehicles. Large vehicles may be stored; provided, that the vehicle meets all setback requirements for buildings. Such vehicles may not be lived in.

P. Signs. Signs shall be permitted as provided in Chapter 15.08 YPMC.

#### **17.12.040 Commercial use of property.**

A. No commercial activity shall be carried on within the corporate limits of the town of Yarrow Point except as provided herein, unless the following conditions are met:

BA. Commercial activities consisting of home occupations consistent with the provisions of this section.

1. Home occupations are permitted within a dwelling unit provided it meets all standards and requirements of this section. The home occupation will be carried on within the confines of the resident's home.

B.2. The home occupation shall be clearly incidental and secondary to the use and function of the dwelling unit as a residence.

~~3. Only one employee who does not reside in the dwelling unit is not a member of the resident's immediate family may be employed in the home occupation.~~

~~C. 4. There shall be no visible exterior display, no exterior signs, no exterior storage of materials and no other exterior indication of the home occupation or variation from the residential character of the premises.~~

~~5D. Structural alterations to the interior or exterior of the dwelling unit building which change its residential character are prohibited.~~

~~6E. There shall be no noise, vibration, smoke, dust, odors, heat or glare produced as a result of the home occupation which would exceed that normally produced by a dwelling unit at a single family residence.~~

~~7. The home occupation shall not cause or result in material changes in neighborhood safety, traffic, number or frequency of vehicle trips, parking demand or parking requirements.~~

~~F. There shall be no demand for parking beyond that which is normal to the neighborhood and no unusual or excessive traffic to and from the premises. In no case shall the home occupation cause on-street parking.~~

~~G. The proposed home occupation shall in no way disturb the tranquility of the neighborhood.~~

~~8H. There shall be no more than two outside visitors/customers at the dwelling unit single family residence as a result of the home occupation at any one time.~~

~~Cf. Exclusions. The following activities are not allowed as a home occupation:~~

- ~~1. Storage, receipt or transfer of equipment, materials, and commodities.~~
- ~~2. Stables, kennels, or husbandry of animals; any activities involving any exotic animal(s) or farm animal(s).~~
- ~~3. Agriculture farming and sales activities.~~
- ~~4. Vehicle repair, automobile detailing or automotive servicing activities.~~
- ~~5. Production or storage of any hazardous waste or substance.~~
- ~~6. Any nonconforming use, however or whenever established.~~
- ~~—Any activity that is prohibited by the Yarrow Point Municipal Code. There shall be no commercial kennels for dogs, cats and other animals.~~

~~7. \_\_\_~~

~~J. A homeowner may accommodate roomers or boarders so long as it is not done in a commercial scale.~~

~~K. Adult family homes are permitted subject to applicable state law and subject to subsections A through H of this section.~~

#### **17.12.050 Other Special property uses.**

The following other special property uses are permitted subject to the provisions noted for each such use:

A. Public buildings.

B. Public parks and playgrounds.

C. Churches. Off-street parking shall be provided for one automobile for each two units of individual seating therein.

D. Public utility facilities.

E. Adult family homes subject to applicable state law and YPMC 17.12.040.

G. Permanent Supportive Facilities subject to applicable state law and YPMC 17.16.110.

H. Transitional Supportive Facilities subject to applicable state law and YPMC 17.16.110.





## Chapter 17.16

### DEVELOPMENT STANDARDS

#### Sections:

- 17.16.010 Lot area.
- 17.16.020 Structure area.
- 17.16.030 Structure height.
- 17.16.040 Setback requirements.
- 17.16.045 Impervious surface requirements.
- 17.16.050 Legal building site requirements.
- 17.16.060 Off-street parking.
- 17.16.070 Excavations and fills.
- 17.16.080 Storm sewers.
- 17.16.090 Utility services.
- 17.16.100 Private lanes.
- 17.16.110 Permanent supportive housing and transitional housing facilities.

#### **17.16.010 Lot area.**

The area of lots formed by platting (subdivision) shall not be less than:

- A. Zone R-12 – 12,000 square feet.
- B. Zone R-15 – 15,000 square feet.

#### **17.16.020 Structure area.**

The total structure area shall not exceed 30 percent of the lot area.

#### **17.16.030 Structure height.**

A. Structure height shall not exceed 25 feet above original grade or 31 feet above finished grade, whichever is less.

1. Height above original grade shall be measured by offsetting the topographic contours as surveyed for original grade by 25' vertically.
2. Height above finished grade shall be measured by offsetting the proposed finished grade contours by 31'
3. An original grade determination as outlined in "Yarrow Point Original Grade Guidelines" may be required if a building's envelope is being modified or for new structures as determined by Town staff.

B. The following may be built to exceed the allowable structure height by the number of feet listed for each.

1. Chimneys: 3' or as required to meet fire code.
2. Conventional broadcast band TV or radio receiving antennas: 3' or as specified by the manufacturer.
3. Solar Panels: 3'
4. Skylights: 1'
5. Ventilation or Plumbing Vents: 2' or as required by associated utility code.

~~B. Boat houses shall not exceed a height of 16 feet above ordinary high water.~~

#### **17.16.040 Setback requirements.**

A. Applicability of Setback Restrictions.

1. Buildings, structures, garages, carports, eaves, gas meters, electrical meters mechanical equipment, gutters, large stored vehicles, and similar equipment may only be placed in the area enclosed by the setback lines.

2. The following things may be located without regard to setback restrictions:

- a. Fences and hedges;
- b. Plants and vegetation;
- c. Low decks;
- d. Boats less than six feet in height, including trailer height, regardless of length;
- e. Paved areas;
- f. Rockeries and retaining walls;
- g. Underground structures;
- h. Piers, pier houses and piling placed with reciprocal easement agreements;
- i. Actively used licensed vehicles;
- j. Swimming pools not exceeding the height of low decks;

k. Window wells

i. The window well must be for egress of habitable space

ii. Top of the window well shall not exceed 6" above finished grade

iii. The structure height as measured from the bottom of the window well finished grade to the top of the structure shall not exceed 31'

iv. Window wells in the setback shall not exceed the minimum size required for egress by current building codes adopted by the town

l. A trellis is permitted as part of the primary entrance to property within the setback area abutting a public right-of-way or a private lane provided the same does not impede traffic visibility or pedestrian movement.

ii. A trellis shall conform to the following dimensions:

- (A) Shall not exceed eight feet in height above finished grade;
- (B) Shall not exceed six feet in width;
- (C) Shall not exceed three feet in depth;
- (D) Shall not exceed a total of 18 square feet.

iii. The trellis may be placed over a gate, walkway, or entrance, but shall not be placed over a driveway.

iv. There shall be a maximum of one trellis structure within a setback area per building lot.

v. The top and sides of the trellis structure must be 50 percent open.

B. The setback from the shoreline of Lake Washington is 50 feet.

C. The setback from a public right-of-way is 25 feet.

D. The setback from a private lane provided to serve the lot or provided on the lot to serve other building sites is 25 feet.

E. The setback from a property line dividing private property is 10 feet.

F. The setback from a private lane on adjacent property which does not include rights of use by the lot in question is 10 feet.

G. The setback from a panhandle driveway is 10 feet.

H. The setback between detached dwelling units shall be 20 feet.

**17.16.045 Impervious surface requirements.**

A. The total percentage of a lot that can be covered by impervious surface, including buildings, is 60 percent.

B. Exemptions. The following improvements will be exempt to the extent allowed, from calculation of the maximum impervious surface limits:

1. Decks/Platforms. Decks and platforms constructed with gaps measuring one-eighth of an inch or greater between boards which provide free drainage between the boards as determined by the code official shall be exempt from the calculation of maximum impervious surface limits so long as the surface below the deck or platform is not impervious.

2. Pavers and gravel shall be calculated as 75 percent impervious, provided the area is not used for vehicular access or storage.

**17.16.050 Legal building site requirements.**

A. A legal building site must meet the requirements in subsections (A)(1) and (2) of this section.

1. Abut a public street or have access to a public street by means of a private lane or panhandle driveway; and

2. Meet at least one of the following criteria:

a. Fully comply with the minimum area requirements of YPMC 17.16.010; or

b. Any building site that does not meet the minimum area requirements of YPMC 17.16.010 must meet all of the following conditions:

i. The building site was lawfully created and came into existence before the date of the town's incorporation of August 4, 1959; and

ii. The building site was held in separate ownership as of the date of incorporation of August 4, 1959; and

iii. The building site has not been consolidated with a contiguous lot since the date of incorporation of August 4, 1959; and

iv. The building site has not been developed in conjunction with a contiguous lot since the date of incorporation of August 4, 1959; or

c. Lots which came into the town through a valid annexation process and which were legal building lots or sites in the zone of the prior jurisdiction, but which do not meet the minimum area requirements of YPMC 17.16.010.

B. Under no circumstances shall a lot that does not comply with the requirements of subsection A of this section and is solely created or recognized as a tax parcel or given a tax number by the county assessor's office be deemed a

legal building site, and no land use permits, authorizations or approvals shall be granted.

C. Legal building sites must conform to all applicable town, state, and federal building setback, environmental, critical areas and other applicable building and development regulations.

D. The owner or applicant has the burden of establishing compliance with this section.

**~~17.16.060~~ — ~~Off-street parking.~~**

~~Off-street parking shall be provided for each primary dwelling unit to accommodate four automobiles. The space required for each vehicle shall be a minimum of 810 feet by 2022 feet and the area required may include the area of a garage, carport or driveway which may be provided on the lot. The parking spaces shall not have a slope exceeding 10 percent. (Ord. 549 § 1, 2005)~~

**17.16.070 Excavations and fills.**

Slopes for permanent excavations or fills without retaining walls shall not be steeper than two horizontal to one vertical.

**17.16.080 Storm sewers.**

During the development, improvement, use or construction within a lot, site, parcel, plat or area, all natural contours shall be maintained to the extent that natural drainage flow from or onto adjacent public or private property shall not be disrupted, blocked, increased, redirected or otherwise made detrimental to the use or maintenance of adjacent property; provided, that this restriction shall not prevent the installation and maintenance of a covered storm sewer under or across private property along a natural drainage course for the purpose of generally improving a particular property, in conformance with the specifications and plans meeting the approval of the town engineer. Collected water, including but not limited to such waters as may be collected from roof downspout drains, surface drains or foundation drains, shall be discharged into storm sewer facilities where such facilities are available.

**17.16.090 Utility services.**

All utility services including electrical, telephone and cable serving any new construction shall be placed underground.

**17.16.100 Private lanes.**

Grading, paving, and utility services are the only construction permitted in any area designated as a private lane or panhandle driveway.

**17.16.110 Permanent supportive housing and transitional housing facilities.**

Permanent supportive and transitional housing facilities are permitted uses in any zoning district allowing a single-family dwelling subject to the following criteria:

A. Permanent supportive and transitional housing facilities are limited to a maximum of six residents at any one time, plus up to four resident staff.

B. Permanent supportive and transitional housing facilities must be a 24-hour-per-day facility where rooms or units are assigned to specific residents for the duration of their stay. Transitional housing facilities shall require a minimum length stay of 72 hours.

C. On-site services such as laundry, hygiene, meals, case management, and social programs are limited to the assigned residents and shall not be available for drop in or other use by nonresidents.

D. No permanent supportive housing or transitional housing facility may be located within half a mile of another property that contains a permanent supportive housing or transitional housing facility in the town or an adjacent jurisdiction, calculated as a radius from the property lines of the site.

E. Provision of quarterly reports to town staff on how permitted facilities are meeting performance metrics. Metrics can include but are not limited to placement of residents into permanent housing or other treatment programs, length of stay for residents, and employment status of residents.

F. Permanent supportive and transitional housing facility operators shall obtain a state of Washington business license.

G. All facilities shall comply with YPMC Title 8, Health and Safety.

H. There shall be no demand for parking beyond that which is normal to the neighborhood and no unusual or excessive traffic to and from the premises. In no case shall the facility cause on-street parking.

I. Prior to the start of operation for a permanent supportive housing or transitional housing facility, an occupancy agreement shall be submitted to the town meeting the following requirements. The town shall review and determine that the occupancy agreement meets the following requirements to the town's satisfaction before approving the occupancy agreement:

1. Property owners and/or facility operators shall use and enforce the occupancy agreement approved by the town.
2. The occupancy agreement shall include but is not limited to the following:
  - a. Names and contact information for on-site staff. The facility operator shall notify the town of each staff change(s) within 72 hours.
  - b. Description of the services to be provided on site.
  - c. Description of the staffing plan including the following:
    - i. Number, function, and general schedule of staff supporting residents and operations.
    - ii. Staff certification requirements.
    - iii. Staff training programs.
    - iv. Staff to resident ratios.
    - v. Roles and responsibilities of all staff.
    - vi. The name and contact information for at least one organization member located off site.
  - d. Rules and/or code of conduct describing resident expectations and consequences for failing to comply. At minimum, the code of conduct shall be consistent with state law prohibitions and restrictions concerning the following:
    - i. Possession and use of illegal drugs on site.
    - ii. Threatening or unsafe behavior.
    - iii. Possession and use of weapons.
  - e. A fire safety plan reviewed and approved by the Bellevue fire department confirming fire department access.
  - f. A safety and security plan reviewed and approved by the Clyde Hill police department including protocols for response to the facility and to facility residents throughout the town. The safety and security plan shall establish a maximum number of permitted Clyde Hill police department response calls to the facility. Any Clyde Hill police department call(s) to the facility exceeding the maximum threshold established in the safety and security plan shall be considered a violation of this chapter and the facility operator will be fined in accordance with YPMC 1.08.030.
  - g. A plan for avoiding potential impacts on nearby residences including a proposed mitigation approach (for example, a good neighbor agreement plan) that addresses items such as noise, smoking areas, parking,

security procedures, and litter.

h. Description of eligibility for residency and resident referral process.

## Chapter 17.24

### NONCONFORMANCES

#### Sections:

- 17.24.010 Nonconformers.
- 17.24.020 Permitted when.
- 17.24.030 Enlargements.
- 17.24.040 Repairs, remodeling, additions.
- 17.24.045 Work limited to interior.
- 17.24.050 Replacements.

#### **17.24.010 Nonconformers.**

The regulations in this chapter require owners of nonconforming structures to take measures to correct nonconformity when undertaking certain remodeling and expansion projects. The regulations accommodate minor revisions and additions to nonconforming buildings and structures. The regulations discourage incremental changes to nonconforming buildings and structures that cumulatively circumvent the current zoning standards. Proposed activities that exceed the limits of this chapter are required to adhere to the zoning requirements for open space, protection of exterior views, air and light, and fire safety.

#### **17.24.020 Permitted when.**

Any structure lawfully established; that does not conform with subsequently adopted restrictions of the zoning in which it is situated, is permitted to continue and be maintained.

#### **17.24.030 Enlargements.**

A proposed enlargement of a nonconforming structure not covered by or in violation of the regulations listed herein may only be executed through the variance procedure of the hearing examiner.

#### **17.24.040 Repairs, remodeling, additions.**

Repairs, remodeling, structural modifications, additions, and enlargements are allowed to a nonconforming structure; provided, that all of the following conditions are met:

- A. The structure is permitted per Chapter 17.12 YPMC;
- B. The work does not increase the degree of nonconformity;
- C. The work does not involve the demolition of more than 25 percent of the structure's perimeter;
- D. The work does not add over 25 percent to the existing structure area;
- E. The work does not add over 100 percent to the existing habitable floor space.

Additions or enlargements that do not meet the requirements of this section require that the entire structure be brought into conformity with the zoning code.

#### **17.24.045 Work limited to interior.**

The repair, remodeling, and/or structural modification to a nonconforming structure that does not in any way alter the exterior of the structure is permitted, regardless of project size or cost.

#### **17.24.050 Replacements.**

A. Whenever a building or structure that is nonconforming is destroyed by catastrophic event, such nonconforming structure may thereafter be replaced within 18 months by a similarly nonconforming structure only if the replacement structure does not exceed a duplicate of the original in any external dimensions and location.

B. Replacement of a roof, windows, doors, garage doors, and/or siding on a nonconforming structure is permitted; provided, that the replacement does not increase any nonconformity.

## Chapter 17.28

### HEARING EXAMINER

#### Sections:

- 17.28.010 Hearing examiner created.
- 17.28.020 Appointment and term.
- 17.28.030 Qualifications.
- 17.28.040 Undue influence.
- 17.28.050 Initiation of action.
- 17.28.060 Authority.
- 17.28.070 Jurisdiction.
- 17.28.080 Decision of hearing examiner.
- 17.28.090 Request for reconsideration.
- 17.28.100 Appeal of examiner's decision.

#### **17.28.010 Hearing examiner created.**

The office of the town of Yarrow Point hearing examiner, hereinafter referred to as the examiner, is hereby created. The examiner shall interpret, review and implement land use regulations as provided by ordinance and may perform other quasi-judicial functions as are delegated by ordinance. Unless the context requires otherwise, the term "examiner" as used in this chapter shall include deputy examiners and examiners pro tem.

#### **17.28.020 Appointment and term.**

The mayor shall appoint the hearing examiner, subject to confirmation by the council, for a maximum of one year. The mayor may also appoint deputy examiners or examiners pro tem in the event of the examiner's absence or inability to act. The town may terminate the agreement for hearing examiner services at any time with 30 days' notice.

#### **17.28.030 Qualifications.**

Examiners shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings and to discharge other delegated functions. Examiners shall hold no other elective or appointive office or position with town government.

#### **17.28.040 Undue influence.**

No person, including town officials, elected or appointed, shall attempt to influence an examiner in any matter pending before him or her, except at a public hearing called for such purpose, or to interfere with an examiner in the performance of his or her duties in any other way; provided, that this section shall not prohibit the town attorney from rendering legal service to the examiner upon request.

#### **17.28.050 Initiation of action.**

The examiner shall hold public hearings in response to any person or corporation who has filed a request for a shoreline substantial development permit, variance, or an appeal in accordance with town ordinances including the payment of fees as determined by town resolution. Written notice thereof shall be addressed through the United States mail to all property owners of record within a radius of 300 feet of the exterior boundaries of subject property. The written notice shall be mailed not less than 14 days prior to the hearing.

#### **17.28.060 Authority.**

The examiner shall have the authority to:

A. Receive and examine available information;

B. Conduct public hearings in accordance with Chapter 42.32 RCW and all other applicable laws, and to prepare a record thereof;



- C. Administer oaths and affirmations;
- D. Issue subpoenas and examine witnesses; provided, that no person shall be compelled to divulge information which he or she could not be compelled to divulge in a court of law;
- E. Regulate the course of the hearing;
- F. Make and enter written findings of fact and conclusions to support his or her decisions;
- G. At the examiner's discretion, hold conferences for the settlement or simplification of the issues;
- H. Conduct discovery;
- I. Dispose of procedural requests or similar matters;
- J. Take official notice of matters of law or material facts;
- K. Issue summary orders in supplementary proceedings; and
- L. Take any other action authorized by or necessary to carry out this chapter.

The above authority may be exercised on all matters for which jurisdiction is assigned to the examiner by town ordinance, code or other legal action of the town council. The nature of the examiner's decision shall be as specified in this chapter and in each ordinance or code that grants jurisdiction to the examiner.

#### **17.28.070 Jurisdiction.**

A. The examiner is empowered to review any interpretation of the provisions of the zoning ordinance made by the building official, and any order, requirement, decision, or determination relating thereto, in the application for any specific provisions of the zoning ordinance to any parcel of land and/or structure. The examiner may affirm or reverse the interpretation of the provisions of the zoning ordinance made by the building official, any order, requirement, decision, or determination relating thereto, and the examiner's decision shall be based upon the record and the findings in each case, and to that end it shall have all of the powers of the building official.

B. The examiner shall have authority to hear, consider, and decide all appeals of civil violations pursuant to Chapter 1.08 YPMC and civil infractions pursuant to Chapter 1.10 YPMC.

C. The examiner shall have and exercise original jurisdiction in receiving, granting, or denying all requests for property uses not specified in the zoning ordinance, after public hearing, and a finding of the examiner that the spirit and general intent of the ordinance are met and that the special use will not be materially detrimental to others.

~~D. Variances. Where there are undue hardships and practical difficulties which render it difficult to carry out the provisions of the zoning ordinance, the examiner shall have power, in passing upon request for special exemptions, to grant a variance in harmony with the general purpose and intent of the provisions herein contained, and such variances may vary any rules, regulations, or provisions of the zoning ordinance, so that the spirit of the ordinance will be observed, public safety secured and substantial justice done. However, the examiner shall not vary any of the rules, regulations, or provisions of the ordinance unless he or she shall find that all of the following conditions exist in each case:~~

- ~~1. That because of special circumstances applicable to subject property, including size, shape, topography, location or surroundings, the strict application of the zoning ordinance is found to deprive subject property of rights and privileges enjoyed by other properties in the vicinity and under identical zone classifications.~~
- ~~2. That the variance granted shall be subject to such conditions as will assure that the adjustment thereby authorized shall not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which subject property is situated.~~
- ~~3. That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which subject property is situated.~~

E. Shoreline Substantial Development Permits. The examiner shall approve, deny, or approve with conditions all applications for shoreline substantial development permits in accordance with procedures established by the town.

**17.28.080 Decision of hearing examiner.**

The examiner shall render a written decision within 10 working days of the conclusion of the hearing, unless, in the opinion of the examiner, additional testimony is warranted. In such case, the hearing examiner shall render a written decision within 10 working days from the conclusions of the reopened hearing and/or the receipt of any requested information. The decision shall include at least the following:

A. Findings of fact and conclusions of law based upon and supported by the record;

B. A decision on the application to grant, deny, or grant with conditions, modifications, and restrictions as the examiner finds reasonable to make the application compatible with the environment, the comprehensive plan, official policies and objectives, and land use regulations. Examples of the kinds of conditions, modifications, and restrictions that may be imposed include, but are not limited to, setbacks, screenings, easements, dedications or additional rights-of-way;

C. No application for a variance shall be granted unless the examiner finds that the requested variance meets all of the requirements of the town code;

D. A statement of the date when the decision will be final unless appealed, together with a description of the appeal procedure;

E. The hearing examiner shall stipulate in the decision, if applicable, any conditions associated with granting of the relief including the time limit after which said variance shall expire if not utilized;

F. The decision of the hearing examiner shall be filed with the town clerk/treasurer and copies shall be mailed to the applicant and to all other parties of record within three working days following the rendering of a written decision.

G. The town shall file all shoreline decisions with the appropriate agencies.

**17.28.090 Request for reconsideration.**

Any party to the proceeding who is aggrieved by the variance decision of the examiner may submit a written request for reconsideration of the examiner by filing a request with the town clerk/treasurer within 14 calendar days of the examiner's decision. Such request shall specify the error of law or fact, procedural error or new evidence that could not have been reasonably available at the time of the hearing conducted by the examiner upon which the request is based. Within 10 working days from the date the hearing examiner receives a request for reconsideration, a decision shall be issued on whether or not to reopen the hearing. Said decision shall be mailed to all parties of record within three working days after the examiner's decision is made.

**17.28.100 Appeal of examiner's decision.**

A. In the case of a variance, the decision of the examiner may be appealed by an aggrieved party to the council within 21 calendar days of the date of mailing of the examiner's decision. All matters of substance of procedure relating to such appeals shall be governed by applicable state statutes and town ordinances. The timely filing of an appeal shall stay the effective date of the examiner's decision until such time as the appeal is adjudicated or withdrawn.

B. In the case of a shoreline substantial development permit, an aggrieved party may appeal the decision to the State Shorelines

## Chapter 17.28

### VARIANCES

#### Sections:

17.28.010 Purpose.

17.28.020 Applicability.

17.28.030 General provisions.

17.28.040 Review process.

17.28.050 Enforcement.

17.28.010 Purpose.

A variance is a mechanism by which the town may grant relief from the provisions of the municipal code where practical difficulty renders compliance with the provisions of the municipal code an unnecessary hardship, where the hardship is a result of the physical characteristics of the subject property, and where the intent of this chapter and of the Yarrow Point comprehensive plan can be fulfilled.

17.28.020 Applicability.

This chapter establishes the town's criteria to be used in making a decision upon an application for a variance from the provisions of this title, unless alternate variance criteria for a specific type of land use project are specified elsewhere in this title.

A. Limitation. The decision authority shall not grant a variance when any of the following circumstances are applicable to the proposal:

1. The variance would allow a permitted or conditional use in a zoning district in which such use is not specifically listed as a permitted or conditional use;

2. The variance would allow a use or uses expressly, or by implication, prohibited by the terms of this title specific to the zoning district(s) in which the subject site is located;

3. The variance application requests relief from the provisions of Chapter 14.04 YPMC, Project Permit Process, or any other procedural or administrative provision of this title;

4. The variance application requests relief from a provision of this title in which it states that such provision is not subject to a variance;

5. The variance would relieve an applicant from conditions established during prior permit review or from provisions enacted pursuant to a property-specific development standard;

6. The variance would allow the creation of a residential density beyond that which is allowed by this title;

7. The need for the variance is the result of deliberate actions of the applicant, property owner, or their predecessor in interest; or

8. The variance is primarily intended to alleviate a financial hardship.

17.28.030 General provisions.

A. Application and Contents. An application for a variance shall be made according to the submittal requirements in Chapter 14.04 YPMC on forms prescribed by the town, and shall include the fee established by the current fee resolution. All variance applications submitted in accordance with this title shall include the information set forth on the forms prescribed by the town. No application shall be deemed complete, nor accepted by the town, until all information set forth below has been submitted:

1. Completed application form;

2. Names, addresses, and telephone numbers of the owner(s) of record of the land, and of the applicant, and, if applicable, the names, addresses and telephone numbers of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;

3. Existing zoning district(s) of the subject site;

4. Existing zoning district(s) within three hundred feet of the site;

5. Existing and proposed use(s) of the project site;

6. A site plan drawing at a scale of not less than one inch for each fifty feet, which shall include:

a. Locations of all existing and proposed buildings and structures;

b. The boundaries of the subject site;

c. All setback lines;

d. All critical areas and their associated buffers;

e. Existing lot area;

f. All existing and proposed easements;

g. The locations and size of all existing and proposed utility structures and lines;

h. The storm water drainage systems for existing and proposed structures;

i. Sizes and locations of driveways, streets, and roads;

7. Other information and materials may be required by the town to review the application.

17.28.040 Review process.

A. Public Notice. Variances shall be subject to all applicable noticing requirements in YPMC 14.04.060.

B. Public Hearing. Pursuant to YPMC 14.04.020, a public hearing is required for all variance applications.

D. Decision. Pursuant to YPMC 14.04.020, the Hearing Examiner shall approve, approve with conditions, or deny a variance.

E. Decision Criteria. A variance shall not be granted by the Hearing Examiner unless the applicant demonstrates that the proposal meets all of the following criteria:

1. The variance shall not constitute a grant of special privilege inconsistent with the limitation upon uses of other properties in the vicinity and zoning district in which the property is located;

2. The variance is necessary because of special circumstances relating to the size, shape, topography, location or surroundings of the subject property to provide it with use rights and privileges permitted to other properties in the vicinity and in the zoning district in which the subject property is located;

3. The granting of such variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zoning district in which the subject property is situated;

4. The variance is the minimum necessary to grant relief to the applicant;

5. The strict enforcement of the provisions of this title will create an unnecessary hardship to the property owner;

6. The granting of the variance will not alter the character of the land, nor impair the appropriate use or development of adjacent property; and

7. The variance is consistent with the policies and provisions of the comprehensive plan and the development regulations.

F. Conditions of Approval. In approving a variance, the hearing examiner may attach thereto such conditions that they deem to be necessary or desirable in order to carry out the intent and purposes of this title.

G. Appeals. The action of the decision-making body in granting or denying an application for a variance is a final decision appealable to the King County superior court in accordance with Chapter 36.70C RCW.

H. Recording. The recipient of a variance shall file the Hearing Examiner's decision on title in accordance with this subsection. The variance shall not be effective until such decision has been filed with the King County auditor. If no appeal was filed on the variance decision, the Hearing Examiner decision shall be filed within thirty days of the expiration of all applicable appeal periods. The decision shall serve both as an acknowledgment of and agreement to abide by the terms and conditions of the variance, and as a notice to prospective purchasers of the existence of the variance.

I. Expiration. The length of time during which a variance is valid shall be as set forth in the Hearing Examiner's decision. The date that the variance expires shall be specified in the conditions of approval. Once a variance has been approved and issued by the town, the approved variance may continue as long as all conditions of variance approval are met.

J. Extensions. The Town Planner may grant an extension of the period of variance authorization when requested by the applicant at least sixty days prior to the expiration of the variance. Extension requests shall be submitted in writing and set forth the justification for the request, which shall not be based on financial hardship alone. Only one extension may be granted for the variance for a period not to exceed 365 days.

K. Modifications. Requested modifications to a variance shall be reviewed pursuant to the requirements of MMC 22.84.060(G), Substantial Revisions or Modifications to Proposal.

22.66.050 Enforcement.

A permit determined to be in violation of this title, and/or any other applicable permit provisions, permit conditions, rules, or regulations may be revoked, suspended, or modified by the town subject to YPMC Title 1.

Hearing Board.

**Title 19**  
**ENVIRONMENT**

**Chapters:**

- 19.02     Shoreline Master Program**
- 19.04     Environmental Policy and Procedures**

**Chapter 19.02**

**SHORELINE MASTER PROGRAM**

- 19.02.010    Shoreline master program adopted.
- 19.02.020    Shoreline environment designations.
- 19.02.030    Compliance required.
- 19.02.040    Permitted uses and permitted modifications.
- 19.02.050    General provisions applicable to all development proposals.
- 19.02.060    Nonconforming uses and developments.
- 19.02.070    Developments not required to obtain shoreline permits or local reviews
- 19.02.080    Exemptions.
- 19.02.090    Permit - Fees.
- 19.02.100    Application - Form.
- 19.02.110    Review process.
- 19.02.120    Notice and hearing requirements.
- 19.02.130    Review process criteria for substantial development permits.
- 19.02.140    Review process and criteria for conditional uses and variances.
- 19.02.150    Appeals.
- 19.02.160    Commencement of construction - Time lapse.
- 19.02.170    time requirements of permit.
- 19.02.180    Revisions to permit.
- 19.02.190    Town Planner's authority.
- 19.02.200    Revocation or suspension of permit.
- 19.02.210    Violation - Penalties.

**19.02.010    Shoreline master program adopted.**

The town of Yarrow Point shoreline master program, dated August XXXX and amended through required periodic review in 2017, or as further amended, and attached to the ordinance codified in this chapter as Exhibit A and incorporated by this reference as if set forth in full, is hereby adopted as the shoreline master program for the town of Yarrow Point as required by Chapter 90.58 RCW. The town of Yarrow Point shoreline master program shall hereinafter be referred to as the Town SMP within this chapter.

**19.02.020    Shoreline environment designations.**

- A. Natural. The natural designation is assigned to shoreline areas that are ecologically intact; of particular

scientific and educational interest; unable to support new development or uses without significant ecological impacts or risk to human safety; important for conservation and recovery of priority species; provide habitat for Federal or State ESA listed species; and/or have unique recreational or scenic value that would be degraded by human development.

- B. Shoreline Residential. The shoreline residential designation is assigned to shoreline areas that are predominantly single-family or multifamily residential development or are planned and platted for residential development.
- C. Urban Conservancy. Urban Conservancy areas are publicly owned, and include the NE 47th Street Road
- D. End Beach and the NE 42nd Street Road End hand-held boat launch area.
- E. Aquatic. The aquatic designation encompasses Lake Washington contained within the Yarrow Point  
F. town limits, waterward of the ordinary high water mark (OHWM).

#### **19.02.030 Compliance required.**

No developments or uses shall be undertaken on the shorelines of the town of Yarrow Point except those that are consistent with the policies of this chapter and, after adoption or approval, as appropriate, the applicable guidelines, regulations, or the Town SMP. No substantial development or use shall be undertaken on the shorelines of the town of Yarrow Point without first obtaining a permit from the town. No exempt development activities or use as defined in YPMC 19.02.080 shall be undertaken without first acquiring a letter of exemption from the Town Planner or his/her designee. When development is proposed consistent with the limited exceptions in WAC 173-27-044, such development shall not require review or permit approval under this chapter and the Town SMP. Nothing in this chapter shall authorize the issuance of a permit contrary to the laws of Washington State.

#### **19.02.040 Permitted uses and permitted modifications.**

The Town SMP sets forth all permitted uses and permitted modifications.

#### **19.02.050 General provisions applicable to all development proposals.**

The Town SMP sets forth all general provisions applicable to all development proposals.

#### **19.02.060 Nonconforming uses and developments.**

A. “Nonconforming use or development” means a shoreline use or development which was lawfully constructed or established prior to the effective date of the Shoreline Management Act or this chapter, or amendments thereto, but which does not conform to present regulations or standards within the Town SMP.

B. Structures that were legally established and are used for a conforming use, but which are nonconforming with regard to setbacks, buffers or yards; area; bulk; height or density, may be maintained and repaired and may be enlarged or expanded; provided, that said enlargement does not increase the extent of nonconformity by further encroaching upon or extending into areas where construction or use would not be allowed for new development or uses.

C. Uses and developments that were legally established and are nonconforming with regard to the use regulations of the Town SMP may continue as legal nonconforming uses. Such uses shall not be enlarged or expanded, except that nonconforming single-family dwelling unit that are located landward of the ordinary high water mark may be enlarged or expanded in conformance with applicable bulk and dimensional standards by the addition of space to the main structure or by the addition of normal appurtenances as defined in WAC 173-27-240(2)(g) upon approval of a shoreline conditional use permit.

D. A use which is listed as a conditional use, but which existed prior to adoption of the Town SMP or any relevant amendment, and for which a conditional use permit has not been obtained, shall be considered a nonconforming use. A use which is listed as a conditional use, but which existed prior to the applicability of the Town SMP to the site, and for which a conditional use permit has not been obtained, shall be considered a nonconforming use.

E. A structure for which a variance has been issued shall be considered a legal nonconforming structure and the requirements of this section and the Town SMP shall apply as they apply to preexisting nonconformities.

F. A structure which is being or has been used for a nonconforming use may be used for a different nonconforming use only upon the approval of a conditional use permit. A conditional use permit may be approved only upon a finding that:

1. No reasonable alternative conforming use is practical; and
2. The proposed use will be at least as consistent with the policies and provisions of the Act and the Town SMP and as compatible with the uses in the area as the preexisting use. In addition, such conditions may be attached to the permit as are deemed necessary to assure compliance with the above findings, the requirements of the Town SMP and the Act, and to assure that the use will not become a nuisance or a hazard.

G. A nonconforming structure which is moved any distance must be brought into conformance with the Town SMP and the Act.

H. If a nonconforming development is damaged to an extent not exceeding seventy-five percent of the replacement cost of the original development, it may be reconstructed to those configurations existing immediately prior to the time the development was damaged; provided, that application is made for the permits necessary to restore the development within six months of the date the damage occurred, all permits are obtained and the restoration is completed within two years of permit issuance.

I. If a nonconforming use is discontinued for twelve consecutive months or for twelve months during any two-year period, the nonconforming rights shall expire and any subsequent use shall be conforming. A use authorized pursuant to subsection (F) of this section shall be considered a conforming use for purposes of this section.

J. An undeveloped lot, tract, parcel, site, or division of land located landward of the ordinary high water mark which was established in accordance with local and state subdivision requirements prior to the effective date of the Act or the Town SMP, but which does not conform to the present lot size standards, may be developed if permitted by other land use regulations of the town of Yarrow Point and so long as such development conforms to all other requirements of the Town SMP and the Act.

K. These standards are consistent with the nonconforming standards contained in Chapter B(13) of the Town SMP.

#### **19.02.070      Developments not required to obtain shoreline permits or local reviews.**

A. Requirements to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other review to implement the Act do not apply to the following:

1. Remedial Actions. Pursuant to RCW 90.58.355, any person conducting a remedial action at a facility pursuant to a consent decree, order, or agreed order issued pursuant to Chapter 70.105D RCW, or to the Department of Ecology when it conducts a remedial action under Chapter 70.105D RCW.
2. Boatyard Improvements to Meet NPDES Permit Requirements. Pursuant to RCW 90.58.355, any person installing site improvements for storm water treatment in an existing boatyard facility to meet



requirements of a National Pollutant Discharge Elimination System storm water general permit.

3. WSDOT Facility Maintenance and Safety Improvements. Pursuant to RCW 90.58.356, Washington State Department of Transportation projects and activities meeting the conditions of RCW 90.58.356 are not required to obtain a substantial development permit, conditional use permit, variance, letter of exemption, or other local review.

4. Projects consistent with an environmental excellence program agreement pursuant to RCW 90.58.045.

#### **19.02.080 Exemptions.**

##### **A. Application and Interpretation of Exemptions.**

1. The town shall narrowly construe exemptions. Only those developments that meet the precise terms of one or more of the listed exemptions in the definition for substantial development found in Appendix B(5) of the Town SMP, or those exemptions or exceptions listed in WAC 173-27-040, and/or Chapter 90.58 RCW may be granted exemption from the substantial development permit process.

2. An exemption from the substantial development permit process is not an exemption from compliance with the Act or the Town SMP, or from any other regulatory or municipal requirements. All uses and developments must be consistent with the policies and provisions of the Town SMP and the Act. A development or use, either listed as a conditional use in the Town SMP or an unlisted use, must obtain a conditional use permit even though the development or use does not require a substantial development permit. When a proposed development or use does not comply with the bulk, dimensional and performance standards of the Town SMP, such development or use shall require a variance.

3. The burden of proof that a development or use is exempt from the shoreline permit process is on the applicant; as such, a written request for exemption shall be submitted to the community development department, with the proposed development application, in conformance with this section.

4. If any part of a proposed development is not eligible for an exemption, then a substantial development permit is required for the entire proposed development project.

5. The town of Yarrow Point may attach conditions to the approval of exempted developments and/or uses, as necessary, to assure consistency of the project with the Act and the Town SMP.

#### **19.02.090 Permit - Fees.**

All persons desiring a shoreline permit or any other approval required by the Town SMP shall make application by paying a fee as set out in the town's fees resolution and filing an application with the town.

#### **19.02.100 Application - Form.**

Applications for permits and approvals shall be made on forms prescribed by the town, and shall contain the name and address of the applicant, a description of the development, the location of the development, and any other information deemed necessary.

#### **19.02.110 Review process.**

Requests for a shoreline substantial development permit, shoreline variance or a shoreline conditional use permit require review by the town Hearing Examiner. The Hearing Examiner's decision is final and may include conditions as necessary to meet Town SMP policies and standards. The hearing examiner shall have the authority to hear and make findings, conclusions, and recommendations on shoreline substantial development permits, shoreline conditional use permits and shoreline variances. The town shall submit all issued decisions to the Department of Ecology for its approval or disapproval. All applicants shall prove that a proposed development or use is consistent with the Town SMP as well as the requirements of this chapter

**19.02.120 Notice and hearing requirements.**

A. Upon receipt of an application for a shoreline substantial development permit, shoreline variance or shoreline conditional use permit, the town shall cause notice of the application to be published, at least once, in a newspaper of general circulation within the city. The second notice shall be published not less than thirty days prior to action by the town. The town shall also cause notice of the application to be mailed to each property owner of record within five hundred feet of the proposed development. The date of the mailing shall not be less than seven days in advance of the department action.

B. Upon completion of review of the proposed shoreline permit by the town, the town shall schedule a public hearing at the next available hearing date, in front of the hearing examiner, to consider the shoreline substantial development, the shoreline variance or shoreline conditional use permit application.

**19.02.130 Review process criteria for substantial development permits.**

A. A substantial development permit shall be granted only when the development proposed is consistent with:

1. The policies and procedures of the Shoreline Management Act;
2. The provisions of this regulation; and
3. The approved master program.

B. The town of Yarrow Point may attach conditions to the approval of permits as necessary to assure consistency of the project with the Shoreline Management Act and the Town SMP.

C. The Hearing Examiner's decision shall become final and the permit shall be issued upon the terms and conditions prescribed, if no appeal is filed. The Hearing Examiner's decision shall be filed with the Department of Ecology. In the event the Hearing Examiner determines the use or development is inconsistent with the above criteria, the application shall be denied.

**19.02.140 Review process and criteria for conditional uses and variances.**

The town shall adopt provisions for conditional use and variance permits, consistent with Chapter 6 of the Town SMP, to ensure that the strict interpretation of the Town SMP will not create unnecessary hardships or thwart the policies of this title or the Shoreline Management Act.

A. Shoreline Conditional Use Permits. The hearing examiner shall have the authority to hear and make findings, conclusions, and decisions on shoreline conditional use permits. The hearing examiner shall have the authority to grant, in appropriate cases and subject to appropriate conditions and safeguards, shoreline conditional use permits. The town shall submit all issued conditional use permits to the Department of Ecology for its approval or disapproval. The criteria for granting conditional use permits are the following:

1. Uses classified in the Town SMP as conditional uses may be authorized, provided the applicant can demonstrate all of the following:
  - a. That the proposed use will be consistent with the policies of the Shoreline Management Act and the policies of the Town SMP.
  - b. That the proposed use will not interfere with the normal public use of public shorelines.
  - c. That the proposed use of the site and design of the project will be compatible with other permitted uses within the area.
  - d. That the proposed use will cause no unreasonably adverse effects to the shoreline environment designation in which it is to be located.
  - e. That the public interest suffers no substantial detrimental effect.
2. Other uses which are not classified or set forth in the Town SMP may be authorized as conditional uses;

provided, that the applicant can demonstrate, in addition to the criteria set forth in subsections (A)(1) and (A)(3) of this section, that extraordinary circumstances preclude reasonable use of the property in a manner consistent with the use regulations of the Town SMP.

3. In the granting of all conditional use permits, consideration shall be given to the cumulative impact of additional requests or like actions in the area.

4. Uses specifically prohibited by the Town SMP may not be authorized pursuant to either subsection (A)(1) or (A)(3) of this section.

B. Shoreline Variances. The hearing examiner shall have the authority to hear and make findings, conclusions, and decisions on shoreline variances. The hearing examiner shall have authority to grant variances from the substantive requirements of the Town SMP. The purpose of a variance is strictly limited to granting relief to specific bulk, dimensional, or performance standards set forth in the Town SMP where there are extraordinary or unique circumstances relating to the properties, such that the strict implementation of the Town SMP would impose unnecessary hardships on the applicant or thwart the policies set forth in the Shoreline Management Act. The city shall submit all issued variances to the Department of Ecology for final approval or disapproval. The criteria for granting variances shall be consistent with the Shoreline Management Act and include the following:

1. Variances should be granted in a circumstance where denial of the permit will not thwart the policy enumerated in the Shoreline Management Act or the Town SMP. In all instances, extraordinary circumstances shall be shown, and the public interest shall suffer no substantial detrimental effect.

2. Variances for development that will be located landward of the ordinary high water mark may be authorized, provided the applicant can demonstrate all of the following:

a. That the strict application of the bulk, dimensional, or performance standards as set forth in the Town SMP precludes or significantly interferes with a reasonable permitted use of the property.

b. That the hardship is specifically related to the property and is the result of unique conditions, such as irregular lot shape, size, or natural features, in the application of the Town SMP and not, for example, from deed restrictions or the applicant's own actions.

c. That the design of the project will be compatible with other permitted activities in the area and not cause adverse effects to adjacent properties or the shoreline environment designation.

d. That the variance does not constitute a grant of special privilege not enjoyed by other properties in the area, and will be the minimum necessary to afford relief.

e. That the public interest will suffer no substantial detrimental effect.

3. Variances for development that will be located waterward of the ordinary high water mark may be authorized, provided the applicant can demonstrate all of the criteria specified above; and provided, that the applicant can demonstrate that the public rights of navigation and use of the shorelines will not be adversely affected by the granting of the variance.

4. In granting of all variances, consideration shall be given to the cumulative impact of additional requests or like actions in the area.

5. Variances from the use regulations of the Town SMP are prohibited.

#### **19.02.150 Appeals.**

Appeals of shoreline permit decisions and decisions on shoreline permit revisions, letters of exemption and other approvals required by the town SMP shall be heard in accordance with RCW 90.58.180.

#### **19.02.160 Commencement of construction - Time lapse.**

No one who is issued a permit hereunder shall be authorized to commence construction until twenty-one days have elapsed from the date that the permit is filed with the Washington State Department of Ecology for substantial

development permits. For shoreline conditional use and variance permits, construction shall not commence until twenty-one days after the Department of Ecology has made its decision regarding the permit or until all review proceedings are terminated, if such proceedings were initiated within said twenty-one-day period. All permits shall be submitted to the Department of Ecology for filing consistent with WAC 173-27-130

**19.02.170 Time requirements of permit.**

A. The time requirements of this section shall apply to all substantial development, variance or conditional use permits authorized by this chapter.

B. Construction activities shall commence, or, where no construction activities are involved, the use or activity shall commence, within two years of the effective date of a shoreline permit. The Hearing Examiner may authorize a single extension for a period not to exceed one year, based on reasonable factors, if a request for extension has been filed before the expiration date and notice of the proposed extension is given to parties of record.

C. Authorization to conduct construction activities, pursuant to the approved shoreline permit, shall terminate five years after the effective date of a shoreline permit. The hearing examiner may authorize a single extension for a period not to exceed one year, based on reasonable factors, if a request for extension has been filed before the expiration date and notice of the proposed extension is given to parties of record and to the Department of Ecology.

D. Consistent with RCW 90.58.140(6), the effective date of a shoreline permit shall be the date of filing with the Department of Ecology or the date of decision by the Department of Ecology for conditional use permits and variances. This excludes time for which a use or activity was not actually pursued due to appeals, legal actions or the need to obtain other permits and approvals for the development.

E. Revisions to permits lawfully extended under subsections (B) and (C) of this section and in accordance with the provisions of YPMC 19.02.180 (WAC 173-27-100) may be authorized after original permit authorization has expired; provided, that this procedure shall not be used to extend the original permit time requirements or to authorize substantial development after the time limits of the original permit.

F. The town of Yarrow Point shall notify the Department of Ecology of any change to the effective date of a permit, and explain the basis for approving the change in writing. Any change to the time limits of a permit, except an extension under subsections (B) and (C) of this section, and except as authorized by RCW 90.58.143, shall require a new permit application.

**19.02.180 Revisions to permit.**

A permit revision is required whenever the applicant proposes substantive changes to the design, terms, or conditions of an approved permit. Changes are substantive if they materially alter the project in a manner that relates to its conformance to the terms and conditions of the permit, or compliance with the Town SMP. Changes which are not substantive in effect may not require approval of a revision; however, the community development department must be notified and review the proposed revision to determine if the revision is substantive or not.

A. When an applicant seeks to revise a substantial development, conditional use, or variance permit, town staff shall request from the applicant detailed plans and text describing the proposed changes in the permit.

1. If the Town Planner determines that the proposed changes are within the scope and intent of the original permit, the town may approve the revision, provided it is consistent with the Shoreline Management Act and the Town SMP.

2. "Within the scope and intent of the original permit" means the following:

- a. No additional over- or in-water construction will be involved.
  - b. Lot coverage and height may be increased a maximum of ten percent from provisions of the original permit; provided, that revisions involving new structures not shown on the original site plan shall require a new permit.
  - c. The revised permit does not authorize development to exceed height, lot coverage, setback, or any other requirements of the Town SMP, except as authorized under a variance granted by the original permit or a part thereof.
  - d. Additional or revised landscaping is consistent with any conditions attached to the original permit and with the applicable Town SMP.
  - e. The use authorized pursuant to the original permit is not changed.
  - f. The project revision will cause no adverse environmental impact.
3. The Town Planner may authorize revisions to shoreline permits after the original permit authorization has expired under RCW 90.58.143. The purpose of such revisions shall be limited to authorization of changes which are consistent with this section and which would not require a permit for the development or change proposed under the terms of Chapter 90.58 RCW and the Town SMP. If the proposed change constitutes substantial development, then a new permit is required; provided, this subsection shall not be used to extend the time requirements or to authorize substantial development beyond the time limits of the original permit.
4. If the revision, or the sum of the revision and any previously approved revisions, will violate the criteria specified above, the city shall require the applicant to apply for a new substantial development, conditional use, or variance permit in the manner provided for herein.
5. The town shall file with the Department of Ecology the revision approval, including the revised site plans and text consistent with the provisions of WAC 173-27-180 as necessary to clearly indicate the authorized changes, and the final ruling on consistency with this section. In addition, the town shall notify parties of record of their action.
6. If the revision to the original permit involves a conditional use or variance, the town shall submit the revision to the Department of Ecology for final approval, approval with conditions, or denial. The Department of Ecology shall render and transmit to the city and the applicant its final decision within fifteen days of receipt of the submittal from the town. The town shall notify parties of record of the Department of Ecology's final decision.
7. The revised permit is effective immediately upon final decision by the town or, when appropriate under subsection (A)(6) of this section, upon final action by the Department of Ecology.
8. Appeals shall be in accordance with RCW 90.58.180 and shall be filed within twenty-one days from the date of receipt of the city's action by the Department of Ecology or, when appropriate under subsection (A)(6) of this section, the date the Department of Ecology's final decision is transmitted to the town and the applicant. Appeals shall be based only upon contentions of noncompliance with the provisions of subsection (A)(2) of this section. Construction undertaken pursuant to that portion of a revised permit not authorized under the original permit is at the applicant's own risk until the expiration of the appeals deadline. If an appeal is successful in proving that a revision is not within the scope and intent of the original permit, the decision shall have no bearing on the original permit.

#### **19.02.190 Town Planner's authority.**

The Town Planner shall have the authority to immediately stop any work under a permit, which the Town Planner believes, in good faith, is not in compliance with the permit or any other actions in violation of the Town SMP. Upon issuance of such a stop order, the permittee shall immediately cease and desist such portion of the development which is ordered stopped, but may continue working on the other portions of the development. As soon as it is practical thereafter, a hearing will be held before the hearing examiner to determine whether the conditions of the permit were violated and, if so, whether to cancel the permit or determine what other action should be taken.

Notice of hearing shall be in the form and manner prescribed in YPMC 14.04.060.

**19.02.200          Revocation or suspension of permit.**

A. Any permit issued hereunder may be revoked by the hearing examiner upon a finding that a permittee has not complied with the conditions of a permit, subject, however, to a hearing as hereinafter provided.

B. Before such permit is revoked by the hearing examiner, the city shall set a date for a public hearing following the public notice requirements of YPMC 14.04.060, to determine whether the permittee has violated the conditions of the permit.

**19.02.210          Violation - Penalties.**

Violations of the Shoreline Management Act or the Town SMP are subject to Chapter 1.10 YPMC.

Chapter 19.04

ENVIRONMENTAL POLICY AND PROCEDURES

**This chapter contains SEPA/Environmental Review adoption by reference and is under review for administrative and compliance updates.**

Chapter 19.06

Critical Areas

**A new chapter on Critical Areas will be added to Tile 19 under chapter 19.06**

**A draft of this chapter will be presented at the April Planning Commission Meeting**

<b>Sally's Alley – Phase 2 Park Commission Design Recommendation &amp; Bid Results</b>	<b>Proposed Council Action:</b> For Discussion & Approval
--	--

<b>Presented by:</b>	Park Board Commissioner – Robert Afzal
<b>Exhibits:</b>	250331_TYP_Sally's Alley - Phase 2 Review of Bids Sally's Alley - Phase 2 - Half Size Plans Park Commissioner R. Afzal Presentation

**Summary:**

The Yarrow Point Town Council (Council) directed the Yarrow Point Park Commission (Park Commission) to begin a process in 2021 to design and adopt a plan to enhance the pedestrian, trail, and park functions of Sally's Alley, including its public health contributions and its public benefits, and to create a more inviting, usable and functional trail, in this open space within the Town for use by residents and visitors. On December 13, 2022, (effective December 17, 2022) the Town council passed Ordinance 725, AUTHORIZING AND IMPLEMENTING TOWN PLANS FOR ENHANCED PEDESTRIAN WALKWAY AND RELATED USES OF SALLY'S ALLEY (NE 38TH STREET); RESTRICTING AUTOMOTIVE USES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE. As part of the ordinance, the Park Commission was directed and authorized to continue and complete its plan for modifications and uses of, and enhancements to Sally's Alley.

To facilitate the Park Commission plan, and to restore Sally's Alley Town ROW, the Mayor worked with Town staff to eliminate, remove, and/ or obtain the timely cessation of all encroachments into and nonpermitted vehicular uses of Sally's Alley. As the Park Commission embarked upon the planning process there were simultaneous efforts by the Town to work to remove any and all encroachments into Sally's Alley for the benefit of all the residents of Yarrow Point and to provide the Park Commission with the most leeway to optimally plan the use of Sally's Alley. Given the encroachments, with the largest being driveways on both the east and west entrance to Sally's Alley, the project was divided into 2 parts with different completion dates. The first was to address the west entrance which was completed in 2023, to be followed by the east entrance which is planned to be completed in 2025.

The goal of the Park Commission was to propose a plan which simultaneously achieves multiple goals:

- Provide a clearly identifiable and inviting pedestrian entrance, which will give more visible directional guidance to visitors.
- Ensure appropriate and safe separation between vehicular driveways and pedestrian paths.
- Provide a clear and inviting pedestrian path that allows for and supports a broader array of trail users including those visitors with strollers, wheelchairs, or other assisted walking methods while maintaining a natural character.
- Provide a pleasing, welcoming, and safe natural space for residents and visitors to walk through.

The plans we are presenting represent a recommendation to the Council which has taken into account the needs of the Town, Sally's Alley users, and the neighbors who border Sally's Alley. The plans also include remedying the issues with the west access for residents at 3798 94<sup>th</sup> by adding gravel to the surface of their access.

The Park Commission requests the Council review and approve the plans for the completion of the east side of Sally's Alley and approve the low bidder and budget up to \$150,000 for Phase 2 Sally's Alley budget from the General Fund.

**Recommended Action:**

I move to approve the Park Commission's recommendations and authorize the Mayor to execute a contract with EKM General Contractors, LLC to construct Sally's Alley – Phase 2 and complete the Sally's Alley East project not to exceed \$150,000.



# TOWN OF YARROW POINT

KING COUNTY

WASHINGTON

## SALLY'S ALLEY PHASE 2



### TOWN OFFICIALS

KATY HARRIS  
Mayor

STEPHAN LANGERHOLM

STEVE BUSH  
Town Council

CHUCK PORTER

MICHAEL HYMAN

Town Council

KATHY SMITH

STACIA SCHROEDER, P.E  
TOWN ENGINEER

BONNIE RITTER  
CLERK-TREASURER

APPROVAL FOR CONSTRUCTION
<i>Stacia Schroeder</i>
BY: TOWN OF YARROW POINT
DATE: MARCH 2025
APPROVAL EXPIRES: MARCH 2026



3710 168TH STREET NE, BLDG. B, SUITE 210  
ARLINGTON, WASHINGTON 98223 (360) 454-5490  
BID SET 3/2025 Page 1 of 8

MARCH 2025  
G&O JOB #23445.02



m:\yarrow point\23445.00 town wide storm and ugc\03 construction\plan revisions\23445.02 sallys alley phase 2\General\LEGEND.dwg, 3/12/2025 2:36 PM, CHRIS BACON

ABBREVIATIONS

AC	ASBESTOS CEMENT PIPE
AD	AREA DRAIN
ADJ	ADJUST
ALT	ALTERNATE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ASPH	ASPHALT
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
AVE	AVENUE
BLOG	BUILDING
BO	BLOW OFF
BOP	BEGINNING OF PROJECT
C	CONDUIT
CB	CATCH BASIN
CF	CUBIC FEET
CFS	CUBIC FEET PER SECOND
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONT	CONTINUED/CONTINUOUS
CPEP	CORRUGATED POLYETHYLENE PIPE
CTR	CENTER
CY	CUBIC YARD
¢	CENTER LINE
DI	DUCTILE IRON
DIA	DIAMETER
DIM	DIMENSION
DWGS	DRAWING(S)
E	EAST
EA	EACH
EL	ELEVATION
ELEC	ELECTRICAL
EOP	END OF PROJECT
EX	EXISTING
FIG	FIGURE
FT	FEET
GA	GAUGE
GALV	GALVANIZED
HDPE	HIGH DENSITY POLYETHYLENE PIPE
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INV	INVERT
L	LENGTH
LB	POUND
LF	LINEAR FEET
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
N	NORTH
NO	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
PERF	PERFORATED
PP	POWER POLE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
QTY	QUANTITY
R	RADIUS
R/W	RIGHT-OF-WAY
REINF	REINFORCE
RR	RAILROAD
S	SOUTH
SCH	SCHEDULE
SF	SQUARE FEET
SHT	SHEET
SQ	SQUARE
STA	STATION
STD	STANDARD
TC	TOP OF CURB
TEL	TELEPHONE
TESC	TEMPORARY EROSION AND SEDIMENT CONTROL
TYP	TYPICAL
UOC	UNDERGROUND CONVERSION
VERT	VERTICAL
W	WEST
W/	WITH
W/O	WITHOUT
WSDOT	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

SHEET INDEX	
Sheet Number	Sheet Description
-	COVER
1	VICINITY & LOCATION MAPS, SYMBOL LEGEND, ABBREVIATIONS AND INDEX
2	SURVEY CONTROL, KEY MAP AND ALIGNMENT TABLES
3	GENERAL CONSTRUCTION NOTES
4	TEMPORARY EROSION CONTROL DETAILS
5	TESC AND DEMO PLAN
6	TRAIL PLAN & PROFILE
7	CONSTRUCTION DETAILS

EXISTING LEGEND

SURFACE FEATURES	DESCRIPTION
	CENTER LINES
	RIGHT-OF-WAY LINES
	LOT LINES
	WATER LINE
	DITCH LINE
	SANITARY SEWER LINE
	STORM DRAIN LINE
	GAS LINE
	UNDERGROUND POWER LINES
	UNDERGROUND COMMUNICATION LINES (COMCAST/LUMEN)
	OVERHEAD UTILITY LINES
	HIGH WATER LINE
	CHAIN LINK FENCE
	WIRE FENCE
	WOOD FENCE
	EDGE OF ASPHALT

PROPOSED LEGEND

SURFACE FEATURES	DESCRIPTION
	GRAVEL SURFACING
	CENTERLINE OF CONSTRUCTION
	SAWCUT LINE (APPROXIMATE LOCATION )
	STORM DRAIN (SIZE AS NOTED )
	TEMPORARY CONSTRUCTION EASEMENT

SYMBOLS	DESCRIPTION	SYMBOLS	DESCRIPTION
	WATER VALVE		TRAFFIC SIGNAL POLE
	HYDRANT		STREET LIGHT
	FDC		LUMINAIRE(DOUBLE)
	POST INDICATOR VALVE		LUMINAIRE(SINGLE)
	WATER BLOW OFF		PEDESTRIAN LIGHT POLE
	WATER METER		AREA LIGHT
	IRR. CONTROL VALVE		GAS METER
	MANHOLES (SS/SD)		GAS VALVE
	CB		SIGN
	POWER TRANSFORMER		MAILBOX
	POWER/COMM. VAULT		NEWS PAPER BOX
	WATER/UTILITY VAULT		TRASH CAN
	POWER MANHOLE		ROCKERY
	COMM. MANHOLE		SPOT ELEVATION
	WATER MANHOLE		SIZE & TYPE (CONIFEROUS TREE)
	POWER METER		SIZE & TYPE (DECIDUOUS TREE)
	SURFACE JUNCTION BOX		MAGNETIC NAIL W/ WASHER
	SUBSURFACE JUNCTION BOX		REBAR AND CAP (SET)
	POWER/UTILITY POLE		REBAR AND CAP (FOUND)
	POWER/UTILITY POLE W/DROP		TACK AND LEAD
	ANCHOR POLE		HUB AND TACK
	GUY ANCHOR		CASED MONUMENT
			SURFACE MONUMENT

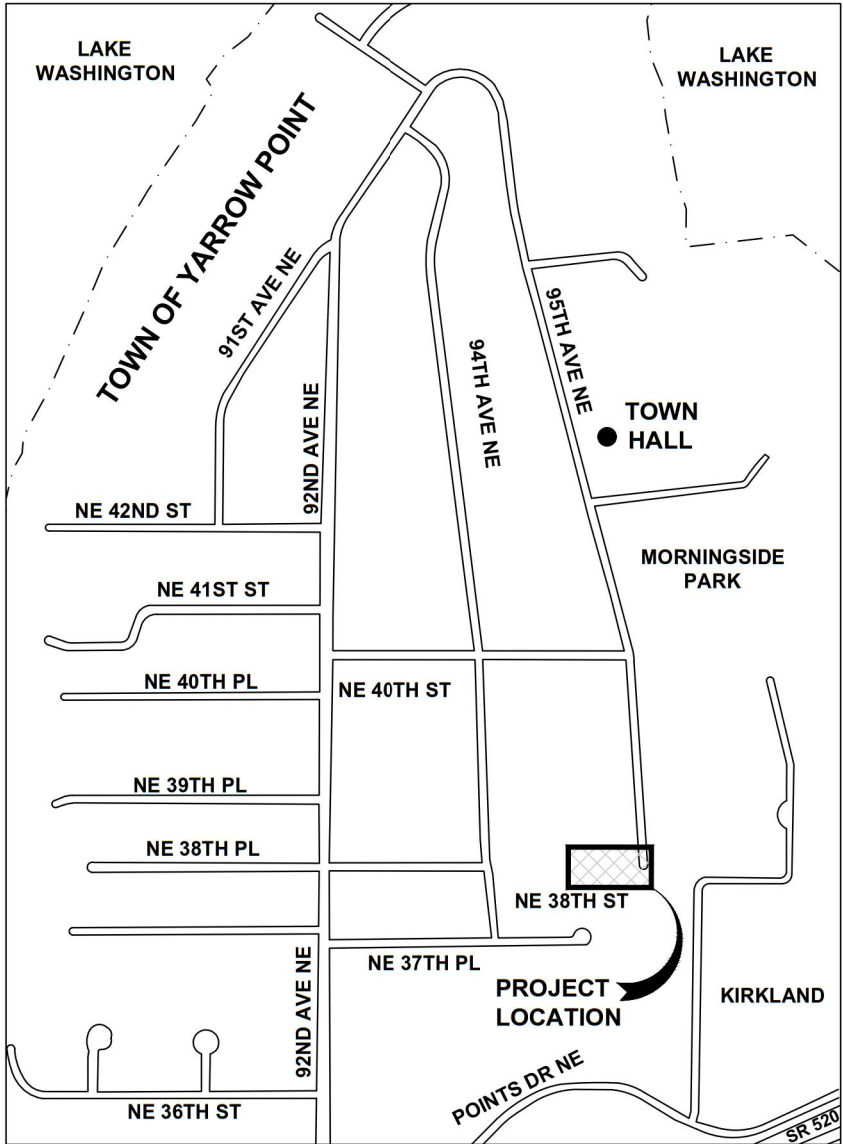
PROPOSED SANITARY/STORM SEWER SYMBOLS	
	STORM DRAIN MANHOLE/TYPE 2 CATCH BASIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
	STORM DRAIN CATCH BASIN, CONCRETE INLET, OR YARD/AREA DRAIN (ACTUAL DIMENSION SHOWN FOR PROPOSED)
PROPOSED SURFACE FEATURES/LANDSCAPING	
	SIGN
	ROCKERY
	TIMBER EDGING

ORDER OF WORK

- ATTEND PRECONSTRUCTION MEETING
- PROVIDE MATERIAL SUBMITTALS
- CALL FOR UTILITY LOCATES
- INSTALL TRAFFIC CONTROL AND EROSION CONTROL DEVICES
- PERFORM POTHOLING OPERATIONS
- PROPERTY RESTORATION
- SUBMIT RECORD DRAWINGS

BURIED UTILITIES IN AREA  
CALL BEFORE YOU DIG  
1-800-424-5555  
EXISTING UTILITIES SHOWN ARE FROM THE  
BEST AVAILABLE INFORMATION AND NO  
GUARANTEE IS MADE AS TO THE EXACT SIZE,  
TYPE, LOCATION OR DEPTH

APPROVAL FOR CONSTRUCTION  
BY: TOWN OF YARROW POINT  
DATE: JANUARY 2025  
APPROVAL EXPIRES: JANUARY 2026



RIGHT-OF-WAY DISCLAIMER  
THE RIGHT-OF-WAY AND/OR  
PROPERTY LINES SHOWN HEREON  
ARE BASED ON AVAILABLE  
INFORMATION, NOT ON A SURVEYED  
LOCATION AND ARE ONLY  
APPROXIMATE

Gray & Osborne, Inc.  
CONSULTING ENGINEERS  
3710 168TH STREET NORTHEAST,  
BUILDING B, SUITE 210  
ARLINGTON, WA 98223  
(360) 454-5490



TOWN OF  
YARROW POINT  
  
SALLY'S ALLEY  
PHASE 2

No.	DATE	REVISION
ISSUED FOR: BID PLAN SET		
ISSUE DATE: MAR 2025		
APPROVED BY: KWB		
CHECKED BY: CJB		
DRAWN BY: MAN		
G & O JOB NO.: 23445.02		
FILE: LEGEND.DWG		

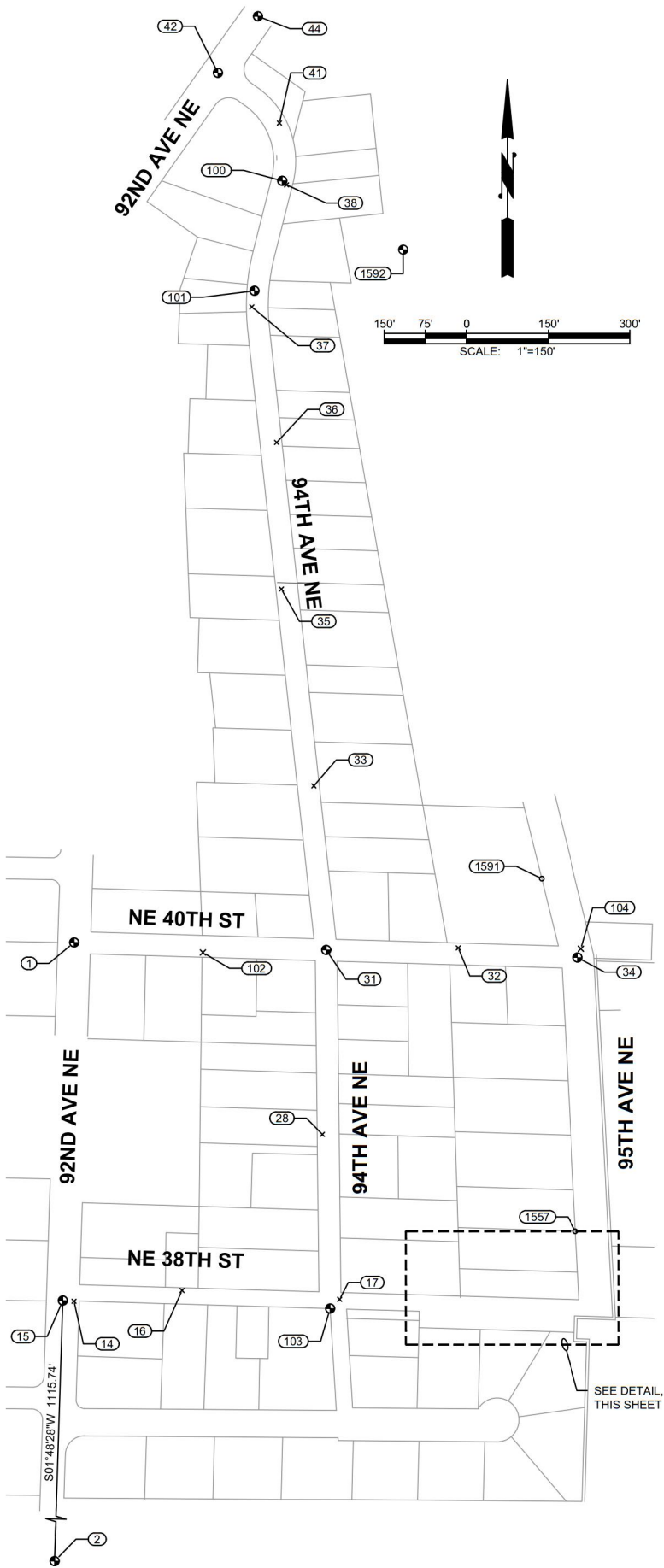
0 1" 2"  
TWO INCHES AT FULL SCALE.  
IF NOT, SCALE ACCORDINGLY

CIVIL  
  
VICINITY & LOCATION  
MAPS, SYMBOL  
LEGEND,  
ABBREVIATIONS AND  
INDEX

DRAWING: 1 OF: 7



M:\yarrow point\23445 00 town wide storm and ugc\03 construction\plan revisions\23445.02 sallys alley phase 2\Civil\SURVEY CONTROL-3.dwg, 3/14/2025 2:40 PM, CHRIS BACON



**TOWN OF YARROW POINT - TOWN WIDE STORM & UGC**  
**JOB NUMBER - 23445**

**SURVEY CONTROL & MONUMENTATION**

**HORIZONTAL DATUM: NAD83/2011**  
WASHINGTON PLANE COORDINATE SYSTEM, NORTH ZONE, GRID NORTH  
HOLDING PACE SURVEY COORDS PROVIDED TO GRAY & OSBORNE BY TOWN OF YARROW POINT.  
BASED ON CITY OF BELLEVUE PUBLISHED CONTROL POINTS #34 & #362

**VERTICAL DATUM: NAVD88**  
HOLDING PACE SURVEY PROVIDED TO GRAY & OSBORNE BY TOWN OF YARROW POINT  
BASED ON CITY OF BELLEVUE PUBLISHED CONTROL POINTS #34 & #362

POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
1	238854.95	1299230.91	116.25	SFMC=FOUND MONUMENT IN CASE, 1 3/4" BRASS DISC W/ "X." DOWN 0.55' IN CASE. INTX NE 40TH ST & 92ND AVE NE. CITY OF BELLEVUE HORIZONTAL BENCHMARK: 0034. VERTICAL BENCHMARK: 309.
2	237085.48	1299174.97	153.00	SFMC, PIN SET IN CONCRETE, DOWN 0.5' IN CASE. INTX 92ND AVE NE & NE 34TH ST. CITY OF BELLEVUE HORIZONTAL BENCHMARK: 0362. VERTICAL BENCHMARK: 98.
14	238199.47	1299230.69	132.74	SFNT=FOUND NAIL W/ TAG, NAIL W/ "PACE" CONTROL TAG, SE QUADRANT INTX NE 38TH ST & 92ND AVE NE.
15	238200.66	1299210.16	131.50	SFMC, PIN SET IN CONCRETE, DOWN 0.6' IN CASE. AT CENTERLINE 92ND AVE NE, S OF CENTERLINE OF NE 38TH ST.
16	238219.12	1299427.99	150.16	SFNT, NAIL W/ "PACE" CONTROL TAG. AT AP IN BACK OF WEDGE CURB, N SIDE NE 38TH ST. 15' E OF CENTERLINE DRIVEWAY TO 9218 NE 38TH ST.
17	238203.01	1299715.67	170.60	SFNT, NAIL W/ "PACE" CONTROL TAG. IN ASPHALT, NE QUADRANT INTX 94TH AVE NE & NE 38TH ST. 3' N OF CENTERLINE OF 38TH ST EXTENDED. 11' S OF E BACK OF WEDGE CURB AT END OF 94TH AVE NE.
28	238504.33	1299684.11	161.38	SFNT, NAIL W/ "PACE" CONTROL TAG. 0.5' W OF W BACK OF WEDGE CURB ON 94TH AVE NE. IN ASPHALT. 13' N OF CENTERLINE OF S DRIVEWAY TO 3833 94TH AVE NE.
31	238841.22	1299691.07	151.33	SFMC, 1/4" BRASS PLUG W/ PUNCH SET IN CONCRETE. DOWN 0.7' IN CASE. INTX 94TH AVE NE & NE 40TH ST.
32	238844.88	1299932.30	153.66	SFNT, NAIL W/ "PACE" CONTROL TAG. 0.5' S OF N WEDGE CURB OF NE 40TH ST. 14' E OF CENTERLINE OF DRIVEWAY TO 4015 95TH AVE NE "BUCHANAN". DRIVEWAY IS ON S SIDE OF THIS PROPERTY.
33	239141.08	1299668.57	140.98	SFNT, NAIL W/ "PACE" CONTROL TAG. AT E WEDGE CURB 94TH AVE NE. 18' N OF CENTERLINE OF DRIVEWAY TO 4024 94TH AVE NE.
34	238827.48	1300151.30	143.36	SFMC, 1 1/2" BRASS DISC W/ PUNCH SET IN CONCRETE. DOWN 0.65' IN CASE. AT INTX 95TH AVE NE & NE 40TH ST.
35	239500.71	1299609.31	123.70	SFNT, NAIL W/ "PACE" CONTROL TAG. 0.5' E OF W WEDGE CURB 94TH AVE NE. 28' N OF CENTERLINE OF DRIVEWAY TO 4425 94TH AVE NE.
36	239768.50	1299600.79	110.37	SFNT, NAIL W/ "PACE" CONTROL TAG. AT E WEDGE CURB 94TH AVE NE. 15' S OF CENTERLINE OF DRIVEWAY TO 4412 94TH AVE NE.
37	240016.20	1299555.43	98.31	SFNT, NAIL W/ "PACE" CONTROL TAG. 0.7' E OF W WEDGE CURB 94TH AVE NE. 20' S OF CENTERLINE OF DRIVEWAY TO 4437 94TH AVE NE.
38	240239.25	1299618.79	87.70	SFNT, NAIL W/ "PACE" CONTROL TAG. 1' W OF E WEDGE CURB 94TH AVE NE AT APPROX PC OF CURVE. 7' SW OF MAILBOX POST W/ THREE BOXES (4441, 4467, 4468).
41	240352.10	1299605.80	82.26	SFNT, NAIL W/ "PACE" CONTROL TAG. 0.75' SW OF NE WEDGE CURB 94TH AVE NE ~3/4Δ. 15' SW OF "NO PARKING" SIGN.
42	240443.91	1299493.42	75.60	SFMC, INTX 94TH AVE NE & YARROW POINT RD.
44	240547.34	1299566.56	72.79	SFMC, PLUG W/ PUNCH SET IN CONC. DOWN 0.36' IN CASE. INTX YARROW POINT RD & NE 47TH ST. CITY OF BELLEVUE HORIZONTAL BENCHMARK: 0436.
100	240246.57	1299610.88	86.92	SFMC, 1/4" BRASS PLUG W/ PUNCH SET IN CONCRETE. DOWN 0.55' IN CASE. CENTERLINE 94TH AVE NE AT PT SE OF YARROW POINT RD.
101	240045.70	1299560.14	96.44	SFMC, 1/4" BRASS PLUG W/ PUNCH SET IN CONCRETE. DOWN 0.6' IN CASE. 94TH AVE NE PI MON. 15' N OF CENTERLINE DRIVEWAY TO 4437 94TH AVE NE.
102	238836.58	1299465.99	138.32	SSN=SET NAIL, MAG NAIL AT S WEDGE CURB OF NE 40TH ST. 12' E OF CENTERLINE OF E DRIVEWAY TO 9229 94TH AVE NE.
103	238186.02	1299698.25	170.42	SFMC, 1/2" INSIDE DIAMETER IRON PIPE COMING FROM SIDE OF MONUMENT. DOWN 0.5' IN CASE. SHOT CENTER OF PIPE. SW QUADRANT 94TH AVE NE & NE 38TH ST. IN WEDGE CURB.
104	238843.44	1300157.61	143.30	SSN, MAG NAIL AT E WEDGE CURB FLOW LINE OF 95TH AVE NE AT NE QUADRANT NE 95TH AVE & 40TH ST NE. 15' S OF CENTERLINE WALKWAY TO 4000 95TH AVE NE.
105	238170.90	1299954.37	172.63	SSN, 60-D NAIL W/ WHITE WHISKERS, DOWN 0.1' BELOW FIG. SET IN S EDGE OF GRAVEL OF EXISTING TRAIL. 14' E OF "MUTT MITT" BAG DISPENSER.
106	238163.83	1300105.69	167.04	SSN, 60-D NAIL W/ WHITE WHISKERS, DOWN 0.2' BELOW FIG. 13.5' S OF EXISTING EDGE OF ASPHALT. 25' E OF 52" CEDAR.
107	238255.47	1300179.40	157.26	SSNT, IN ASPHALT AT E EDGE OF SALLY'S ALLEY TRAIL. AT S END OF 95TH AVE. 20' N62"E FROM BOLLARD/ADDRESS SIGN "3801 95TH AVE NE."
1470	238208.87	1299936.09	172.68	SFP=FOUND PIPE, 1" INSIDE DIAMETER IRON PIPE W/ TACK. AT WOOD FENCE CORNER. UP 0.1' ABOVE GRADE W/ LOT BOARD.
1557	238327.18	1300147.34	158.51	SFRC=FOUND REBAR W/ CAP, 1/2" REBAR W/ YELLOW PLASTIC "GEO-D 46876" CAP.
1559	238299.61	1300213.90	153.68	SFRC, 1/2" REBAR W/ ORANGE PLASTIC "TERRAIN 15025" CAP.
1591	238971.52	1300084.77	142.87	SFRC, 5/8" REBAR W/ YELLOW PLASTIC "DRS LS 50708" CAP.
1592	240120.75	1299831.55	89.17	SFMC, 1 5/8" BRASS DISC W/ PUNCH SET IN CONC POST. DOWN 0.9' IN CASE. CENTERLINE 95TH AVE NE, 1332' FROM CENTER OF INTX 94TH AVE NE & NE 40TH ST.

BID SET 3/25/25 Page 3 of 8

**SALLY'S ALLEY - CONSTRUCTION CENTERLINE ALIGNMENT**

SEGMENT	BEGIN STATION	BEGIN NORTHING	BEGIN EASTING	END STATION	END NORTHING	END EASTING	DISTANCE	BEARING	RADIUS	TANGENT	CURVE LENGTH	DELTA
L1	201+50.09	238,195.96	1,299,860.93	202+03.53	238,179.16	1,299,911.66	53.44	S71°40'22"E				
C1	202+03.53	238,179.16	1,299,911.66	202+10.71	238,177.91	1,299,918.70			25.00	3.61	7.18	16°27'09"
L2	202+10.71	238,177.91	1,299,918.70	202+20.93	238,177.57	1,299,928.92	10.22	S88°07'31"E				
C2	202+20.93	238,177.57	1,299,928.92	202+28.05	238,176.83	1,299,936.00			50.00	3.57	7.12	8°09'51"
L3	202+28.05	238,176.83	1,299,936.00	202+78.95	238,167.96	1,299,986.12	50.90	S79°57'40"E				
C3	202+78.95	238,167.96	1,299,986.12	203+49.44	238,172.13	1,300,055.84			150.00	35.91	70.49	26°55'30"
L4	203+49.44	238,172.13	1,300,055.84	203+70.93	238,178.37	1,300,076.40	21.48	N73°06'50"E				
C4	203+70.93	238,178.37	1,300,076.40	204+17.34	238,166.03	1,300,118.47			40.00	26.21	46.41	66°28'38"
L5	204+17.34	238,166.03	1,300,118.47	204+30.13	238,156.29	1,300,126.76	12.79	S40°24'32"E				
C5	204+30.13	238,156.29	1,300,126.76	204+50.82	238,160.02	1,300,143.18			9.50	18.17	20.69	124°47'25"
L6	204+50.82	238,160.02	1,300,143.18	204+56.00	238,165.04	1,300,144.51	5.19	N14°48'04"E				
C6	204+56.00	238,165.04	1,300,144.51	204+90.07	238,190.65	1,300,165.39			40.00	18.14	34.07	48°47'48"
C7	204+90.07	238,190.65	1,300,165.39	205+23.37	238,217.52	1,300,182.05			30.00	18.60	33.30	63°35'52"
L7	205+23.37	238,217.52	1,300,182.05	205+40.72	238,234.86	1,300,182.05	17.35	N0°00'00"E				
C8	205+40.72	238,234.86	1,300,182.05	205+54.72	238,247.75	1,300,186.76			20.00	7.30	14.00	40°07'05"
C9	205+54.72	238,247.75	1,300,186.76	205+69.77	238,261.68	1,300,191.44			20.00	7.90	15.05	43°06'27"
L8	205+69.77	238,261.68	1,300,191.44	206+00.00	238,291.87	1,300,189.86	30.23	N2°59'23"W				

**DISCLAIMER:**  
SOME TOPOGRAPHIC DATA SHOWN HEREON WAS PERFORMED BY PACE (SEE NOTES, THIS SHEET).  
ADDITIONAL SURVEY WAS PERFORMED BY GRAY AND OSBORNE ON MAY 16, 2023 UTILIZING PACE CONTROL.

**HORIZONTAL DATUM**

HORIZONTAL DATUM: NAD 83/11, WASHINGTON COORDINATE SYSTEM NORTH ZONE.  
BASED ON TIES TO CITY OF BELLEVUE SURVEY CONTROL POINTS 34 & 362 (POINTS 1 & 2 IN THIS PLAN SET)

**SURVEY NOTES**

ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

THE LOCATION AND DESCRIPTION OF ALL SURVEY MARKERS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS TAKEN BY PACE ENGINEERS IN JANUARY, 2021, UNLESS OTHERWISE INDICATED.

WORK PERFORMED IN CONJUNCTION WITH THIS SURVEY UTILIZED THE FOLLOWING EQUIPMENT AND PROCEDURES: (A) 1" TRIMBLE S7 SERIES ELECTRONIC TOTAL STATION, MAINTAINED TO THE MANUFACTURER'S SPECIFICATIONS PER W.A.C. 332-130-100. (B) FIELD TRAVERSE, EXCEEDING REQUIREMENTS SET FORTH IN W.A.C. 332-130-090. (C) LEASE SQUARE ADJUSTMENT USING StarNet VERSION 9.0 EXCEEDING REQUIREMENTS PER W.A.C. 332-130-080.

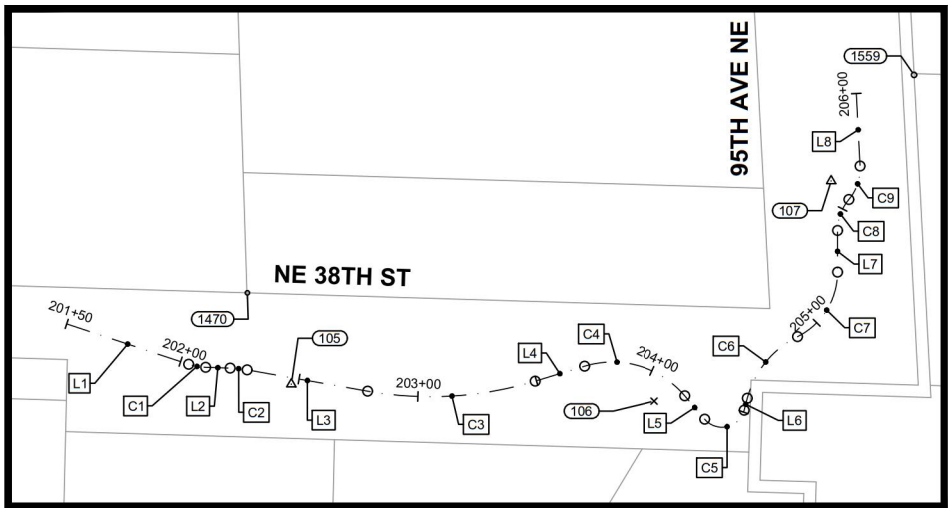
**VERTICAL DATUM**

VERTICAL DATUM: NAVD 88 BASED ON TIES TO CITY OF BELLEVUE SURVEY CONTROL POINTS 34 & 362 (POINTS 1 & 2 IN THIS PLAN SET)

RIGHT OF WAY MARGINS AND CENTERLINES SHOWN HEREON AREA BASED UPON THE FOUND CENTERLINE MONUMENTS.  
PARCEL LOT LINES SHOWN HEREON ARE PER KING COUNTY GIS AND SHOULD BE ASSUMED APPROXIMATE

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT PURPORT TO SHOW ALL EASEMENTS.

THIS TOPOGRAPHIC SURVEY DRAWING ACCURATELY PRESENTS SURFACE FEATURES LOCATED DURING THE COURSE OF THIS SURVEY. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED SOLELY UPON INFORMATION PROVIDED BY OTHERS AND PACE ENGINEERS, INC. DOES NOT ACCEPT RESPONSIBILITY OR ASSUME LIABILITY FOR THEIR ACCURACY OR COMPLETENESS. CONTRACTOR/ENGINEERS SHALL VERIFY EXACT SIZE AND LOCATION PRIOR TO CONSTRUCTION.  
CALL FOR LOCATE: UTILITY LOCATION SERVICE: 811



**SALLY'S ALLEY CONSTRUCTION CENTERLINE DETAIL**

SCALE: 1" = 40'

**RIGHT-OF-WAY DISCLAIMER**

THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE

**APPROVAL FOR CONSTRUCTION**

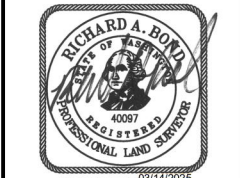
BY: Gray & Osborne, Inc.  
TOWN OF YARROW POINT

DATE: MARCH 2025

APPROVAL EXPIRES: MARCH 2026

**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
3710 168TH STREET NORTHEAST,  
BUILDING B, SUITE 210  
ARLINGTON, WA 98223  
(360) 454-5490

TOWN OF  
**YARROW POINT**



TOWN OF  
**YARROW POINT**

**SALLY'S ALLEY  
PHASE 2**

No.	DATE	REVISION
-----	------	----------

ISSUED FOR: BID PLAN SET  
ISSUE DATE: MAR 2025  
APPROVED BY: KWB  
CHECKED BY: CJB  
DRAWN BY: MAN

G & O JOB NO.: 23445.02  
FILE: SURVEY CONTROL-3.DWG

0 1" 2"  
TWO INCHES AT FULL SCALE.  
IF NOT, SCALE ACCORDINGLY

**CIVIL**

**SURVEY CONTROL,  
KEY MAP AND  
ALIGNMENT TABLES**

DRAWING: **2** OF: **7**



m:\yarrow point\23445.00 town wide storm and ugc\03 construction\plan revisions\23445.02 sallys alley phase 2\General\GEN NOTES.dwg, 3/12/2025 2:37 PM, CHRIS BACON

GENERAL NOTES  
TOWN OF YARROW POINT

- THIS DEVELOPMENT PROJECT SHALL CONFORM TO THE TOWN OF YARROW POINT'S REQUIREMENTS AND BE IN ACCORDANCE WITH THE APPROVED PLANS. ANY CHANGES FROM THE APPROVED PLAN WILL REQUIRE APPROVAL FROM THE OWNER, ENGINEER, BUILDING OFFICIAL, TOWN ENGINEER, AND TOWN PLANNER AS APPLICABLE.
- ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE "WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION" (LATEST EDITION), EXCEPT WHERE SUPPLEMENTED OR MODIFIED BY THE TOWN. COPIES OF THE ABOVE DOCUMENTS SHALL BE AVAILABLE AT THE JOB SITE DURING CONSTRUCTION.
- A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF ALL CONSTRUCTION. CONTACT THE TOWN ENGINEER OR THE TOWN BUILDING OFFICIAL TO SCHEDULE A MEETING.
- LOCATIONS SHOWN FOR EXISTING UTILITIES ARE APPROXIMATE. THE CONTRACTOR IS CAUTIONED THAT OVERHEAD UTILITY LINES MAY NOT BE SHOWN ON THE DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE TRUE ELEVATIONS AND LOCATIONS OF ALL UNDERGROUND UTILITIES AND THE EXTENT OF ANY HAZARDS CREATED BY OVERHEAD UTILITY LINES. IDENTIFICATION, LOCATION MARKING, AND RESPONSIBILITY FOR UNDERGROUND FACILITIES OR UTILITIES IS GOVERNED BY PROVISION OF CHAPTER 19.122 REVISED CODE OF WASHINGTON (RCW). PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL CALL ONECALL (1-800-424-5555) FOR UTILITY LOCATIONS (WATER, SANITARY SEWER, STORM SEWER, GAS, POWER, TELEPHONE, CABLE TELEVISION, AND INTERNET.
- AS-BUILT DRAWINGS ARE REQUIRED PRIOR TO PROJECT ACCEPTANCE.
- THE CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.
- PER TOWN OF YARROW POINT MUNICIPAL CODE SECTION 10.12, CONTRACTOR'S VEHICLES, INCLUDING TRUCK AND TRAILER COMBINATIONS, SHALL NOT HAVE AN OVERALL LENGTH IN EXCESS OF 40 FEET.

9. ALL COSTS ASSOCIATED WITH RECORD DRAWINGS AND SPCC PLAN SHALL BE INCLUDED IN THE MOBILIZATION, CLEANUP, AND DEMOBILIZATION BID ITEM.

STORM DRAINAGE NOTES  
TOWN OF YARROW POINT  
(MODIFIED;NOT ALL NOTES ARE SHOWN)

- BEFORE ANY CONSTRUCTION MAY OCCUR, THE CONTRACTOR SHALL HAVE PLANS WHICH HAVE BEEN SIGNED AND APPROVED BY THE TOWN OF YARROW POINT, OBTAINED ALL TOWN, COUNTY, STATE, FEDERAL, AND OTHER REQUIRED PERMITS, AND HAVE POSTED ALL REQUIRED BONDS. ~~CONTRACTOR SHALL HAVE A COPY OF THESE PLANS AND THE CONTRACT SPECIFICATIONS ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.~~
- ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL. ALL CHANGES SHALL BE SUBMITTED TO THE TOWN.
- ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED OR SIMILARLY STABILIZED TO THE SATISFACTION OF THE TOWN OF YARROW POINT FOR THE PREVENTION OF ON-SITE EROSION AFTER THE COMPLETION OF CONSTRUCTION.
- ALL CATCH BASINS SHALL BE TYPE I UNLESS OTHERWISE NOTED. CATCH BASINS WITH A DEPTH OF OVER FIVE FEET (5') TO THE PIPE INVERT SHALL BE A TYPE II CATCH BASIN. TYPE I CATCH BASINS EXCEEDING FIVE FEET (5') IN DEPTH SHALL HAVE A STANDARD LADDER INSTALLED.
- CONSTRUCTION OF DEWATERING (GROUNDWATER) SYSTEMS SHALL BE IN ACCORDANCE WITH THE APWA STANDARD SPECIFICATIONS.
- ALL TRENCH BACKFILL SHALL BE COMPACTED TO 95 PERCENT DENSITY IN ROADWAYS, ROADWAY SHOULDERS, ROADWAY PRISM AND DRIVEWAYS, AND 85 PERCENT DENSITY IN UNPAVED AREAS. ALL PIPE ZONE COMPACTION SHALL BE 95 PERCENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE SAFEGUARDS, SAFETY DEVICES, PROTECTIVE EQUIPMENT, CONFINED SPACE PROTECTION, FLAGGERS, AND ANY OTHER NEEDED ACTIONS TO PROTECT THE LIFE, HEALTH, AND SAFETY OF THE PUBLIC, AND TO PROTECT PROPERTY IN CONNECTION WITH THE PERFORMANCE OF WORK COVERED BY THE CONTRACT. ANY WORK WITHIN THE TRAVELED RIGHT-OF-WAY THAT MAY INTERRUPT NORMAL TRAFFIC FLOW SHALL REQUIRE A TRAFFIC CONTROL PLAN APPROVED BY THE TOWN OF YARROW POINT. ALL SECTIONS OF THE WSDOT STANDARD SPECIFICATIONS, TRAFFIC CONTROL SECTION, AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL APPLY.
- APPROXIMATE LOCATIONS OF EXISTING UTILITIES HAVE BEEN OBTAINED FROM AVAILABLE RECORDS AND ARE SHOWN FOR CONVENIENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF EXISTING UTILITY LOCATIONS WHETHER OR NOT THESE UTILITIES ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL EXERCISE ALL CARE TO AVOID DAMAGE TO ANY UTILITY. IF CONFLICTS WITH EXISTING UTILITIES ARISE DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE TOWN ENGINEER OR THE TOWN BUILDING OFFICIAL IMMEDIATELY AND ANY CHANGES REQUIRED SHALL BE APPROVED BY THE APPROPRIATE TOWN STAFF PRIOR TO COMMENCEMENT OF RELATED CONSTRUCTION ON THE PROJECT.
- ALL INLET, MANHOLE, AND CATCH BASIN FRAMES AND GRATES SHALL NOT BE ADJUSTED TO GRADE UNTIL IMMEDIATELY PRIOR TO FINAL PAVING. ALL CATCH BASIN GRATES SHALL BE SET 0.10' BELOW PAVEMENT LEVEL.
- GROUT ALL SEAMS AND OPENINGS IN ALL INLETS, CATCH BASINS, AND MANHOLES.

TEMPORARY EROSION/SEDIMENTATION NOTES  
TOWN OF YARROW POINT  
(MODIFIED;NOT ALL NOTES ARE SHOWN)

- THE APPROVED CONSTRUCTION SEQUENCE SHALL BE AS FOLLOWS:
  - CONDUCT PRE-CONSTRUCTION MEETING.
  - FLAG OR FENCE CLEARING LIMITS.
  - ~~PROTECT WITH MINIMUMS AND PHONE NUMBER OF TESC SUPERVISOR.~~
  - INSTALL CATCH BASIN PROTECTION IF REQUIRED.
  - ~~GRADE AND INSTALL CONSTRUCTION ENTRANCE(S).~~
  - INSTALL PERIMETER PROTECTION (SILT FENCE, BRUSH BARRIER, ETC.). IF REQUIRED.
  - ~~CONSTRUCT SEDIMENT POND(S) AND TRAPS.~~
  - ~~GRADE AND STABILIZE CONSTRUCTION ROADS.~~
  - ~~CONSTRUCT SURFACE WATER CONTROLS (INTERSECT FOR DIKES, PIPE SLOPE DRAIN(S), ETC.) SIMULTANEOUSLY WITH CLEARING AND GRADING FOR PROJECT DEVELOPMENT.~~
  - MAINTAIN EROSION CONTROL MEASURES IN ACCORDANCE WITH TOWN OF YARROW POINT STANDARDS AND MANUFACTURER'S RECOMMENDATIONS.
  - RELOCATE EROSION CONTROL MEASURES OR INSTALL NEW MEASURES SO THAT AS SITE CONDITIONS CHANGE, THE EROSION AND SEDIMENT CONTROL IS ALWAYS IN ACCORDANCE WITH THE TOWN TESC MINIMUM REQUIREMENTS.
  - COVER ALL AREAS WITHIN THE SPECIFIED TIME FRAME WITH STRAW, WOOD FIBER MULCH, COMPOST, PLASTIC SHEETING, CRUSHED ROCK OR EQUIVALENT.
  - ~~STABILIZE ALL AREAS THAT REACH FINAL GRADE WITHIN 7 DAYS.~~
  - ~~SEED OR COVER ANY AREAS TO REMAIN UNWORKED FOR MORE THAN 30 DAYS.~~
  - UPON COMPLETION OF THE PROJECT, ALL DISTURBED AREAS MUST BE STABILIZED AND BEST MANAGEMENT PRACTICES REMOVED IF APPROPRIATE.
- THE IMPLEMENTATION OF THIS ESC PLAN AND THE CONSTRUCTION, MAINTENANCE, REPLACEMENT, AND UPGRADING OF THESE ESC FACILITIES IS THE RESPONSIBILITY OF THE ~~PERMITTEE~~ CONTRACTOR UNTIL ALL CONSTRUCTION IS APPROVED.
- THE ESC FACILITIES SHOWN ON THIS PLAN MUST BE CONSTRUCTED PRIOR TO OR IN CONJUNCTION WITH ALL CLEARING AND GRADING ACTIVITIES IN SUCH A MANNER AS TO ENSURE THAT SEDIMENT-LADEN WATER DOES NOT ENTER THE DRAINAGE SYSTEM OR VIOLATE APPLICABLE WATER STANDARDS. WHEREVER POSSIBLE, MAINTAIN NATURAL VEGETATION FOR SILT CONTROL.
- THE ESC FACILITIES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE ESC FACILITIES SHALL BE UPGRADED (E.G. ADDITIONAL SUMPS, RELOCATION OF DITCHES AND SILT FENCES, ETC.) AS NEEDED FOR UNEXPECTED STORM EVENTS. ADDITIONALLY, MORE ESC FACILITIES MAY BE REQUIRED TO ENSURE COMPLETE SILTATION CONTROL. THEREFORE, DURING THE COURSE OF CONSTRUCTION IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY HIS ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES OVER AND ABOVE THE MINIMUM REQUIREMENTS AS MAY BE NEEDED.
- THE ESC FACILITIES SHALL BE INSPECTED BY THE PERMITTEE/CONTRACTOR DAILY DURING NON-RAINFALL PERIODS, EVERY HOUR (DAYLIGHT) DURING RAINFALL EVENTS, AT THE END OF EVERY RAINFALL, AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. IN ADDITION, TEMPORARY SILTATION PONDS AND ALL TEMPORARY SILTATION CONTROLS SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED, PERMANENT DRAINAGE FACILITIES ARE OPERATIONAL, AND THE POTENTIAL FOR EROSION HAS PASSED. WRITTEN RECORDS SHALL BE KEPT DOCUMENTING THE REVIEWS OF THE ESC FACILITIES.
- ALL DENUDED SOILS MUST BE STABILIZE WITH AN APPROVED TESC METHOD (E.G. SEEDING, MULCHING, PLASTIC COVERING, CRUSHED ROCK) WITHIN THE FOLLOWING TIMELINES:
  - MAY 1 TO SEPTEMBER 30 - SOILS MUST BE STABILIZED WITHIN 7 DAYS OF GRADING.
  - OCTOBER 1 TO APRIL 30 - SOILS MUST BE STABILIZED WITHIN 2 DAYS OF GRADING
  - STABILIZE SOILS AT THE END OF THE WORKDAY PRIOR TO A WEEKEND, HOLIDAY, OR PREDICTED RAIN EVENT.
- AT NO TIME SHALL MORE THAN 1' OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. ALL CATCH BASINS AND CONVEYANCE LINES SHALL BE CLEANED PRIOR TO PAVING. THE CLEANING OPERATION SHALL NOT FLUSH SEDIMENT-LADEN WATER INTO THE DOWNSTREAM SYSTEM.
- THE ESC FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAILS ON THE APPROVED PLANS. LOCATIONS MAY BE MOVED TO SUIT FIELD CONDITIONS, SUBJECT TO APPROVAL BY THE TOWN ENGINEER OR THE TOWN BUILDING OFFICIAL.
- OFF-SITE STREETS MUST BE KEPT CLEAN AT ALL TIMES. IF DIRT IS DEPOSITED ON THE PUBLIC STREET SYSTEM THE STREET SHALL BE IMMEDIATELY CLEANED WITH POWER SWEEPER OR OTHER EQUIPMENT.
- ANY CATCH BASINS COLLECTING RUNOFF FROM THE SITE, WHETHER THEY ARE ON OR OFF THE SITE, SHALL HAVE THEIR GRATES COVERED WITH FILTER FABRIC DURING CONSTRUCTION. CATCH BASINS DIRECTLY DOWNSTREAM OF THE CONSTRUCTION ENTRANCE OR ANY OTHER CATCH BASIN AS DETERMINED BY THE TOWN ENGINEER OR TOWN BUILDING OFFICIAL SHALL BE PROTECTED WITH A "FILTER FABRIC SOCK" OR EQUIVALENT.
- ALL PROPERTIES ADJACENT TO THE PROJECT SITE SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND RUNOFF.
- DO NOT FLUSH CONCRETE BY-PRODUCTS OR TRUCKS NEAR OR INTO THE STORM DRAINAGE SYSTEM. IF EXPOSED AGGREGATE IS FLUSHED INTO THE STORM SYSTEM, IT COULD MEAN RE-CLEANING THE ENTIRE DOWNSTREAM STORM SYSTEM, OR POSSIBLY RE-LAYING THE STORM LINE.
- PRIOR TO OCTOBER 1 OF EACH YEAR (THE BEGINNING OF THE WET SEASON), ALL DISTURBED AREAS SHALL BE REVIEWED TO IDENTIFY WHICH ONES CAN BE SEEDED IN PREPARATION FOR THE WINTER RAINS. THE IDENTIFIED DISTURBED AREA SHALL BE SEEDED WITHIN ONE WEEK AFTER OCTOBER 1. A SITE PLAN DEPICTING THE AREAS TO BE SEEDED AND THE AREAS TO REMAIN UNCOVERED SHALL BE SUBMITTED TO THE TOWN ENGINEER. THE TOWN ENGINEER CAN REQUIRE SEEDING OF ADDITIONAL AREAS IN ORDER TO PROTECT SURFACE WATERS, ADJACENT PROPERTIES, OR DRAINAGE FACILITIES.
- A WATER TRUCK SHALL BE ON SITE AT ALL TIMES TO PROVIDE DUST CONTROL. THIS WORK SHALL BE INCIDENTAL TO CONSTRUCTION, SEE SECTION 2-07.



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(360) 454-5490



TOWN OF  
YARROW POINT

SALLY'S ALLEY  
PHASE 2

No.	DATE	REVISION
ISSUED FOR:		
BID PLAN SET		
ISSUE DATE:		MAR 2025
APPROVED BY:		KWB
CHECKED BY:		CJB
DRAWN BY:		MAN
G & O JOB NO.:		23445.02
FILE:		GEN NOTES.DWG
0 1" 2"		
TWO INCHES AT FULL SCALE. IF NOT, SCALE ACCORDINGLY		

GENERAL

GENERAL  
CONSTRUCTION  
NOTES

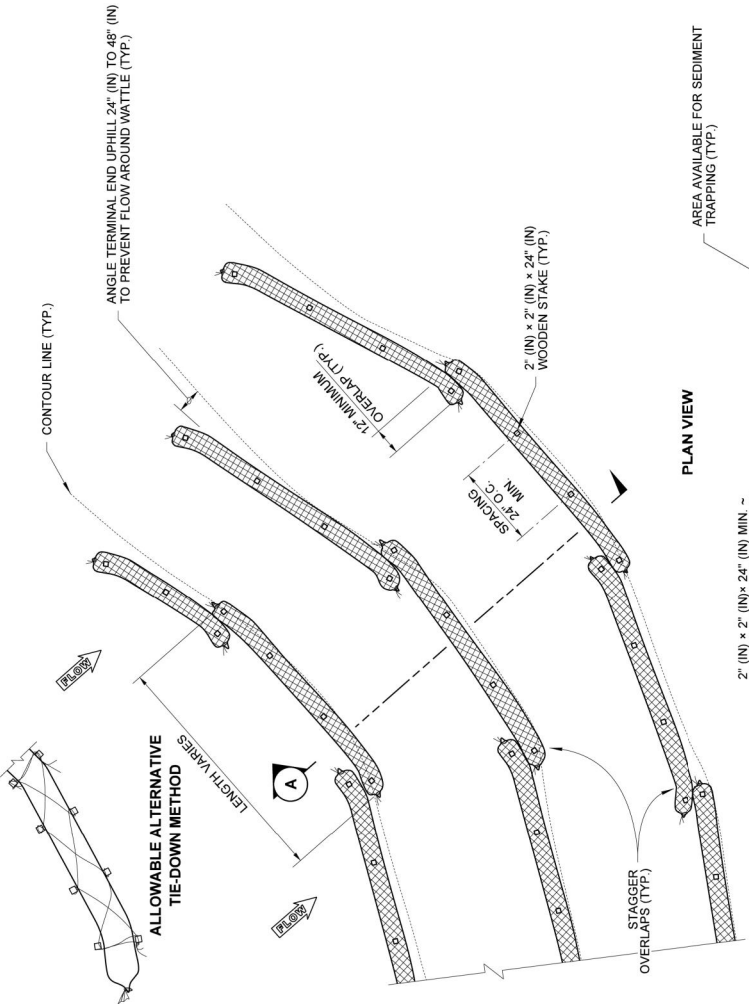
DRAWING: 3 OF: 7

**BURIED UTILITIES IN AREA  
CALL BEFORE YOU DIG**  
**1-800-424-5555**  
EXISTING UTILITIES SHOWN ARE FROM THE  
BEST AVAILABLE INFORMATION AND NO  
GUARANTEE IS MADE AS TO THE EXACT SIZE,  
TYPE, LOCATION OR DEPTH

**RIGHT-OF-WAY DISCLAIMER**  
THE RIGHT-OF-WAY AND/OR  
PROPERTY LINES SHOWN HEREON  
ARE BASED ON AVAILABLE  
INFORMATION, NOT ON A SURVEYED  
LOCATION AND ARE ONLY  
APPROXIMATE

**APPROVAL FOR CONSTRUCTION**  
BY: Heard Schubert  
TOWN OF YARROW POINT  
DATE: MARCH 2025  
APPROVAL EXPIRES: MARCH 2026





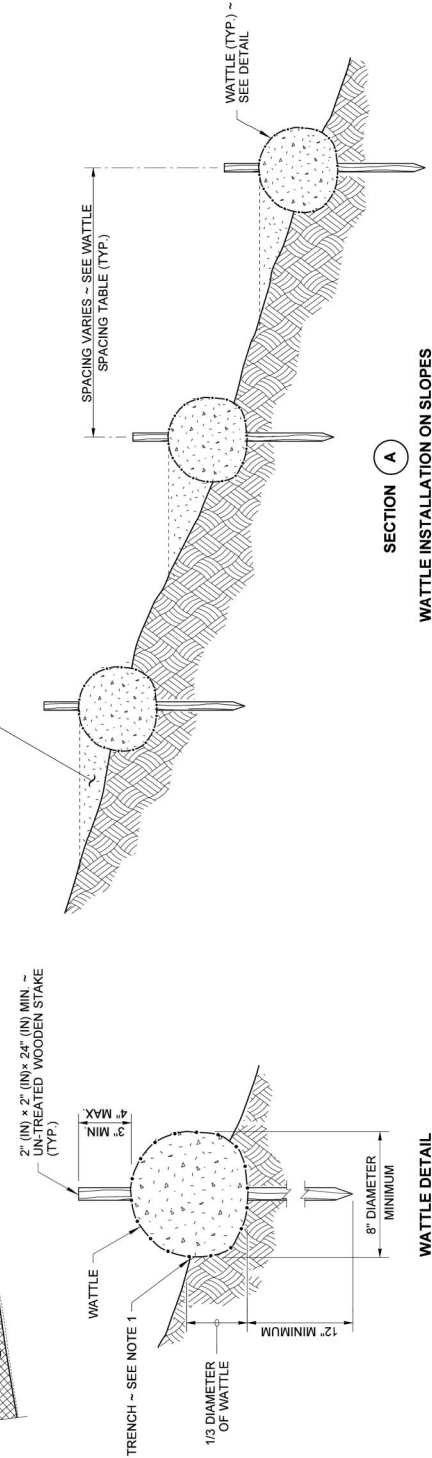
DRAWN BY: FERN LIDDELL

#### NOTES

- Wattles shall be in accordance with **Standard Specification, Section 9-14.5(5)**. Install Wattles along contours. Installation shall be in accordance with **Standard Specification, Section 8-01.3(10)**.
- Securely knot each end of Wattle. Overlap adjacent Wattle ends 12" (in) behind one another and securely tie together.
- Compact excavated soil and trenches to prevent undercutting. Additional staking may be necessary to prevent undercutting.
- Install Wattle perpendicular to flow along contours.
- Wattles shall be inspected regularly, and immediately after a rainfall produces runoff, to ensure they remain thoroughly entrenched and in contact with the soil.
- Perform maintenance in accordance with **Standard Specification, Section 8-01.3(15)**.
- Refer to **Standard Specification, Section 8-01.3(16)** for removal.

WATTLE SPACING TABLE			
TEMPORARY		PERMANENT	
8" - 10" OR 10" - 12" DIAM.		10" - 12" DIAM.	
SLOPE	MAX. SPACING	SLOPE	MAX. SPACING
1H : 1V	5' - 0"	-	-
2H : 1V	10' - 0"	2H : 1V	5' - 0"
3H : 1V	15' - 0"	3H : 1V	10' - 0"
4H : 1V	20' - 0"	4H : 1V	15' - 0"

PLAN VIEW



WATTLE DETAIL

SECTION A

WATTLE INSTALLATION ON SLOPES

**WATTLE INSTALLATION ON SLOPE**

**STANDARD PLAN I-30.30-02**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Mark, Steve  
Jun 12, 2019 7:41 AM

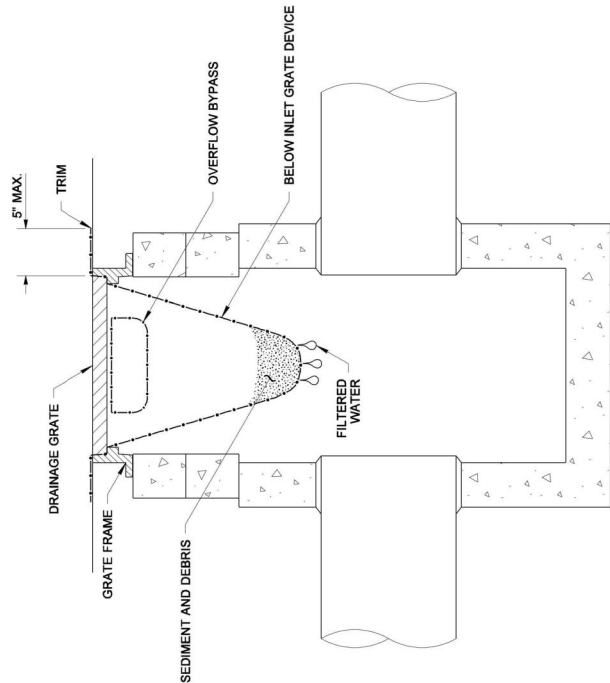
STATE DESIGN ENGINEER

Washington State Department of Transportation

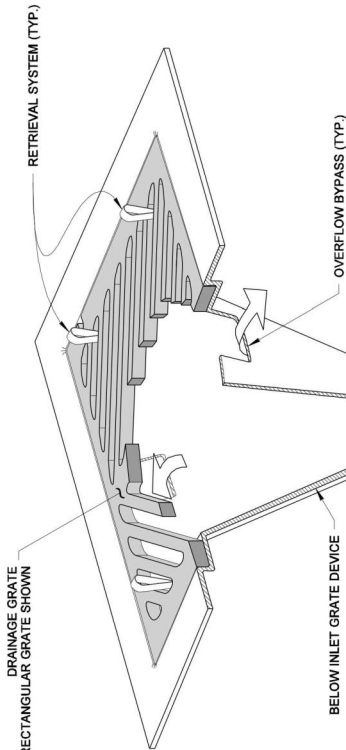
DRAWN BY: LISA CYFORD

#### NOTES

- Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
- The BIGD shall have a built-in high-flow relief system (overflow bypass).
- The retrieval system must allow removal of the BIGD without spilling the collected material.
- Perform maintenance in accordance with Standard Specification 8-01.3(15).



SECTION VIEW  
NOT TO SCALE



ISOMETRIC VIEW



STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
MARK W. MAURER  
CERTIFICATE NO. 000596

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. IT IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ENGINEER. A COPY MAY BE OBTAINED UPON REQUEST.

**STORM DRAIN  
INLET PROTECTION**  
**STANDARD PLAN I-40.20-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

09-20-07

STATE DESIGN ENGINEER

Washington State Department of Transportation

#### TEMPORARY WATER POLLUTION/ EROSION CONTROL NOTES:

- CONTRACTOR SHALL SUBMIT A TEMPORARY WATER POLLUTION/EROSION CONTROL PLAN (TESC PLAN) PER THE CONTRACT PROVISIONS. THE TESC PLANS SHALL INCLUDE TURBIDITY TEST, SEE THE SPECIFICATIONS.
- THE CONTRACTOR SHALL REPORT ALL SPILLS OR DISCHARGE OF POLLUTANTS WITHIN 24 HOURS TO THE CONTRACTING AGENCY.
- ALL LIMITS OF CLEARING AND AREAS OF VEGETATION PRESERVATION SHALL BE OBSERVED DURING CONSTRUCTION.
- ALL REQUIRED SEDIMENTATION/EROSION CONTROL FACILITIES SHALL BE IN OPERATION PRIOR TO LAND CLEARING AND/OR OTHER CONSTRUCTION ACTIVITIES TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER THE EXISTING DRAINAGE SYSTEM. ALL EROSION AND SEDIMENT FACILITIES SHALL BE MAINTAINED IN A SATISFACTORY CONDITION UNTIL SUCH TIME THAT CLEARING AND/OR CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED. THE IMPLEMENTATION, MAINTENANCE, REPLACEMENT AND ADDITIONS TO EROSION/SEDIMENTATION CONTROL SYSTEMS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE EROSION AND SEDIMENTATION CONTROL SYSTEMS DEPICTED ON THIS DRAWING ARE INTENDED TO BE MINIMUM REQUIREMENTS TO MEET ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND AS UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE CONTRACTOR SHOULD ANTICIPATE THAT MORE EROSION AND SEDIMENTATION CONTROL FACILITIES WILL BE NECESSARY TO ENSURE COMPLETE SILTATION CONTROL ON THE PROPOSED SITE. DURING THE COURSE OF CONSTRUCTION, IT SHALL BE THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY HIS ACTIVITIES AND TO PROVIDE ADDITIONAL FACILITIES, OVER AND ABOVE THE MINIMUM REQUIREMENTS, AS MAY BE NEEDED TO PROTECT ADJACENT PROPERTIES AND THE WATER QUALITY OF THE RECEIVING DRAINAGE SYSTEM.
- AT NO TIME SHALL MORE THAN SIX INCHES OF SEDIMENT BE ALLOWED TO ACCUMULATE WITHIN A CATCH BASIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND DISPOSING OF THE SEDIMENT. ALL STORM DRAINAGE STRUCTURES WITHIN THE PROJECT LIMITS SHALL BE CLEANED AFTER COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL REMOVE AND WASTEHAUL MATERIAL DROPPED, WASHED OR TRACKED FROM VEHICLES ONTO THE RIGHT-OF-WAY OR INTO THE EXISTING STORM DRAINAGE SYSTEM. DEBRIS SHALL NOT BE WASHED INTO THE STORM DRAINAGE SYSTEM.
- TEMPORARY EROSION CONTROL FACILITIES SHALL BE INSPECTED WEEKLY AND MAINTAINED WITHIN 24 HOURS FOLLOWING A STORM EVENT. SEDIMENT SHALL BE REMOVED TO INSURE THE FACILITIES WILL FUNCTION PROPERLY. THE FACILITIES SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR ON-SITE EROSION HAS PASSED.
- ALL STORM DRAIN INLETS MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT STORM WATER RUNOFF SHALL NOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
- NO DISTURBED SOIL SHALL REMAIN UNSTABILIZED FOR MORE THAN TWO CALENDAR DAYS.
- INSTALL STORM DRAIN INLET PROTECTION IN THE NEW DRAINAGE STRUCTURES AS THEY ARE CONSTRUCTED.

#### APPROVAL FOR CONSTRUCTION

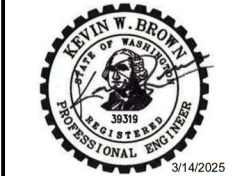
BY: TOWN OF YARROW POINT

DATE: MARCH 2025

APPROVAL EXPIRES: MARCH 2026

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TOWN OF  
**YARROW POINT**



TOWN OF  
**YARROW POINT**

**SALLY'S ALLEY  
PHASE 2**

No. DATE REVISION

ISSUED FOR: BID PLAN SET

ISSUE DATE: MAR 2025

APPROVED BY: KWB

CHECKED BY: CJB

DRAWN BY: MAN

G & O JOB NO.: 23445.02

FILE: STORM-DET.DWG

0 1" 2"

TWO INCHES AT FULL SCALE.  
IF NOT, SCALE ACCORDINGLY

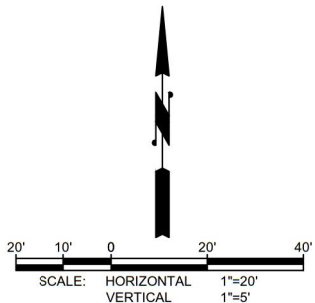
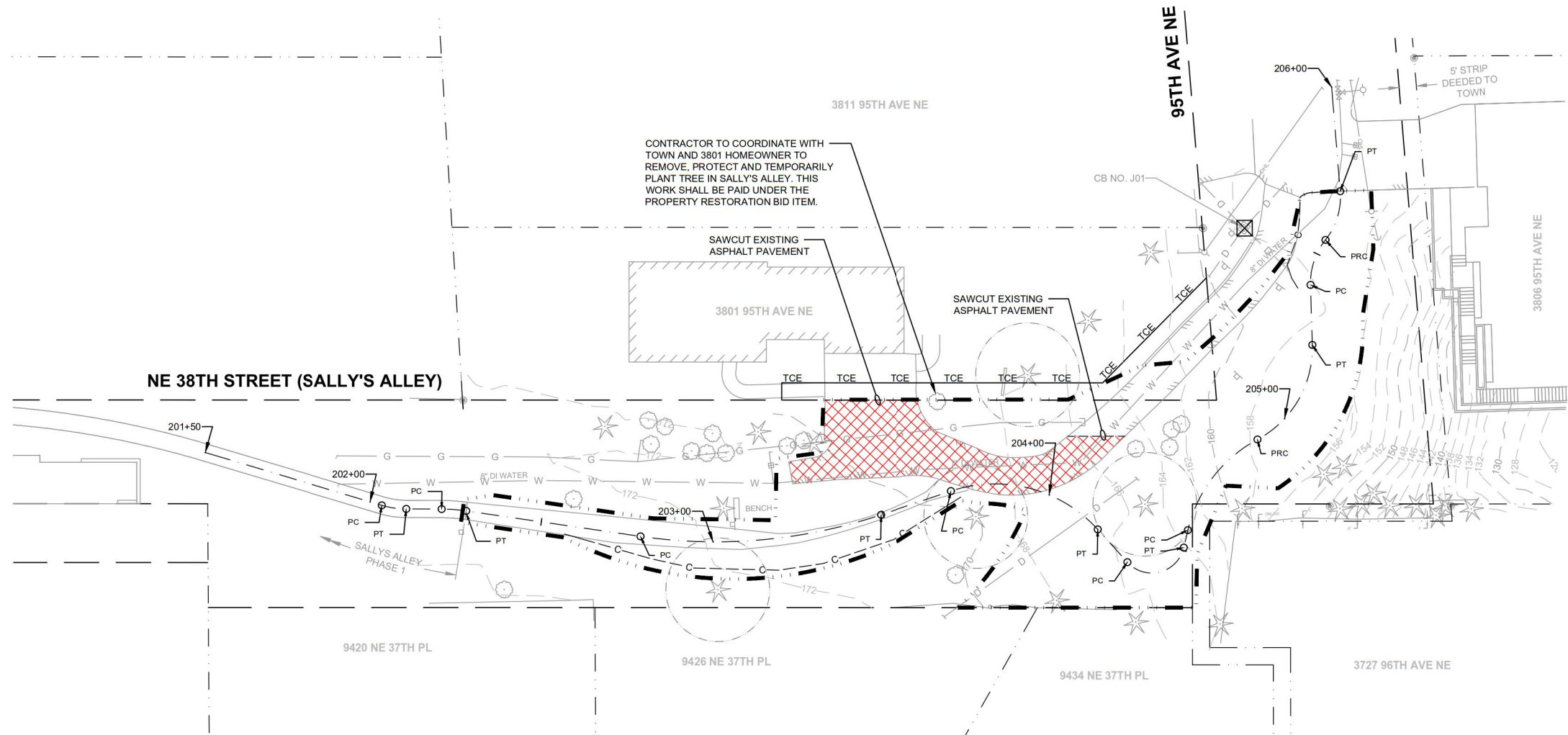
**CIVIL**

**TEMPORARY EROSION  
CONTROL DETAILS**

DRAWING: **4** OF: **7**



M:\yarrow point\23445.00 town wide storm and ugc\03 construction\plan revisions\23445.02 sallys alley phase 2\civil\storm P&P.dwg, 3/14/2025 10:05 AM, CHRIS BACON



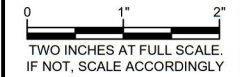
- ASPHALT TO BE REMOVED AND WASTEHAULED.
- STORM DRAIN INLET PROTECTION PER TEMPORARY WATER POLLUTION/EROSION CONTROL NOTES, SEE SHEET 4
- APPROX. TREE PROTECTION AREA (±15' RADIUS AROUND TREE). CONTRACTOR SHALL NOTIFY THE CONTRACTING AGENCY PRIOR TO CUTTING ANY ROOTS 2" DIAMETER OR GREATER.
- APPROX. CLEARING LIMITS

**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
3710 168TH STREET NORTHEAST,  
BUILDING B, SUITE 210  
ARLINGTON, WA 98223  
(360) 454-5490

**TOWN OF  
YARROW POINT**

**TOWN OF  
YARROW POINT**  
  
**SALLY'S ALLEY  
PHASE 2**

No.	DATE	REVISION
ISSUED FOR:		
BID PLAN SET		
ISSUE DATE: MAR 2025		
APPROVED BY: KWB		
CHECKED BY: CJB		
DRAWN BY: MAN		
G & O JOB NO.: 23445.02		
FILE: STORM P&P.DWG		



**CIVIL**

**TESC AND DEMO PLAN**

DRAWING: **5** OF: **7**

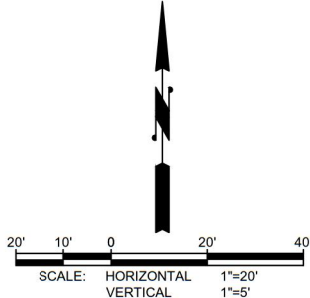
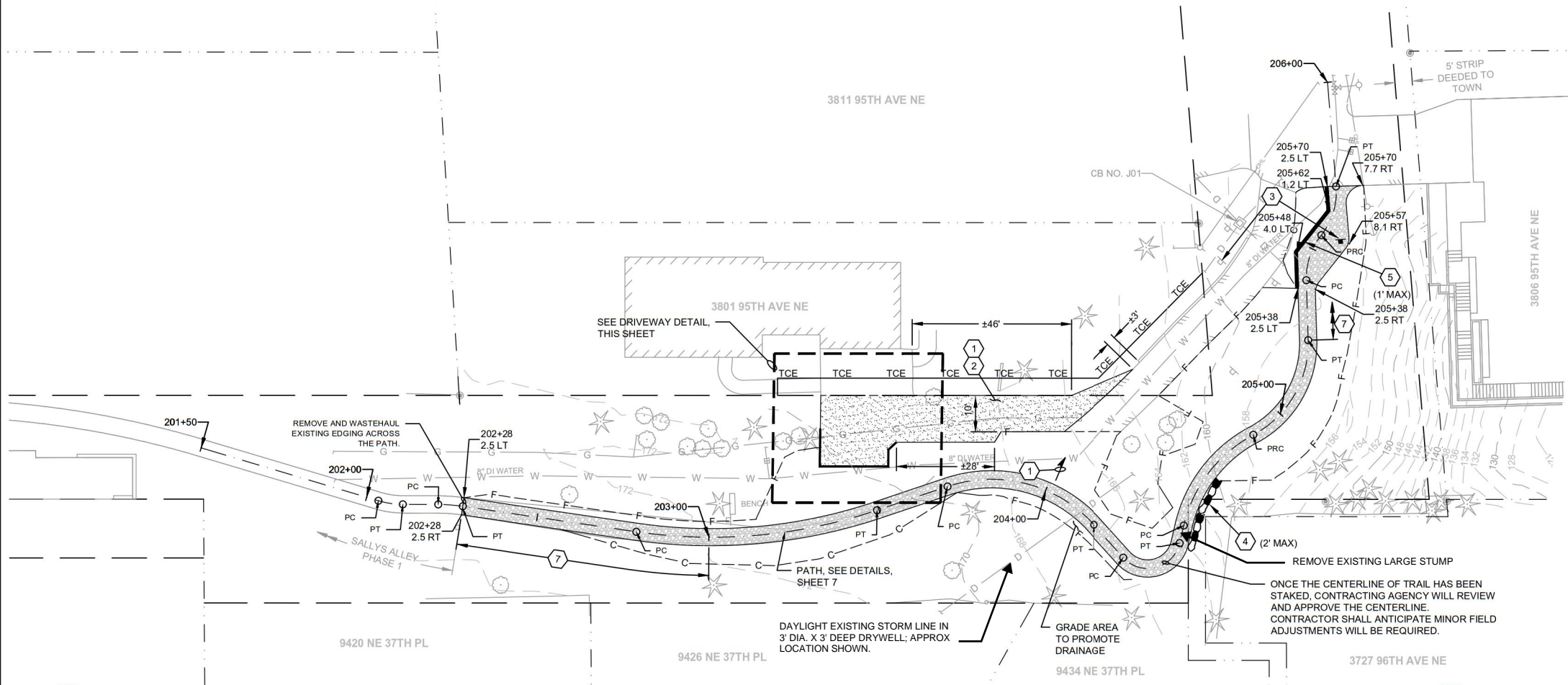
**BURIED UTILITIES IN AREA  
CALL BEFORE YOU DIG  
1-800-424-5555**  
EXISTING UTILITIES SHOWN ARE FROM THE  
BEST AVAILABLE INFORMATION AND NO  
GUARANTEE IS MADE AS TO THE EXACT SIZE,  
TYPE, LOCATION OR DEPTH

**RIGHT-OF-WAY DISCLAIMER**  
THE RIGHT-OF-WAY AND/OR  
PROPERTY LINES SHOWN HEREON  
ARE BASED ON AVAILABLE  
INFORMATION, NOT ON A SURVEYED  
LOCATION AND ARE ONLY  
APPROXIMATE

**APPROVAL FOR CONSTRUCTION**  
BY:   
TOWN OF YARROW POINT  
DATE: MARCH 2025  
APPROVAL EXPIRES: MARCH 2026



M:\yarrow point\23445.00 town wide storm and ugc\03 construction\plan revisions\23445.02 sallys alley phase 2\civil\storm P&P.dwg, 3/14/2025 10:05 AM, CHRIS BACON

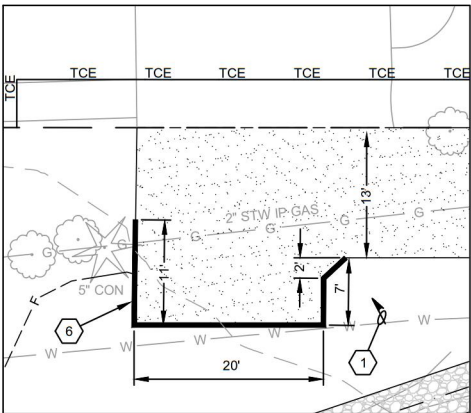
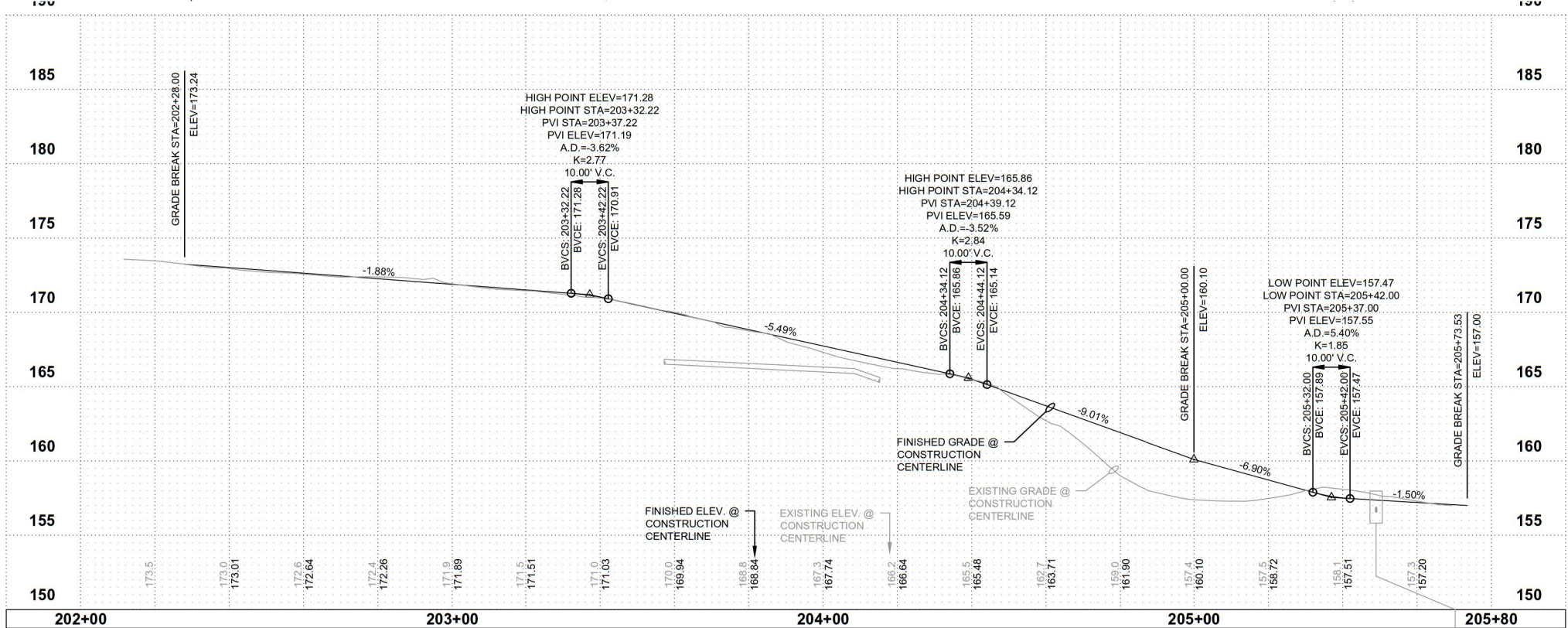


### GENERAL NOTES

- RESTORE ALL DISTURBED SURFACES WITH SEEDING, FERTILIZING AND MULCHING OVER 4" SUITABLE NATIVE MATERIAL OR TOPSOIL.
- CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS 3801 95TH AVE NE AND CONSTRUCTION VEHICLE ACCESS TO 3806 95TH AVENUE NE AT ALL TIMES.
- PROTECT ALL TREES EXCEPT AS NOTED. CONTRACTOR SHALL NOTIFY CONTRACTING AGENCY PRIOR TO CUTTING ROOTS GREATER THAN 2" IN DIAMETER.

### CONSTRUCTION NOTES

- MAINTAIN CONSTANT GRADE.
- CLEAR AND GURB TO A DEPTH OF 6". COMPACT SUBGRADE AND INSTALL 2" OF CSTC OVER 4" CSBC (COMPACTED DEPTHS).
- RELOCATE EXIST. SIGN. FURNISH AND INSTALL NEW POST, FOUNDATION AND HARDWARE IN-KIND. WASTEHAUL EXISTING POST AND FOUNDATION.
- INSTALL ROCKERY PER DETAIL, SHEET 7. (APPROX. HEIGHT NOTED)
- INSTALL STACKED TIMBERS PER DETAIL, SHEET 7. (APPROX. HEIGHT NOTED)
- INSTALL SINGLE TIMBER EDGING PER DETAIL, SHEET 7.
- TYPICAL PATH W/ STRIP LANDSCAPING EDGING.



### DRIVEWAY DETAIL

SCALE 1" = 10'

**BURIED UTILITIES IN AREA  
CALL BEFORE YOU DIG  
1-800-424-5555**

EXISTING UTILITIES SHOWN ARE FROM THE  
BEST AVAILABLE INFORMATION AND NO  
GUARANTEE IS MADE AS TO THE EXACT SIZE,  
TYPE, LOCATION OR DEPTH

### RIGHT-OF-WAY DISCLAIMER

THE RIGHT-OF-WAY AND/OR  
PROPERTY LINES SHOWN HEREON  
ARE BASED ON AVAILABLE  
INFORMATION, NOT ON A SURVEYED  
LOCATION AND ARE ONLY  
APPROXIMATE

### APPROVAL FOR CONSTRUCTION

BY: TOWN OF YARROW POINT

DATE: MARCH 2025

APPROVAL EXPIRES: MARCH 2026

**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
3710 168TH STREET NORTHEAST,  
BUILDING B, SUITE 210  
ARLINGTON, WA 98223  
(360) 454-5490

TOWN OF  
**YARROW POINT**



TOWN OF  
**YARROW POINT**

**SALLY'S ALLEY  
PHASE 2**

No.	DATE	REVISION
-----	------	----------

ISSUED FOR: BID PLAN SET

ISSUE DATE: MAR 2025

APPROVED BY: KWB

CHECKED BY: CJB

DRAWN BY: MAN

G & O JOB NO.: 23445.02

FILE: STORM P&P.DWG

0 1" 2"

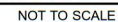
TWO INCHES AT FULL SCALE.  
IF NOT, SCALE ACCORDINGLY

CIVIL

TRAIL PLAN & PROFILE

DRAWING: 6 OF: 7





1. HEIGHT SHALL BE 4" (SINGLE TIMBER) EXCEPT AS NOTED ON THE PLAN.  
HEIGHT OF TIMBER EDGE WILL VARY BASED ON FIELD CONDITIONS.  
MAINTAIN 2" MIN. ABOVE FINISH GRADE AT BACK OF TIMBER EDGING.
2. WALLS 3' OR LESS TIMBERS HIGH SHALL BE STAKED AT LEAST EVERY 4' AND HIGHER WALLS SHALL BE STAKED AT LEAST EVERY 2'.
3. STAGGER VERTICAL JOINTS, MIN. 6" OVERLAP BETWEEN LEVELS.
4. ALL DEPTHS ARE COMPACTED DEPTHS.



**APPROVAL FOR CONSTRUCTION**  
*Handwritten Signature*  
 BY: TOWN OF YARROW POINT  
 DATE: MARCH 2025  
 APPROVAL EXPIRES: MARCH 2026





4030 - 95<sup>th</sup> Avenue NE  
Yarrow Point, WA 98004  
Ph:(425) 454-6994 Fax:(425) 454-7899

March 31, 2025

TO: TOWN COUNCIL

SUBJECT: REVIEW OF BIDS, SALLY'S ALLEY – PHASE 2 PROJECT  
TOWN OF YARROW POINT, KING COUNTY, WASHINGTON

On March 25, 2025, the Town of Yarrow Point received four responsive bids for the Sally's Alley – Phase 2 Project. The responsive bids from responsible bidders ranged from \$80,039.00 to \$125,000.00. The Engineer's Estimate was \$82,150.00. Each proposal was checked for correctness of extensions of the unit prices and the total project cost; no corrections were made.

The responsible bidders and their respective bid amounts, including sales tax where applicable, are as follows.

<b>Engineer's Estimate .....</b>	<b>\$ 82,150.00</b>
1. EKM General Contractors, LLC (Woodinville, Washington)...	\$ 80,039.00
2. Fury Site Works, Inc. (North Bend, Washington).....	\$ 91,410.00
3. Welwest Construction, Inc. (Monroe, Washington).....	\$ 92,630.00
4. Reaper Construction, Inc. (Arlington, Washington) .....	\$125,000.00

The lowest responsible bidder, EKM General Contractors, LLC. of Woodinville, Washington, is currently a Washington State registered and licensed Contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. The lowest bidder attended a pre-award meeting with Town staff on-site March 26<sup>th</sup>, 2025, and has not claimed bid error. In accordance with RCW 39.04, Town staff verified the lowest bidder meets the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached. We have also reviewed the Supplemental Bidder Criteria information submitted by EKM

General Contractors, LLC. and they appear to meet these requirements.

Fury Site Works, Inc. emailed a bid protest to the Town Engineer on March 26, 2025, to which the Town responded on March 28, 2025. Fury's bid protest was retracted by the company's Vice President, Mike Day on Monday March 31, 2025.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

EKM General Contractors, LLC.  
17270 Woodinville-Redmond Road Ste. 777  
Woodinville, Washington 98072


*Stacia Schroeder*

**Stacia Schroeder, P.E.**  
*Yarrow Point – Town Engineer*  
*Phone: (206) 276-8922*

## Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

<b>General Information</b>	
Owner/Project Name: Jason Duke / Sally's Alley - Phase 2	Project Number: 25-009
Bidder's Business Name: EKM General Contractors, LLC	Bid Submittal Deadline:
<b>Contractor Registration</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
License Number: EKMGEGC762NG	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline): 8/7/2024	Expiration Date: 8/7/2026
<b>Current UBI Number</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
UBI Number: 605591622	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
<b>Industrial Insurance Coverage/Worker Compensation</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Account Number: 243,887-01	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<b>Employment Security Department Number</b>	
Employment Security Department Number: 000-935779-00-5	
<ul style="list-style-type: none"> <li>• Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></li> <li>• And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> </ul>	
<b>State Excise Tax Registration Number</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Tax Registration Number: 605591622	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
<b>Certification of Compliance with Wage Payment Statutes Clause Signed</b>	
(See Proposal for Required Clause or Signed Certification Form) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>Not Disqualified from Bidding</b>	
<a href="https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx">https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx</a>	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
<b>Public Works Requirements Training</b>	
<a href="https://secure.lni.wa.gov/verify/">https://secure.lni.wa.gov/verify/</a>	
Contractor: Is Exempt from this Requirement <input type="checkbox"/> Has Completed Training <input checked="" type="checkbox"/> Has Not Completed Training <input type="checkbox"/>	
<b>Excluded Parties Listing System (Federal Funded Projects)</b>	
<a href="https://www.sam.gov/">https://www.sam.gov/</a>	
Does the Bidder have an Active Exclusion? N/A - 100% Local Funds Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>Checked by:</b>	
Name: Stacia Schroeder, PE Yarrow Point Town Engineer	Date: 03/26/2025

SALLY'S ALLEY - PHASE 2													
Advertised: 3/20/25													
	BIDDER			ENGINEER'S ESTIMATE		EKM GENERAL CONTRACTORS, LLC		FURY SITE WORKS, INC.		WELWEST CONSTRUCTION, INC		REAPER CONSTRUCTION, INC.	
	BIDDER ADDRESS					17270 Wdvl-Redmond Rd Ste. 777		P.O. Box 2118		PO BOX 1491		PO Box 339	
						Woodinville, WA 98072		North Bend, WA 98045		Monroe, WA 98272		Arlington, WA 98223	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					243,887-01		580,723-02		238,109,00		442,870-00	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					EKMGEGC762NG		FURYSSW894MQ		WELWECL884LM		REAPECI765MJ	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101	Minor Change (1-04.4(1))	1	EST	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
102	Mobilization, Cleanup, and Demobilization (1-09.7)	1	LS	\$10,000	\$10,000	\$8,300	\$8,300	\$12,000	\$12,000	\$10,000	\$10,000	\$15,000	\$15,000
103	Pedestrian Traffic Control (1-10.5(2))	1	LS	\$2,000	\$2,000	\$1,800	\$1,800	\$1,200	\$1,200	\$6,000	\$6,000	\$5,000	\$5,000
104	Clearing and Grubbing (2-01.5)	1	LS	\$10,000	\$10,000	\$5,900	\$5,900	\$15,000	\$15,000	\$8,000	\$8,000	\$7,500	\$7,500
105	Removal of Structures and Obstructions (2-02.5)	1	LS	\$5,000	\$5,000	\$3,500	\$3,500	\$2,500	\$2,500	\$5,000	\$5,000	\$5,000	\$5,000
106	Remove Asphalt Pavement (2-02.5)	160	SY	\$20	\$3,200	\$19	\$3,040	\$55	\$8,800	\$50	\$8,000	\$50	\$8,000
107	Excavation, Embankment and Grading, Incl. Haul (2-03.5)	50	CY	\$50	\$2,500	\$84	\$4,200	\$50	\$2,500	\$80	\$4,000	\$85	\$4,250
108	Gravel Borrow, Incl. Haul (2-03.5)	200	TN	\$50	\$10,000	\$60	\$12,000	\$42	\$8,400	\$50	\$10,000	\$75	\$15,000
109	Locate Existing Utilities (2-09.5)	1	LS	\$2,000	\$2,000	\$3,500	\$3,500	\$200	\$200	\$2,000	\$2,000	\$1,500	\$1,500
109	Crushed Surfacing Top Course (4-04.5)	30	TN	\$65	\$1,950	\$82	\$2,460	\$80	\$2,400	\$105	\$3,150	\$100	\$3,000
110	Crushed Surfacing Base Course (4-04.5)	60	TN	\$65	\$3,900	\$82	\$4,920	\$64	\$3,840	\$105	\$6,300	\$100	\$6,000
111	1/4 Inch Minus (4-04.5)	20	TN	\$200	\$4,000	\$88	\$1,760	\$200	\$4,000	\$200	\$4,000	\$100	\$2,000
112	Erosion Control and Water Pollution Prevention (8-01.5)	1	LS	\$2,000	\$2,000	\$3,000	\$3,000	\$800	\$800	\$500	\$500	\$2,500	\$2,500
113	Seeding, Fertilizing and Mulching (8-02.5)	450	SY	\$10	\$4,500	\$8	\$3,600	\$5	\$2,250	\$4	\$1,800	\$10	\$4,500
114	Topsoil, Type A (8-02.5)	50	CY	\$80	\$4,000	\$65	\$3,250	\$80	\$4,000	\$80	\$4,000	\$90	\$4,500
115	Property Restoration (8-02.5)	1	EST	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
116	Quarry Spalls (8-15.5)	5	TN	\$80	\$400	\$94	\$470	\$40	\$200	\$400	\$2,000	\$250	\$1,250
117	Permanent Signing (8-21.5)	1	LS	\$1,000	\$1,000	\$589	\$589	\$1,000	\$1,000	\$500	\$500	\$1,750	\$1,750
118	Landscape Edging - Strip (8-24.5)	260	LF	\$10	\$2,600	\$13	\$3,380	\$33	\$8,580	\$18	\$4,680	\$50	\$13,000
119	Landscape Edging - Single Timber (8-24.5)	40	LF	\$40	\$1,600	\$39	\$1,560	\$60	\$2,400	\$20	\$800	\$125	\$5,000
120	Landscape Edging - Stacked Timbers (8-24.5)	40	SF	\$50	\$2,000	\$79	\$3,160	\$70	\$2,800	\$90	\$3,600	\$250	\$10,000
121	Rock Wall (w/ Existing Rocks) (8.24-5)	60	SF	\$50	\$3,000	\$51	\$3,060	\$34	\$2,040	\$30	\$1,800	\$50	\$3,000
122	Additional Rock Wall (8-24.5)	5	SF	\$100	\$500	\$118	\$590	\$100	\$500	\$100	\$500	\$250	\$1,250
	Subtotal, Additive Item				\$82,150.00		\$80,039.00		\$91,410.00		\$92,630.00		\$125,000.00
	Sales Tax @ 0%				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	TOTAL CONSTRUCTION COST				\$82,150.00		\$80,039.00		\$91,410.00		\$92,630.00		\$125,000.00
Sealed bids were opened at the Town of Yarrow Point, 4030 95th Avenue NE, Yarrow Point, Washington 98004 on Tuesday, March 25, 2025, at 2:00 p.m. (local time).													
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.													
<div><div></div><div>STACIA SCHROEDER, P.E.</div></div> <div>DENOTES MATHEMATICAL OR ROUNDING ERROR</div>													

# Contractors

## EKM GENERAL CONTRACTORS LLC

### Owner or tradesperson

#### Principals

MORELLO, MATTHEW  
AARON, PARTNER/MEMBER

DUKE, JASON  
MICHAEL, PARTNER/MEMBER  
MOUGINE, MARSHALL  
STEVEN, PARTNER/MEMBER

17270 WOODINVILLE REDMOND ROAD  
STE 777  
WOODINVILLE, WA 98072  
425-283-6653  
KING County

Doing business as

**EKM GENERAL CONTRACTORS LLC**

WA UBI No.

**605 591 622**

Business type

**Limited Liability Company**

Governing persons

**JASON  
M**

**DUKE**

MATT AARON MORELLO;  
MARSHALL STEVEN MOUGINE;

## Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

### Construction Contractor

#### Active

**Meets current requirements.**

License specialties

**GENERAL**

License no.

**EKMGEGC762NG**

Effective — expiration

**08/07/2024— 08/07/2026**

L&I Contractor Registration:

**1-800-647-0982 - Email: ContReg@Lni.wa.gov**

### Bond

**Nationwide Mutual Ins Co**

\$30,000.00

Bond account no.

**7901196822**

Received by L&I

**08/07/2024**

Effective date

**08/02/2024**

Expiration date

**Until Canceled**

### Insurance

**Clear Blue Specialty INS**

\$1,000,000.00

Policy no.

**CK01WAC00062900**

Received by L&I

**08/07/2024**

Effective date

**08/02/2024**

Expiration date

**08/02/2025**

### Savings

**No savings accounts during the previous 6 year period.**

**Lawsuits against the bond or savings**

No lawsuits against the bond or savings accounts during the previous 6 year period.

**L&I Tax debts**

No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.

**License Violations**

No license violations during the previous 6 year period.

## Certifications & Endorsements

**OMWBE Certifications**

No active certifications exist for this business.

**Apprentice Training Agent**

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

## Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID

**Account is current.**

**243,887-01**

Doing business as

**EKM GENERAL CONTRACTORS LLC**

Estimated workers reported

**Quarter 4 of Year 2024 "0" Workers**

L&I account contact

**T0 / DAVID PRYOR (360) 902-5617 - Email: PRYD235@lni.wa.gov**

## Public Works Requirements

Verify the contractor is eligible to perform work on public works projects.

**Required Training— Effective July 1, 2019**

Completed the training on 8/21/2024

**Contractor Strikes**

No strikes have been issued against this contractor.

**Contractors not allowed to bid**

No debarments have been issued against this contractor.

## Workplace Safety & Health

Check for any past safety and health violations found on jobsites this business was responsible for.

No inspections during the previous 6 year period.



< Business Lookup

## Tax Information

[New search](#) [Back to results](#)

**Entity name:** EKM GENERAL CONTRACTORS, LLC

**Entity type:** Limited Liability Company

**Excise tax account ID #:** 605-591-622

**UBI #:** 605-591-622

**Opened:** August 7, 2024

**Closed:**

**Mailing address:** 17270 WOODINVILLE REDMOND RD NE  
STE 777  
WOODINVILLE WA 98072-9054

**NAICS:** 236115 - New Single-Family Housing Construction (except For-Sale Builders)

## Reseller Permit(s)

Reseller permit #	Status	Effective date	Expiration date
A61287426	Active	Oct-10-2024	Oct-09-2026

## Business License Locations



---

**Business name****License account ID #****Location address**

---

EKM GENERAL CONTRA 605591622-001-0001

17270 WOODINVILLE REDMOND

---

The Business Lookup information is updated  
nightly. Search date and time: 3/26/2025 7:48:27  
AM

### Contact us

How are we doing?

**Take our survey!**

Don't see what you expected?

**Check if your browser is supported**





## Business Registration Information

Account Activity Status: Active

Date Registered:

Date Renewal:

Account Expiration Date: 09/11/2025

## Roster & Business Type

Roster Type(s): Small Works

Business Type: Limited Liability Company

Number Of Employees: 1 - 30

## Business Information

Business Name: EKM General Contractors, LLC

UBI #: 605591622

Parent Company/Legal Business Name:

Website URL:

Name: Matt Morello

Address: 17270 WOODINVILLE REDMOND ROAD STE 777 Woodinville, WA 98072

Phone: 425-949-9746

Email: estimating@ekmgc.com

## Licenses

Contractor's License: EKMGE GC762NG

Not required to have a Contractors License: No

Debarments have been issued: No

Strikes have been issued: No

Workers' Comp status inactive: No

L&I Contractor Training incomplete: No

## Certifications

**MBE** - Minority Business Enterprise: None listed

**MWBE** - Minority Women's Business Enterprise: None listed

**WBE** - Women's Business Enterprise: None listed

**CBE** - Combination Business Enterprise: None listed

**SEDBE** - Socially and Economically Disadvantaged Business Enterprise (outside the small works statute): None listed

**PWSBE** - Public Works Small Business Enterprise: None listed

**VOB** - Veteran Owned Business: None listed

## Upload a Capability Statement

## Selected Services

### Small Works

#### Civil

##### Demolition and Deconstruction

- Building and Structures Demolition/Removal
- General

##### Drilling

- Drilled Shafts
- General

##### Earthwork

- Excavation
- Excavation below 4ft
- General
- Grading
- Slope stabilization

### **Electrical**

- Systems and equipment

### **Foundations**

- General

### **Infrastructure**

- Power Production
- SCADA

### **Irrigation, non park**

- General

### **Marine Construction**

- Dredging
- General
- Piers, Docks, and Overwater Structures.
- Pile Driving
- Seawall, break wall, etc.

### **Pipes and Underground Utility Infrastructure**

- Cured-in-place pipe
- General
- Manhole and Surface Cover Repair
- Pipe Repair
- Pumps and Valves
- Sewer
- Sewer, combined
- Sewer, side
- Spot Repair
- Water

### **Power and Energy Infrastructure**

- EV Charging Stations
- Power Distribution
- Power Distribution, poles
- Power Production

### **Prefab, Pole Barns, Portables**

- General

### **Public Art**

- General

### **Railroad**

- General

### **Septic Systems**

- General

### **Stormwater**

- Control
- Culverts
- Detention/Retention
- Flood Management
- General
- Ground Water
- Management
- Treatment

### **Stream Restoration**

- General

### **Telecommunications and IT**

- Fiber Optics
- General

### **Walls**

- Retaining Walls, reinforced
- Rock walls
- Walls, not reinforced

## **Facilities**

### **Bricks and Stone**

- Siding

### **Carpentry**

- Casework
- Finish, flooring
- Finish, general
- Finish, millwork
- Framing, general
- General

### **Concrete**

- General
- Polishing and Staining

### **Electrical**

- Access Controls
- Building Controls
- Energy Performance
- General
- Lighting, Exterior
- Lighting, Interior
- Low voltage

### **Elevator**

- General

### **Exterior Improvements**

- Chimney
- Doors
- Energy Performance
- Fall Protection
- General
- Glazing
- Painting
- Siding and Facades
- Windows and Glazing

### **Fire Life Safety**

- General

### **Flood Resistance**

- General

### **HVAC**

- General

### **Interior Improvements**

- Convention, arena, sports facilities, schools
- Flooring
- Furniture, Fit and Finish
- General
- Heating
- Hospitals, specialty
- Masonry
- Other
- Painting
- Rehab, Restoration, Repair
- Tiling

### **New Construction**

- General

### **Parking Lots and Paving**

- General

### **Plumbing**

- Boilers
- Gas Line
- General
- Refrigeration

### **Power Production**

- Generator

### **Residential**

- General

### **Roofing**

- Commercial
- Residential

**Telecommunications and IT**

- A/V
- General
- Radio Communication Systems

**Ventilation Systems**

- General
- Specialty Air Cleaning

**Parks****Ballfields**

- General
- Netting

**Bike Racks and Bike Housing**

- General

**Drainage and Irrigation**

- General

**Fencing**

- Commercial, over six feet/specialty
- General

**General Landscape Improvements**

- General

**Golf Courses**

- General

**Kiosks and Interpretive Signage**

- General

**Lighting**

- General
- Outdoor, field
- Outdoor, safety

**New Construction**

- Landscaping
- Park Features
- Playgrounds, play structures, and site furnishings

**Park Facilities**

- General

**Parks, Grounds and Landscaping**

- General

**Playground and Site Furnishing Renovation**

- General

**Pools**

- General

**Skate Parks**

- Specialty

**Sport Courts**

- Specialty

### **Spray Parks**

- General

### **Temporary Facilities**

- encampments, covid testing, etc.

### **Trails and Walking Paths**

- General
- Trails construction and/or rehab

### **Turf**

- Artificial or Synthetic
- Natural, sport regulation

## **Roads**

### **ADA Improvements**

- General

### **Asphalt**

- General

### **Bridges**

- General

### **Channelization**

- General
- Striping

### **Concrete and Masonry**

- Cutting
- Decorative Concrete
- Flatwork
- General
- Repair

### **Curbs, Gutters, Sidewalks, Driveways**

- Curb Ramps
- Curbs and Gutters
- Driveways
- General
- Sidewalks

### **Pedestrian Improvements**

- General

### **Roads**

- General
- Paving

### **Safe Routes to School**

- General

### **Safety and Protection**

- General

### **Sealing and Coating**

- General

## **Signalization**

- General

## **Streetscapes**

- General



# Park Commission – Sally’s Alley Completion Estimate

4/11/2025

## Updates in Sally’s Alley project - 4/2025 .

Continued to refine and reduce scope

Prepared Bid packages and received 4 bids.

Need to add gravel to bid for the west driveway

15% contingency

We are continuing to perform due diligence on the lowest bidder (new supplier)

Path is \$25k (Driveway is \$55k) in cost, if completed within total project scope

- Project to be completed in 3 weeks after start. (late penalties included in contract)
- Town will continue to use available materials from on-going projects (tree removal and mulching)
- Plants and rocks continued to be harvested from other properties (Loder property)
- Trees, rocks and logs to be used at edge of slope to the East of the entrance as barrier between path and slope

- We were able to have the complete project bid for lowest cost.

- Bids received:
  - \$80,039 – Lowest Bid
  - \$91,410
  - \$92,630
  - \$125,000

- New total estimate is \$121k.

		Total Project Cost	\$	80,039
		West Gravel	\$	5,000
		Transplant Rhody	\$	2,000
		6% Project Management	\$	5,222
		15 % Revised Design/Bid/PM Inspection	\$	13,056
		15% Contingency	\$	15,798
		<b>Total</b>		<b>\$ 121,114.8</b>

Park Commission recommends moving forward with Sally’s Alley project to completion

# Business of The Town Council

## Town of Yarrow Point, WA

8.3  
April 8, 2025

<b>2025 Stormwater Annual Clean &amp; Camera Bid Results &amp; Proposal</b>	<b>Proposed Council Action:</b> For Approval
---	---

<b>Presented by:</b>	Town Engineer – Stacia Schroeder, PE
<b>Exhibits:</b>	Stormwater Annual C&C Map Low Bidder Proposal (Pro-Vac)

### **Summary:**

Town staff solicited bids from three qualified contractors currently listed on the Municipal Research Services Center (MRSC) Roster for the following stormwater clean and camera work:

- 4649 – 4700 92<sup>nd</sup> Ave NE (connecting 94<sup>th</sup> to 47<sup>th</sup>)
- 94<sup>th</sup> Ave NE
- NE 33<sup>rd</sup> Street
- NE 34<sup>th</sup> Street
- NE 38<sup>th</sup> Street
- NE 40<sup>th</sup> Street
- NE 47<sup>th</sup> Street

The surveyed length is approximately 5,000 linear feet of 8” – 18” pipeline; mostly solid wall concrete.

The Town received 2 bids which were similar in cost. The lowest responsible bidder (Pro-Vac) is a qualified contractor and has done work for the Town in the past. Their proposal includes estimates for travel time, overtime, traffic control, dumping fees, water, etc.

### **Recommended Action:**

Approve the lowest responsible bidder proposal for Pro-Vac, Inc. not to exceed \$33,000.00.





# Storm Camera + Clean Schedule

2018 /	2023
2019 /	2025
2020 /	2025
2021 /	2026
2022 /	2027

LAKE WASHINGTON

COZY COVE

LAKE WASHINGTON

YARROW BAY

KIRKLAND

CLYDE HILL

HUNTS POINT

Wetherill Nature Preserve

NE 38TH ST

NE 34TH ST

NE 33RD ST

NE 40TH ST

94TH AVE NE

92ND AVE NE

NE 47TH ST

## Zoning Map

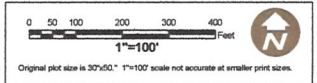
This map was produced by the Town of Yarrow Point geographic information system. It does not represent survey accurate information. No warranties of any sort, including accuracy, fitness, or merchantability accompany this product.

### 2004 Comprehensive Plan Designation

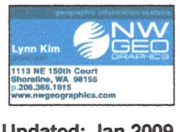
- Single Family Residential, R12 (12,000 Sq Ft Min Lot Size)
- Single Family Residential, R15 (15,000 Sq Ft Min Lot Size)
- Public Uses

- Mail Pagodas
- Town Boundary
- Private Roads

(HOLLY LN) Historical Street Names



**Yarrow Point**  
WWW.CI.YARROW-POINT.WA.US  
182



Updated: Jan 2009

Date of plot: 1/21/2009





2412 Inter Ave | Puyallup, WA 98372  
 (888) 565-5665 | Fax: (253) 435-5788 | www.pro-vac.com

3/6/2025

Town Of Yarrow Point WA

**Proposal for cleaning and jetting per Map**

**SCOPE OF WORK:**

- 1 vac truck and laborer 12 hours a day for 3 days
- 1 cctv crew 12 hours a day for 3 days
- DUMP OFF Site
- 5 loads @ \$600 per load
- Thumb Drive \$30 per set
- Processing PW Paperwork \$500 per project
- 10% surcharge on all labor
- Dump per Washington state regs
- PRICE MIGHT INCREASE DUE TO UNFORSEEN CONDITIONS
- **THIS IS JUST A ESTAMATE NOT A TOTAL**
- ALL RATES ARE BILLED AS T&M PORT TO PORT

Yarrow Point				
Category	Rate	Quantity		
ET op/lab reg (3 days @ 8 hr/day)	\$330.00	24	\$ 7,920.00	
ET op/lab OT (3 days @ 4 hr/day)	\$365.00	12	\$ 4,380.00	
CCTV reg (3 days @ 8 hr/day)	\$305.00	24	\$ 7,320.00	Labor Charges
CCTV OT (3 days @ 4 hr/day)	\$345.00	12	\$ 4,140.00	
Disposal	\$600.00	5	\$ 3,000.00	Surcharge on labor
PW paperwork	\$500.00	1	\$ 500.00	
Surcharge on Labor	\$ 0.10	23760	\$ 2,376.00	
			\$29,636.00	subtotal
			\$ 3,022.87	10.2 WSST
			\$32,658.87	Total

Estimate verified by  
 SKS 3/14/25.

**Estimated Total \$29,636 Plus any related taxes and surcharges**

Please note that the above estimate does not include sales tax, tax on materials, or permits.

We propose to furnish all materials and labor to perform work upon designated areas. Pro-Vac Clean Service will notify the customer of any problems or change of conditions. Disposal of waste will be in accordance with all state regulations, and any additional work found during the course of cleaning and inspection, will be forwarded upon another proposal.

**Other services we provide:**

- Parking lot/street sweeping
- Storm drain main line cleaning/jetting
- Catch basin cleaning & repair
- Pipe inspection camera / grouting & repairs
- Emergency spill response
- Tank cleaning / confined space entry

If you have any questions or need additional information, please don't hesitate to call me at (253) 435-4328.



2412 Inter Ave | Puyallup, WA 98372  
(888) 565-5665 | Fax: (253) 435-5788 | [www.pro-vac.com](http://www.pro-vac.com)

Sincerely,

**Les Wintermute**

Pro-Vac

(206) 730-3110 | [les.wintermute@pro-vac.com](mailto:les.wintermute@pro-vac.com)

Customer agrees to pay all the costs and fees charged for the services rendered as stated on this proposal. The terms are Net 30 days, 1.5% on unpaid balance monthly. If collection services are required, solely in the opinion of Pro-Vac, to collect the debt, I agree to pay reasonable costs for collection including attorney fees and costs and any collection agency fees. If legal action is required the parties agree that the venue of the action will be Pierce County Superior Court, State of Washington. It is further agreed that any accounts past due will be assessed at late fees of 1.5% per month, cumulative.

---

Customer Signature

---

Print Name

---

Date

---

Pro-Vac Signature

---

Print Name

---

Date

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

8.4  
April 8, 2025

<b>9023 NE 34<sup>th</sup> Street – Stormwater Maintenance Required</b>	<b>Proposed Council Action:</b> For Approval
<b>Presented by:</b>	Town Engineer – Stacia Schroeder
<b>Exhibits:</b>	240314_TYP_9023 NE 34 <sup>th</sup> Bid Invitation Email 250331_TYP_NE 34th St Pipe Repair_ICC

### **Summary:**

In late December 2024 Town staff was alerted by a resident that a portion of the public stormwater line near 9023 NE 34<sup>th</sup> Street required maintenance. Upon further inspection, staff found video evidence that the stormwater line was indeed broken just upstream of the public catch basin directly in front of the driveway entrance for 9023 NE 34<sup>th</sup> Street. The break is causing the stormwater grate to settle over time.

Staff created a scope of work for the project and bid the work to five qualified contractors listed on the MRSC Small Works Roster. We received one bid for this work from Iron Creek Construction (\$19,485.00).

### **Recommended Action:**

For approval.

---

**Re: 9023 NE 34th Street - Stormwater Repair Project**

---

**From** Stacia Schroeder <sschroeder@yarrowpointwa.gov>

**Date** Thu 3/27/2025 8:33 AM

**To** Austen Wilcox <depclerk@yarrowpointwa.gov>

**Bcc** 'Emma Stewart' <emma@fursiteworks.com>; 'Mike Day' <mike@fursiteworks.com>; office@HLCivil.com <office@HLCivil.com>; Nathan Dodson <nathan@ironcreekconstruction.com>; paul@ironcreekconstruction.com <paul@ironcreekconstruction.com>; MIKE@KAR-VEL.COM <MIKE@KAR-VEL.COM>; janice@laserug.com <janice@laserug.com>

### **Potential Contractor**

This is a reminder for the original bid invitation emailed on 3/14/25.  
Bids are due in 4 days on March 31, 2025 @ 5pm.

Thank you.

**Stacia Schroeder, PE**

*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

*Email: sschroeder@yarrowpointwa.gov*

---

**From:** Stacia Schroeder

**Sent:** Friday, March 14, 2025 1:22 PM

**To:** Austen Wilcox <depclerk@yarrowpointwa.gov>

**Subject:** 9023 NE 34th Street - Stormwater Repair Project

### **Potential Contractor**

The Town of Yarrow Point is repairing 2 broken sections of its mainline stormwater drainage system near 9023 NE 34<sup>th</sup> Street. In total, roughly 25LF of 12-inch diameter concrete pipe will be replaced in kind with 12-inch diameter PVC pipe. Additionally, CB #3's frame and grate (Type 1) will need to be raised and the asphalt area around it, restored. Pipe connections require ROMAC couplings and a sand collar is required at the CB connection. All roadway excavation is to be hauled away and replaced with 5/8" minus compacted to 95%. Both repairs are within the asphalt roadway ~3-5 feet below the finished grade surface and pavement restoration shall be per the Town of Yarrow Point Pavement Repair Standards.

The latest WSDOT Standard Specifications for Road, Bridge, and Municipal Construction will be utilized.

**WORKING DAYS ALLOWED:** 10 working days

**DEADLINE:** If the low bid is accepted by the Town Council at their April 9th meeting, staff would expect work could start as soon as April 21, 2025. The project must be completed no later than



Thursday, August 30th, 2025.

**TRAFFIC CONTROL:** The contractor shall provide general signage both east and west of the project including the appropriate cones and traffic control for a one-lane road closure. Parking in the right-of-way is very limited and vehicles who do not follow Yarrow Point traffic control requirements may be ticketed.

**QUALITY CONTROL:** Contractor shall work with the Town Engineer to verify the final project is acceptable to the Town.

**PERMIT:** The Town of Yarrow Point will obtain all permits associated with this project. The low bidder however, shall provide the applicable information to town staff to fulfill the contractor registration and insurance requirements.

**PROPOSAL ESTIMATE:** Include a lump sum, not to exceed amount to complete all the work.

**TAX:** As an improvement to the road system in Yarrow Point, this project is tax exempt under WAC 458-20-171: Building, repairing or improving streets, roads, etc., which are owned by a municipal corporation or political subdivision of the state or by the United States and which are used primarily for foot or vehicular traffic.

**PROPOSAL DUE DATE:** If interested, please submit a proposal which includes the full cost of the project to [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov) no later than 5:00pm Monday, March 31st, 2025.

**Stacia Schroeder, PE**

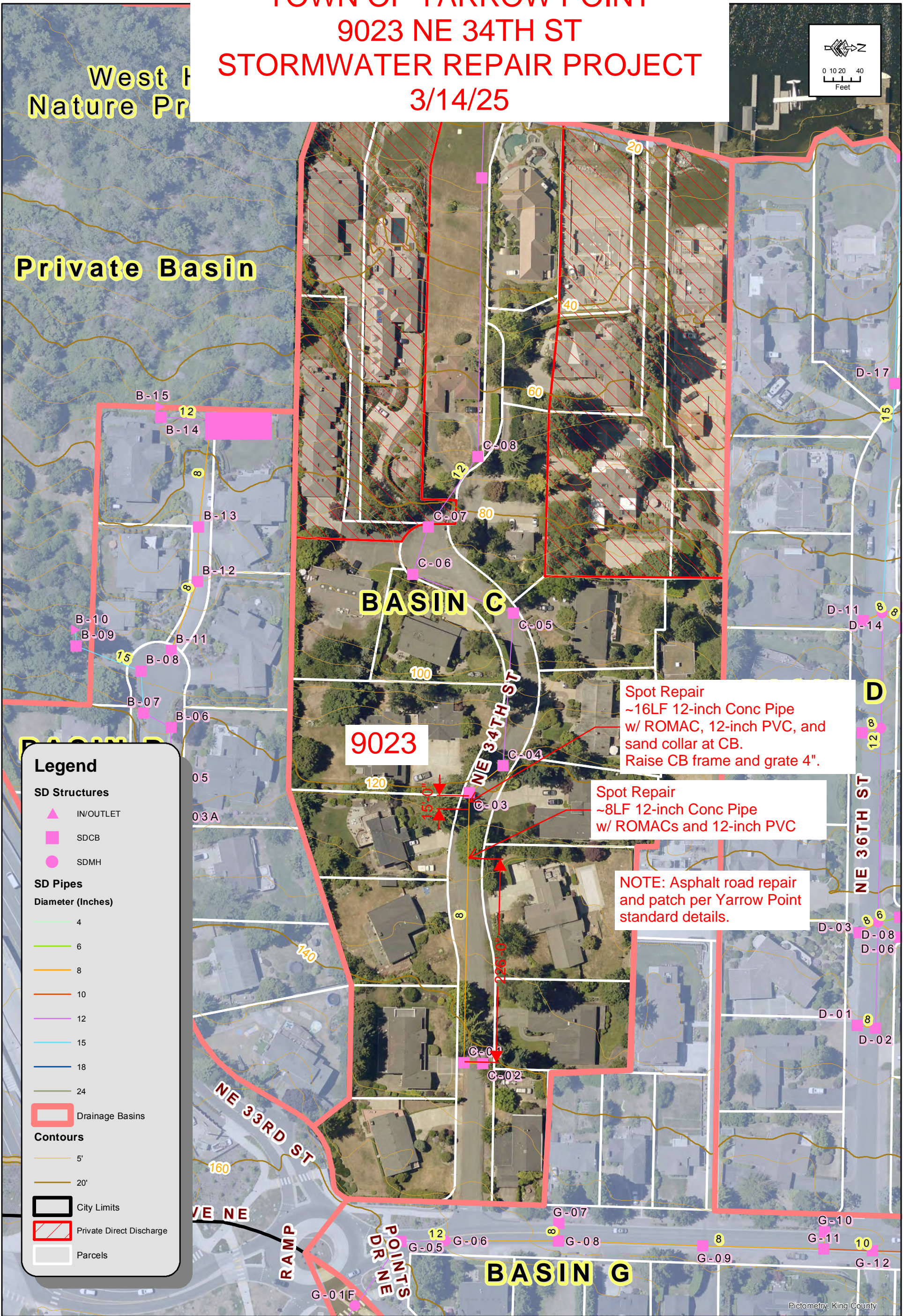
*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

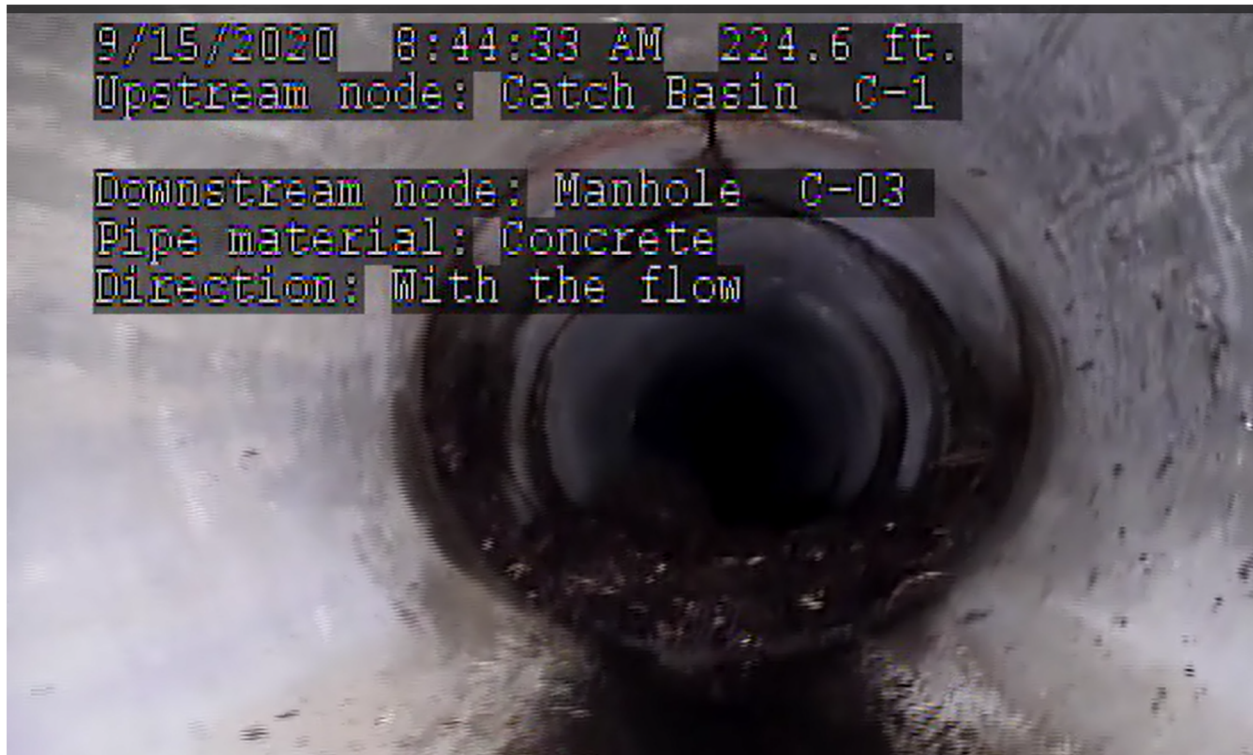
*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*



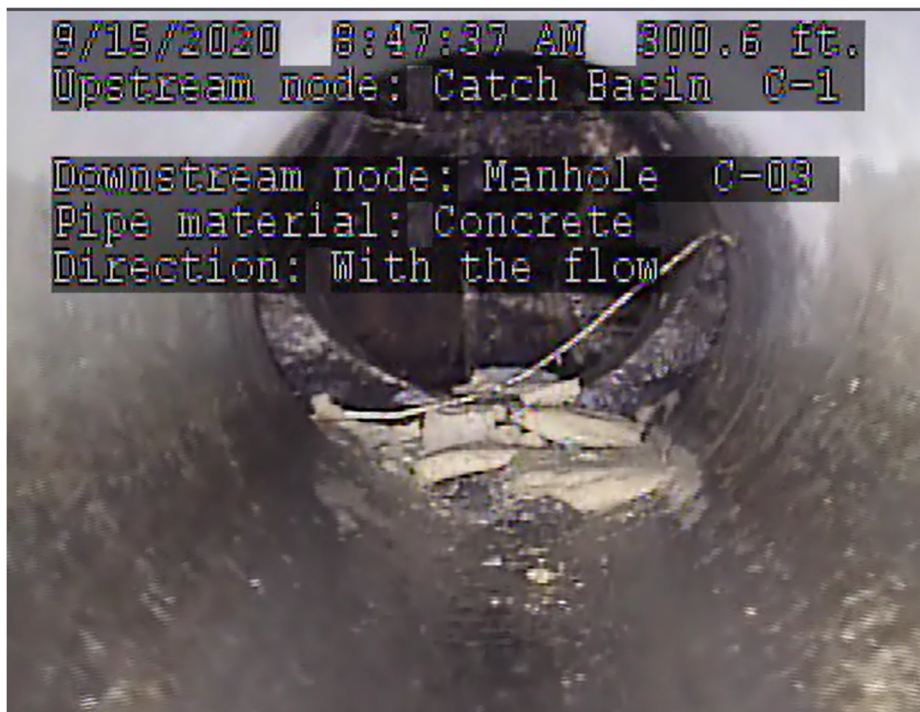
TOWN OF YARROW POINT  
9023 NE 34TH ST  
STORMWATER REPAIR PROJECT  
3/14/25







226 feet downstream of CB 1 (77 feet upstream of CB 3) – repair broken 12-inch diameter concrete pipe



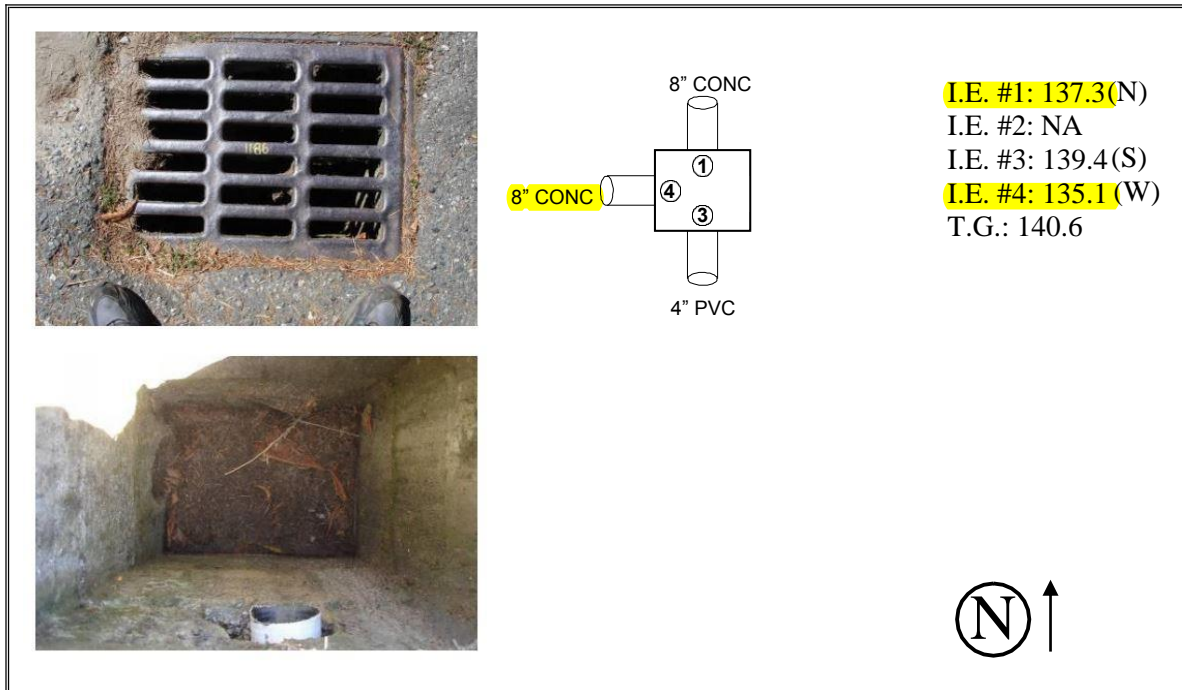
Keep CB #3 but replace 12-inch diameter concrete pipe from CB to 15 feet upstream

## YARROW POINT DRAINAGE SYSTEM

DATE: 2/26/19 2:22 PM  
OBSERVER: Chapman, Lincoln

BASIN: C  
STRUCTURE NO. C-1  
1186

### SKETCH STRUCTURE & PIPES



### STRUCTURE TYPE (Circle)

A. Inlet/Outlet

B. Rectangular 18"X24"

Grate X

Solid \_\_\_\_\_

C. Round 48" Dia.

Grate \_\_\_\_\_

Solid \_\_\_\_\_

D. Other – Describe: Public.

### STRUCTURE CONDITION (Circle)

A. Acceptable No problems

B. Questionable – Observed Irregularities (frame and grate offset, full sump, leaks, loose brick, broken pipe, roots, etc.)

Comments: APPROXIMATE AGE 40-50 years; Area platted 1960-1970.



# YARROW POINT DRAINAGE SYSTEM

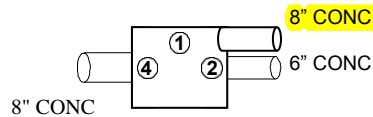
**DATE: 2/26/19 2:30 PM**

**OBSERVER:** Chapman, Lincoln

**BASIN:**           C          

**STRUCTURE NO. C-3**  
**1188**

## SKETCH STRUCTURE & PIPES



I.E. #1: 117.0 (N)  
I.E. #2: 118.5 (E)  
I.E. #3: NA  
I.E. #4: 117.0 (W)  
T.G.: 120.6



STRUCTURE TYPE (Circle)

- ### A. Inlet/Outlet

B. Rectangular	18"X24"
----------------	---------

Grate X

Solid\_\_\_\_\_

- C. Round 48" Dia.

Grate\_\_\_\_\_

Solid\_\_\_\_\_

- D. Other – Describe: Public.

STRUCTURE CONDITION (Circle)

- A. Acceptable – No problems

- B. Questionable**— Observed Irregularities (frame and grate offset, full sump, leaks, loose brick, broken pipe, roots, etc.)

Comments: CANNOT OPEN. APPROXIMATE AGE 40-50 years; Area platted 1960-1970.

# Iron Creek Construction LLC

Lic. # IRONCCC874MN

1420 NW Gilman Blvd Suite 2-2298 Issaquah, WA 98027

Phone: (425) 659-4896 Fax: (425) 659-4895

## CONTRACT PROPOSAL

Client:	Town or Yarrow Point	Project No:	25-07
Contact:	Stacia Schroeder	Date:	March 31, 2025
E-Mail:	sschroeder@yarrowpointwa.gov	Phone:	206-276-8922

We hereby submit specifications and estimates for:

NE 34th St Pipe Repair

### Scope of Work:

### Price:

Site location: NE 34th Street Yarrow Point

**Work includes all labor, equipment and materials to complete following:**

\$19,485.00

Sawcut and remove existing asphalt

Excavate, expose and remove approx 25' of 12" Concrete Storm (2 different locations)

Connect new 12" PVC to existing concrete pipe w/ ROMAC

Connect new 12" PVC to existing CB w/ sand collar and non shrink grout

Bedding and backfill shall be 5/8" CSTC and compacted

Adjust Catch Basin to Grade

Work to be completed in accordance w/ attached drawings & specifications

Subtotal	\$	19,485.00
Tax (10.1%)		N/A
<b>Total</b>	<b>\$</b>	<b>19,485.00</b>

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Nineteen Thousand Four Hundred Eighty Five & 00/100's

Total Dollars \$ 19,485.00

### Payments to be made as follows:

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration of derivation from above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Final payment is due within 10 calendar days of project completion. If final payment has not yet been received within 30 calendar days of project completion contractor reserves the right to pursue legal action.

Authorized

Signature: \_\_\_\_\_

*Note: This proposal may be withdrawn by Iron Creek Construction LLC if not accepted within 30 days*

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of  
Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Contractor

Signature: \_\_\_\_\_

Owner



## Nathan Dodson

---

**From:** Stacia Schroeder <:sschroeder@yarrowpointwa.gov>  
**Sent:** Friday, March 14, 2025 1:23 PM  
**To:** Austen Wilcox  
**Subject:** 9023 NE 34th Street - Stormwater Repair Project  
**Attachments:** 250314\_TYP\_9023 NE 34th Street Site Plan\_P.pdf  
  
**Flag Status:** Flagged

### Potential Contractor

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**PROPOSAL ESTIMATE:** Include a lump sum, not to exceed amount to complete all the work.

**TAX:** As an improvement to the road system in Yarrow Point, this project is tax exempt under WAC 458-20-171: Building, repairing or improving streets, roads, etc., which are owned by a municipal corporation or political subdivision of the state or by the United States and which are used primarily for foot or vehicular traffic.

**PROPOSAL DUE DATE:** If interested, please submit a proposal which includes the full cost of the project to [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov) no later than 5:00pm Monday, March 31st, 2025.

**Stacia Schroeder, PE**

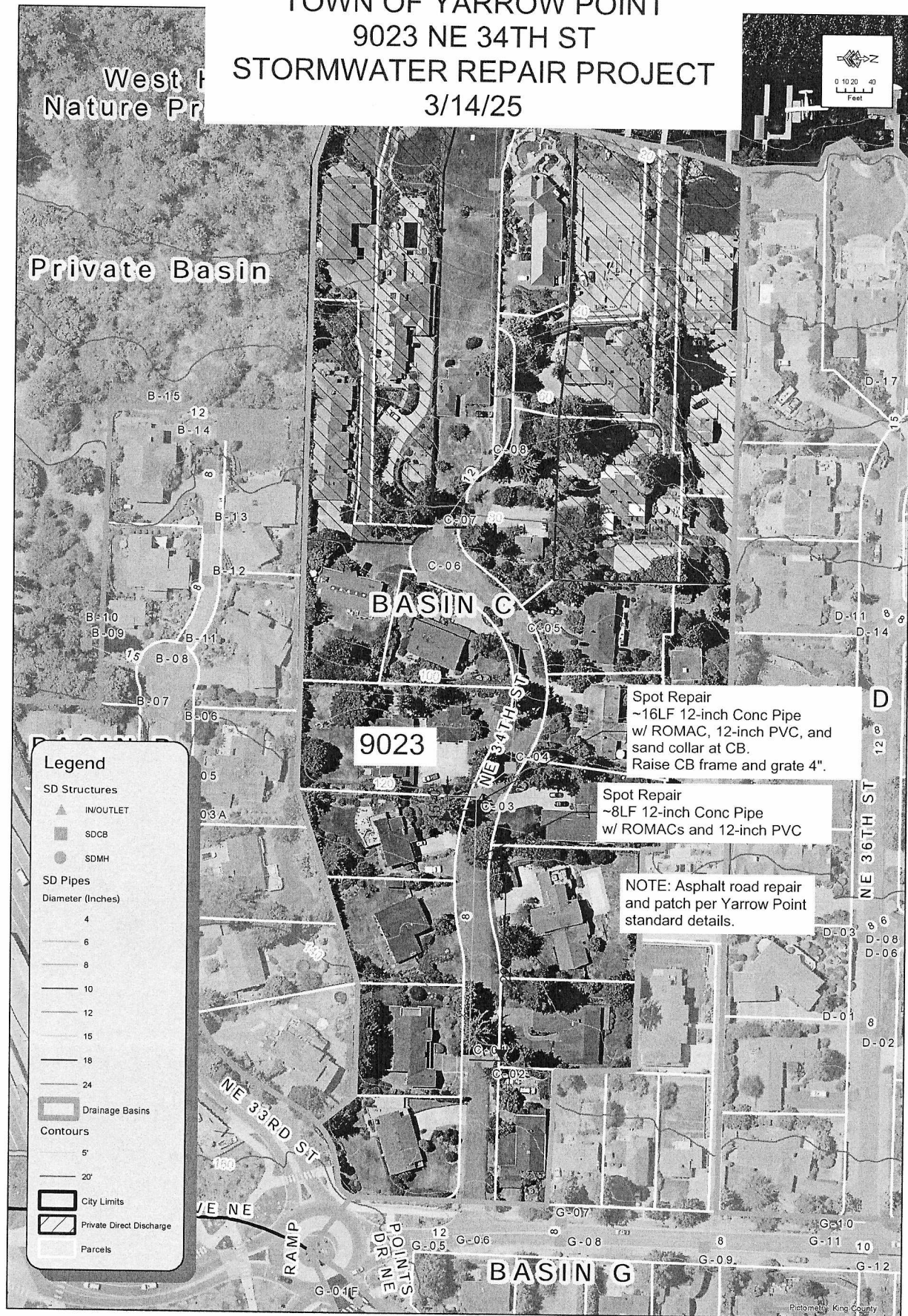
*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*



# TOWN OF YARROW POINT 9023 NE 34TH ST STORMWATER REPAIR PROJECT 3/14/25



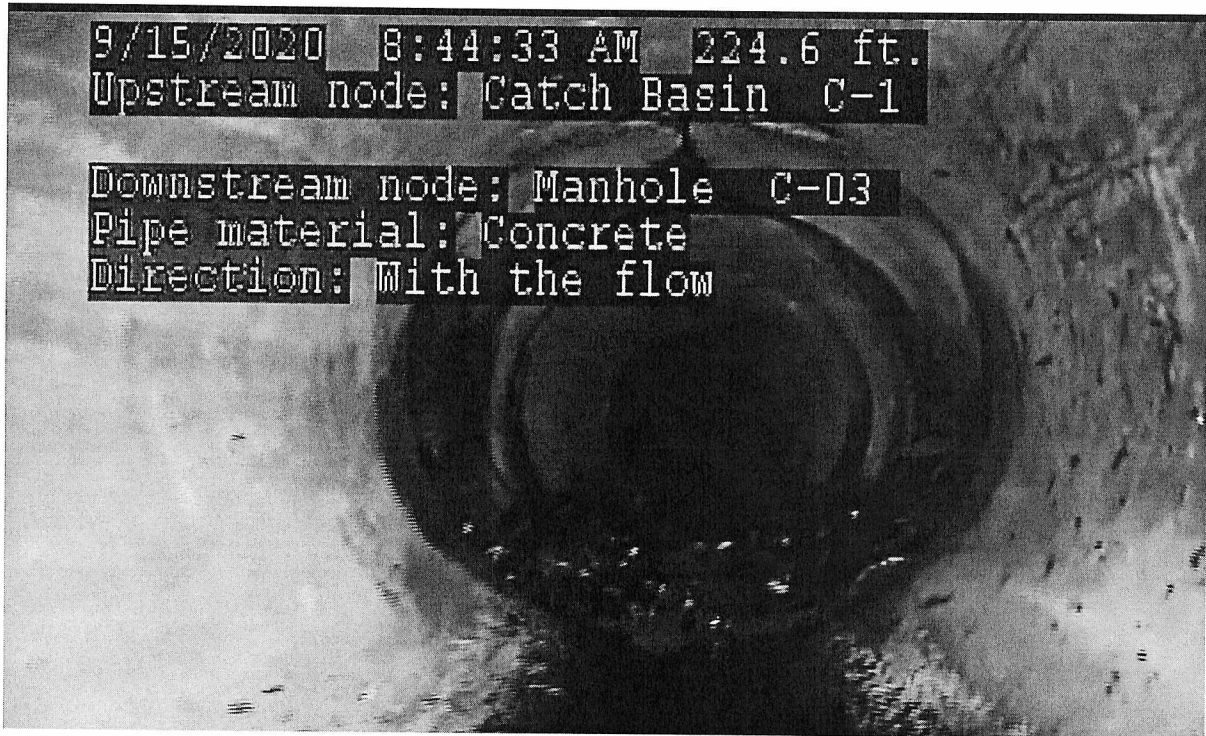
PG. 1 OF 4

Figure 3-3

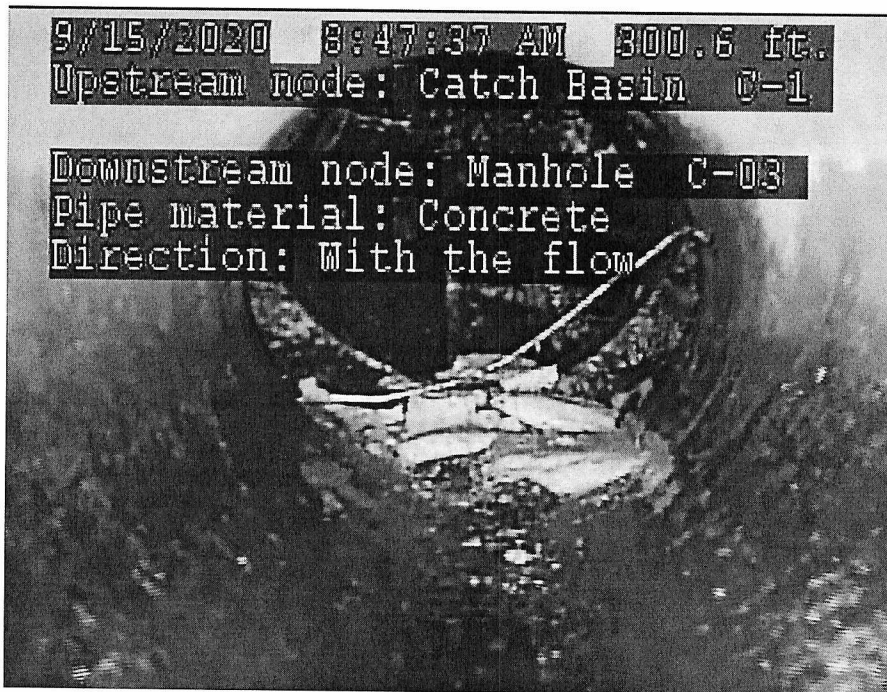
Basin C

19357

May 2020



226 feet downstream of CB 1 (77 feet upstream of CB 3) – repair broken 12-inch diameter concrete pipe



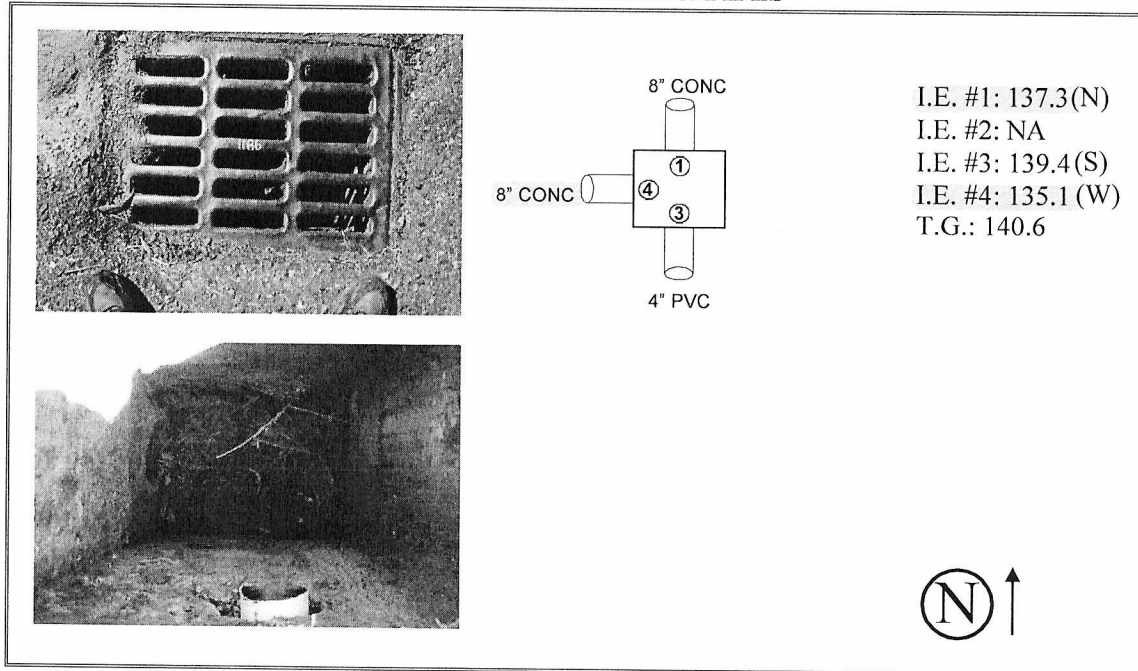
Keep CB #3 but replace 12-inch diameter concrete pipe from CB to 15 feet upstream

## YARROW POINT DRAINAGE SYSTEM

DATE: 2/26/19 2:22 PM  
OBSERVER: Chapman, Lincoln

BASIN: C  
STRUCTURE NO. C-1  
1186

### SKETCH STRUCTURE & PIPES



### STRUCTURE TYPE (Circle)

A. Inlet/Outlet

B. Rectangular 18"X24" Grate X Solid                     

C. Round 48" Dia. Grate                      Solid                     

D. Other – Describe: Public.

### STRUCTURE CONDITION (Circle)

A. Acceptable                      No problems

B. Questionable – Observed Irregularities (frame and grate offset, full sump, leaks, loose brick, broken pipe, roots, etc.)

Comments: APPROXIMATE AGE 40-50 years; Area platted 1960-1970.

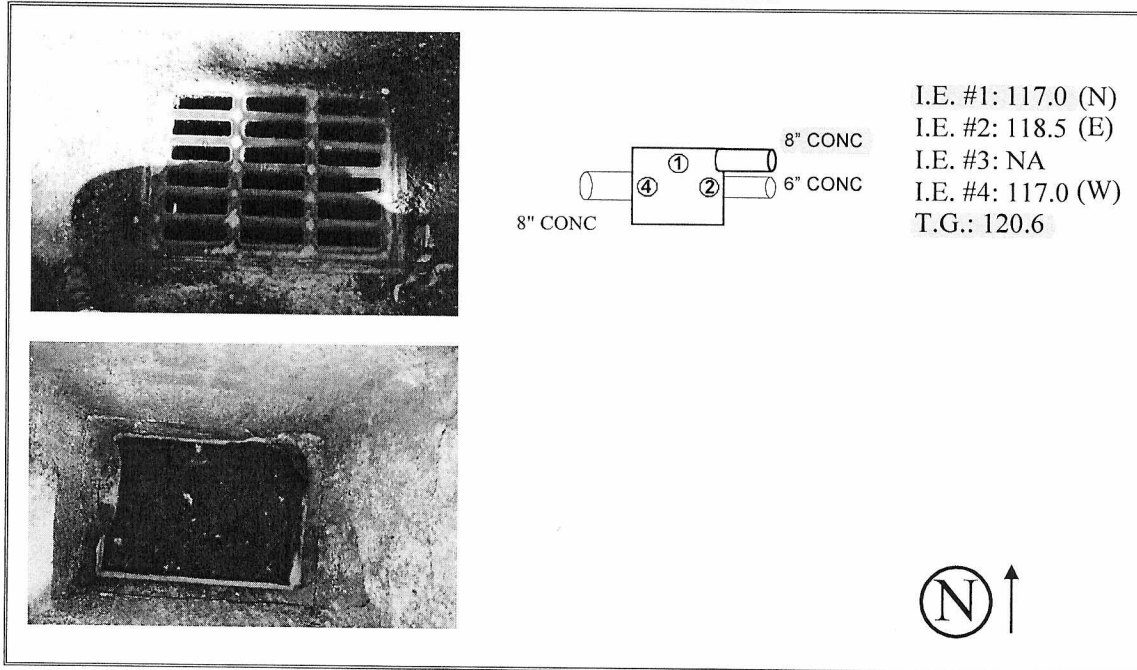


## YARROW POINT DRAINAGE SYSTEM

DATE: 2/26/19 2:30 PM  
OBSERVER: Chapman, Lincoln

BASIN: C  
STRUCTURE NO. C-3  
1188

### SKETCH STRUCTURE & PIPES



### STRUCTURE TYPE (Circle)

A. Inlet/Outlet

B. Rectangular 18"X24" Grate X Solid \_\_\_\_\_

C. Round 48" Dia. Grate \_\_\_\_\_ Solid \_\_\_\_\_

D. Other – Describe: Public.

### STRUCTURE CONDITION (Circle)

A. Acceptable – No problems

B. Questionable – Observed Irregularities (frame and grate offset, full sump, leaks, loose brick, broken pipe, roots, etc.)

Comments: CANNOT OPEN. APPROXIMATE AGE 40-50 years; Area platted 1960-1970.





# Business of The Town Council

## Town of Yarrow Point, WA

8.5

April 8, 2025

<b>3600-3900 92<sup>nd</sup> Ave NE – Pathway Repair</b>	<b>Proposed Council Action:</b> For Approval
<b>Presented by:</b>	Town Engineer – Stacia Schroeder
<b>Exhibits:</b>	<ul style="list-style-type: none"> <li>• 250314_TYP_3600-3900 92nd Sidewalk Bid Invitation Email</li> <li>• 250331_TYP_3600-3900 92nd Sidewalk_ICC</li> </ul>

### **Summary:**

The 92nd Ave NE Pathway Repair Project consists of removing the existing NaturalPave pathway material to extend the colored concrete sidewalk. Town staff solicited proposals for this work from five contractors listed on the MRSC Small Works Roster and received 2 bids: Iron Creek Construction (\$82,658.75); and NPM Construction (\$98,421.00).

The 2025 budget for this project (which included a 20% contingency) was \$60,000 (Capital Improvement – Roadway Restoration Fund 101-595-30-60).

After further investigation, it became apparent the 2024 Capital Improvement Plan called out 3600-3900 92<sup>nd</sup> Ave NE, but unfortunately, the engineer's estimate included in that document did not account for the correct length remaining.

The Town Council has three options:

- 1.) Reject all bids.
- 2.) Recognize the low bid received, but limit it to the original budget. This would effectively authorize the low bidder to install the 3600-3700 block of 92<sup>nd</sup> Ave NE (\$47,600.64) and town staff to add the remaining section (3700-3900 92<sup>nd</sup> ~\$42,000 with 20% contingency) to the next Capital Improvement Plan for consideration in 2026.
- 3.) Approve the low bid as submitted (\$82,658.75) and complete the sidewalk this year.

### **Recommended Action:**

Authorize the Mayor to negotiate a contract with the low bidder (Iron Creek Construction, Inc.) to complete the entire section for no more than \$83,000 and appropriate another \$23,000 for this project.



---

**Yarrow Point 3600-3900 92nd Ave NE Sidewalk Replacement Project**

---

**From** Stacia Schroeder <sschroeder@yarrowpointwa.gov>

**Date** Fri 3/14/2025 10:20 AM

**To** Austen Wilcox <depclerk@yarrowpointwa.gov>

**Bcc** abby@lambcontractors.com <abby@lambcontractors.com>; lance@lambcontractors.com <lance@lambcontractors.com>; mark@lambcontractors.com <mark@lambcontractors.com>; andrea.b@lambcontractors.com <andrea.b@lambcontractors.com>; Juliancwconcrete@gmail.com <Juliancwconcrete@gmail.com>; Juliancwconcrete@gmail.com <Juliancwconcrete@gmail.com>; 'Emma Stewart' <emma@furysiteworks.com>; 'Mike Day' <mike@furysiteworks.com>; paul@ironcreekconstruction.com <paul@ironcreekconstruction.com>; Nathan Dodson <nathan@ironcreekconstruction.com>; nando@npmconstruction.com <nando@npmconstruction.com>

 1 attachment (746 KB)

250314\_TYP\_NE36 to NE39 Sidewalk Repair.pdf;

### **Potential Contractor**

Attached is the 3-page plan set for Yarrow Point's 3600-3900 92nd Ave NE Sidewalk Repair Project.

The scope of work is to fully remove and dispose of off-site, the existing natural pave pathway and install the concrete sidewalk as specified on page 3 of 3 in generally the same location. The estimated square footage of the sidewalk to be replaced is 4,000 square feet, and this is roughly the same square footage of natural pave to be removed. The project will require minor amounts of grading, compaction, and providing/installing crushed surfacing base course.

The latest WSDOT Standard Specifications for Road, Bridge, and Municipal Construction will be utilized.

**WORKING DAYS ALLOWED:** 15 working days

**DEADLINE:** If the low bid is accepted by the Town Council at their April 9th meeting, staff would expect work could start as soon as April 21, 2025. The project must be completed no later than Thursday, July 31st, 2025.

**TRAFFIC CONTROL:** Contractor shall provide signage both north and south of the project to indicate the sidewalk is closed and provide the appropriate cones and traffic control for a one-way road closure during the concrete pour and finishing. Parking in the right-of-way is very limited and vehicles who do not follow Yarrow Point traffic control requirements may be ticketed.

**QUALITY CONTROL:** Contractor is responsible to protect the sidewalk area at all times. This includes delivering a final product that is 100% free of animal tracks and any other marks that are not consistent with a new sidewalk. If the contractor chooses to pour and cure the concrete sidewalk during a rain event, he/she must protect the area(s) from the weather at all times. At

no time shall plastic or other covering(s) be allowed to touch or otherwise compromise the finished surface of the concrete.

**PERMIT:** The Town of Yarrow Point will obtain all permits associated with this project. The low bidder however, shall provide the applicable information to town staff to fulfill the contractor registration and insurance requirements.

**PROPOSAL ESTIMATE:** Include a lump sum, not to exceed amount to complete all the work.

**TAX:** As an improvement to the road system in Yarrow Point, this project is tax exempt under WAC 458-20-171: Building, repairing or improving streets, roads, etc., which are owned by a municipal corporation or political subdivision of the state or by the United States and which are used primarily for foot or vehicular traffic.

**PROPOSAL DUE DATE:** If interested, please submit a proposal which includes the full cost of the project to [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov) no later than 5:00pm Monday, March 31st, 2025.

**Stacia Schroeder, PE**

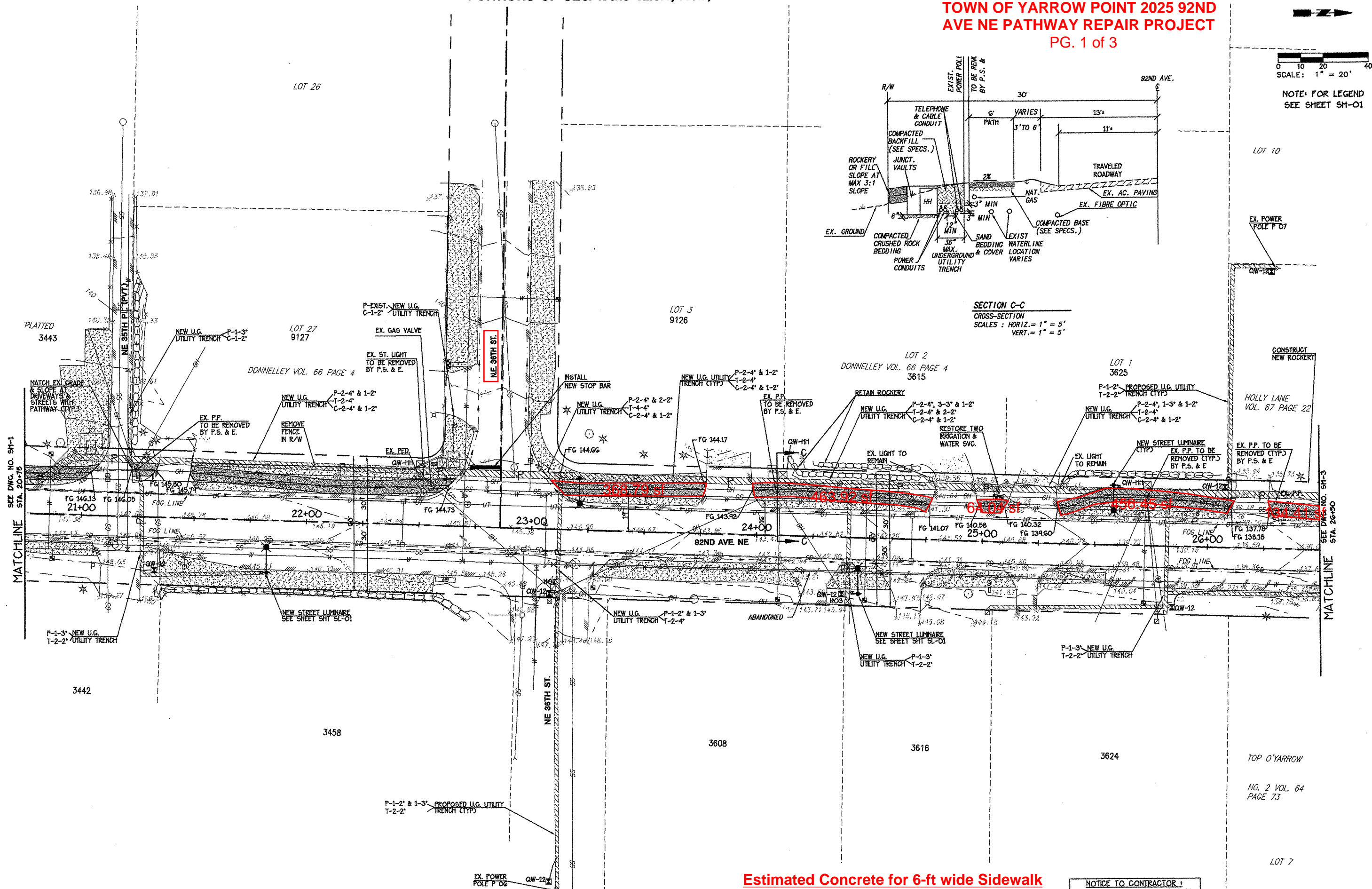
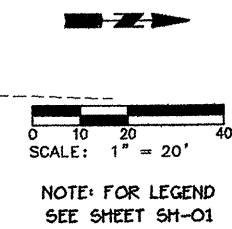
*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*

# TOWN OF YARROW POINT 2025 92ND AVE NE PATHWAY REPAIR PROJECT

PG. 1 of 3



**Estimated Concrete for 6-ft wide Sidewalk**  
 $369+464+64+456+135+713+227+341+175+1,067 = 4,011\text{sf}$  (0.33ft thick) = 1,324cf

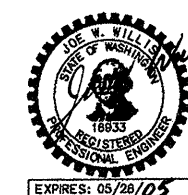
Add 10% coningency  
 $1,450\text{cf} \times \text{cy}/27\text{cf} = 54\text{cy}$

(Contractor shall independently verify these measurements prior to construction.

**SECTION C-C**  
 CROSS-SECTION  
 SCALES: HORIZ. = 1" = 5'  
 VERT. = 1" = 5'

**NOTICE TO CONTRACTOR:**  
 -CALL FOR UTILITY LOCATION PRIOR TO EXCAVATION  
 -CONTRACTOR SHALL VERIFY LOCATIONS, HORIZONTALLY AND VERTICALLY OF ALL UTILITIES PRIOR TO LAYING CONDUIT AND NOTIFY ENGINEER OF POSSIBLE DESIGN CONFLICTS AND CHANGES.

**CALL TWO DAYS BEFORE YOU DIG**  
 1-800-424-5555



**TOWN OF YARROW POINT**  
**92ND AVE NE PATHWAY AND UTILITY CONVERSION**  
 PORTIONS OF SEC. 19&18 T.25N., R.5E., W.M.

DATE	REVISION	BY



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DESIGNED: JMW  
 CHECKED: JMW/KS  
 DRAWN: JMW/KS  
 AS-BUILT: JMW/KS

JOB NO.  
**2408ypt**

DATE  
 JULY 1, 2003

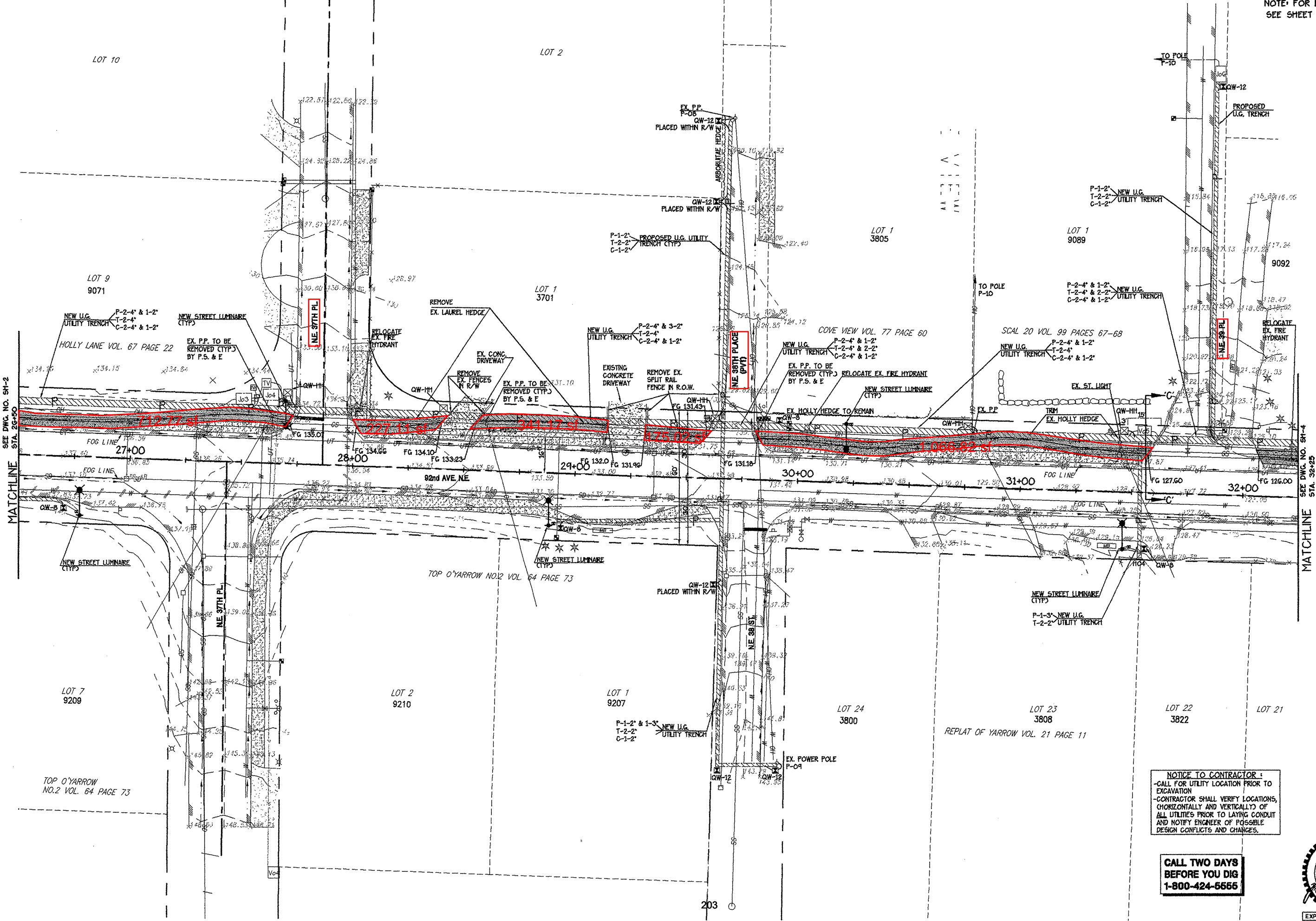
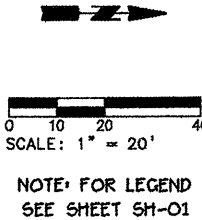
DRAWING NAME  
**SH-02**

3 of 23

**PATHWAY AND UTILITIES PLAN**

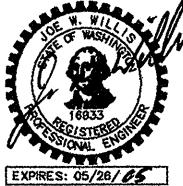


TOWN OF YARROW POINT  
92ND AVE NE PATHWAY REPAIR PROJECT  
PG. 2 of 3



NOTICE TO CONTRACTOR:  
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-CONTRACTOR SHALL VERIFY LOCATIONS, HORIZONTALLY AND VERTICALLY OF ALL UTILITIES PRIOR TO LAYING CONDUIT AND NOTIFY ENGINEER OF POSSIBLE DESIGN CONFLICTS AND CHANGES.

CALL TWO DAYS  
BEFORE YOU DIG  
1-800-424-5555



PATHWAY AND UTILITIES PLAN

TOWN OF YARROW POINT  
92ND AVE NE PATHWAY AND UTILITY CONVERSION  
PORTIONS OF SEC. 19&18 T.25N., R.5E., W.M.

DATE	BY	REVISION



**Andrews Group, Ltd.**  
914 140TH AVE. NE, SUITE 100  
BELLEVUE, WASHINGTON 98005  
(425) 378-9407

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retrieval system, without  
prior written permission  
by the Professional Engineer  
in writing by  
The Andrews Group, Ltd.

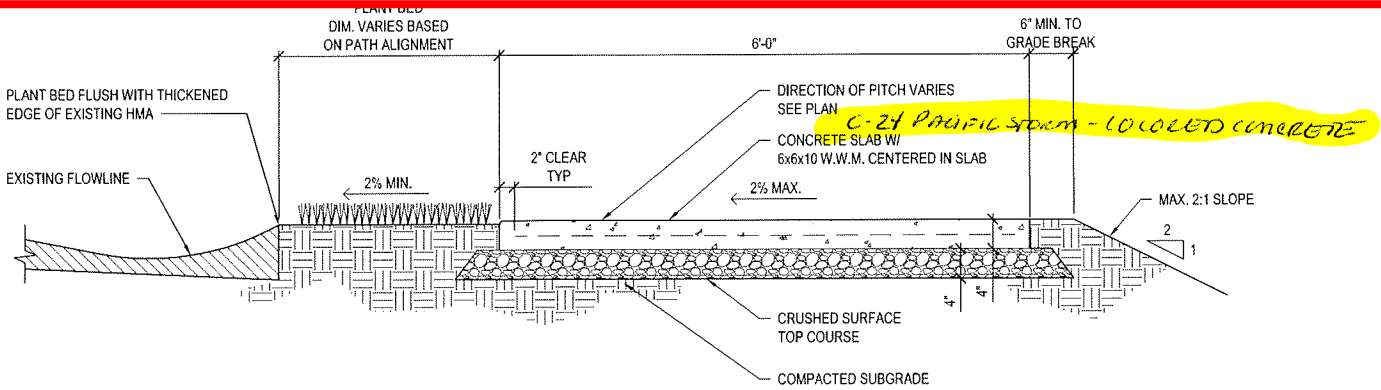
DESIGNED JRW  
CHECKED JMW/RS  
DRAWN  
CHECKED  
AS-BUILT

JOB NO.  
2408ypt

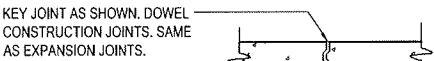
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JULY 1, 2003

DRAWING NAME  
SH-03

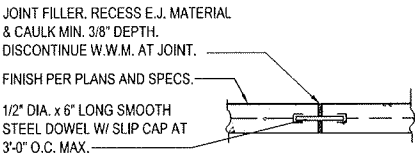
4 of 23



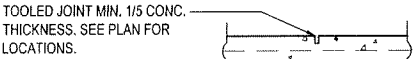
CONCRETE PATH SECTION  
1" = 1'-0"



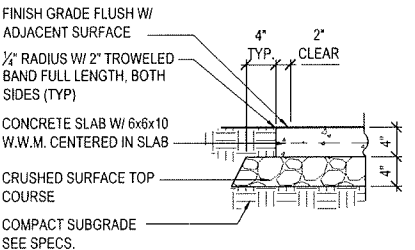
CONSTRUCTION JOINT (COLD JOINT)  
1" = 1'-0"



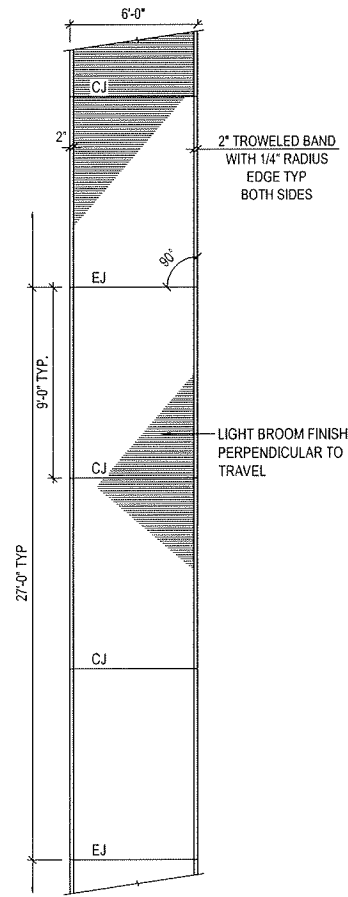
EXPANSION JOINT (EJ)  
1" = 1'-0"



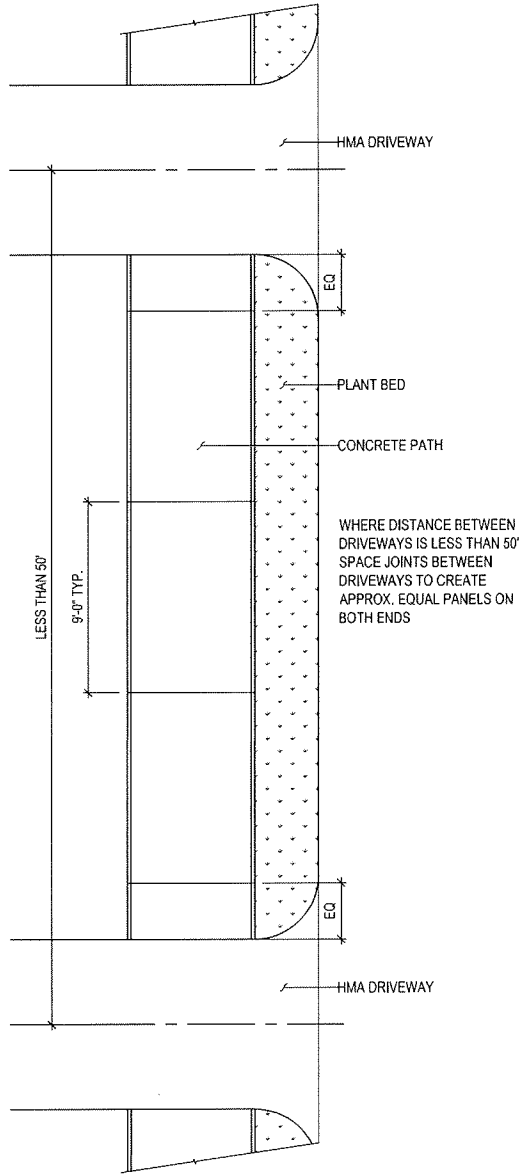
CONTROL JOINT (CJ)  
1" = 1'-0"



TYPICAL EDGE TREATMENT  
1" = 1'-0"



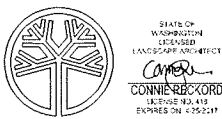
TYP JOINT SPACING & FINISH  
1" = 1'-0"



JOINT SPACING AT DRIVEWAYS  
1" = 1'-0"

1 CONCRETE PATH  
SCALE AS NOTED

REVISIONS:	DATE	CLIENT AGENCY:
		Yarrow Point



**MacLeod Reckord PLLC**  
110 Prefontaine Place South, Suite 600  
Seattle, Washington 98104  
P 206-323-7919  
F 206-323-9242

92ND AVENUE PATHWAY		CONSTRUCTION DETAILS	C4.1
SCALE:			
DATE:	3/25/2015		
DRAWN BY:	MES		
CHECKED BY:	CR		
JOB NO.:	14479		

# Iron Creek Construction LLC

Lic. # IRONCCC874MN

1420 NW Gilman Blvd Suite 2-2298 Issaquah, WA 98027

Phone: (425) 659-4896 Fax: (425) 659-4895

## CONTRACT PROPOSAL

Client:	Town or Yarrow Point	Project No:	25-09
Contact:	Stacia Schroeder	Date:	March 31, 2025
E-Mail:	sschroeder@yarrowpointwa.gov	Phone:	206-276-8922

We hereby submit specifications and estimates for:

NE 34th St Pipe Repair

### Scope of Work:

Price:

Site location: NE 34th Street Yarrow Point

Work includes all labor, equipment and materials to complete following:

\$82,658.75

Excavation, removal and haul of existing asphalt pathway  
sawcut existing asphalt as required to transition from concrete to asphalt  
Necessary, grubbing, excavation, grading and compaction  
Purchase, place, grade & compact CSTC for concrete walkway  
Restore disturbed areas with topsoil, crushed rock as required

Work to be completed in accordance w/ attached drawings & sepcifications

Subtotal	\$	82,658.75
Tax (10.1%)		N/A
Total	\$	82,658.75

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eighty Two Thousand Six Hundred Fifty Eight & 75/100's

Total Dollars \$ 82,658.75

### Payments to be made as follows:

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard practices. Any alteration of derivation from above specifications involving extra costs will be executed only upon signed written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Final payment is due within 10 calendar days of project completion. If final payment has not yet been received within 30 calendar days of project completion contractor reserves the right to pursue legal action.

Authorized

Signature: \_\_\_\_\_

*Note: This proposal may be withdrawn by Iron Creek Construction LLC if not accepted within 30 days*

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of

Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Contractor

Signature: \_\_\_\_\_

205

Owner

## Nathan Dodson

---

**From:** Stacia Schroeder <:sschroeder@yarrowpointwa.gov>  
**Sent:** Friday, March 14, 2025 10:21 AM  
**To:** Austen Wilcox  
**Subject:** Yarrow Point 3600-3900 92nd Ave NE Sidewalk Replacement Project  
**Attachments:** 250314\_TYP\_NE36 to NE39 Sidewalk Repair.pdf  
  
**Flag Status:** Flagged

### Potential Contractor

Attached is the 3-page plan set for Yarrow Point's 3600-3900 92nd Ave NE Sidewalk Repair Project.

The scope of work is to fully remove and dispose of off-site, the existing natural pave pathway and install the concrete sidewalk as specified on page 3 of 3 in generally the same location. The estimated square footage of the sidewalk to be replaced is 4,000 square feet, and this is roughly the same square footage of natural pave to be removed. The project will require minor amounts of grading, compaction, and providing/installing crushed surfacing base course.

The latest WSDOT Standard Specifications for Road, Bridge, and Municipal Construction will be utilized.

**WORKING DAYS ALLOWED:** 15 working days

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**TRAFFIC CONTROL:** Contractor shall provide signage both north and south of the project to indicate the sidewalk is closed and provide the appropriate cones and traffic control for a one-way road closure during the concrete pour and finishing. Parking in the right-of-way is very limited and vehicles who do not follow Yarrow Point traffic control requirements may be ticketed.

**QUALITY CONTROL:** Contractor is responsible to protect the sidewalk area at all times. This includes delivering a final product that is 100% free of animal tracks and any other marks that are not consistent with a new sidewalk. If the contractor chooses to pour and cure the concrete sidewalk during a rain event, he/she must protect the area(s) from the weather at all times. At no time shall plastic or other covering(s) be allowed to touch or otherwise compromise the finished surface of the concrete.

**PERMIT:** The Town of Yarrow Point will obtain all permits associated with this project. The low bidder however, shall provide the applicable information to town staff to fulfill the contractor registration and insurance requirements.

**PROPOSAL ESTIMATE:** Include a lump sum, not to exceed amount to complete all the work.

**TAX:** As an improvement to the road system in Yarrow Point, this project is tax exempt under WAC 458-20-171: Building, repairing or improving streets, roads, etc., which are owned by a municipal corporation



or political subdivision of the state or by the United States and which are used primarily for foot or vehicular traffic.

**PROPOSAL DUE DATE:** If interested, please submit a proposal which includes the full cost of the project to [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov) no later than 5:00pm Monday, March 31st, 2025.

**Stacia Schroeder, PE**

*Yarrow Point - Town Engineer*

*Cell Phone: 206.276.8922*

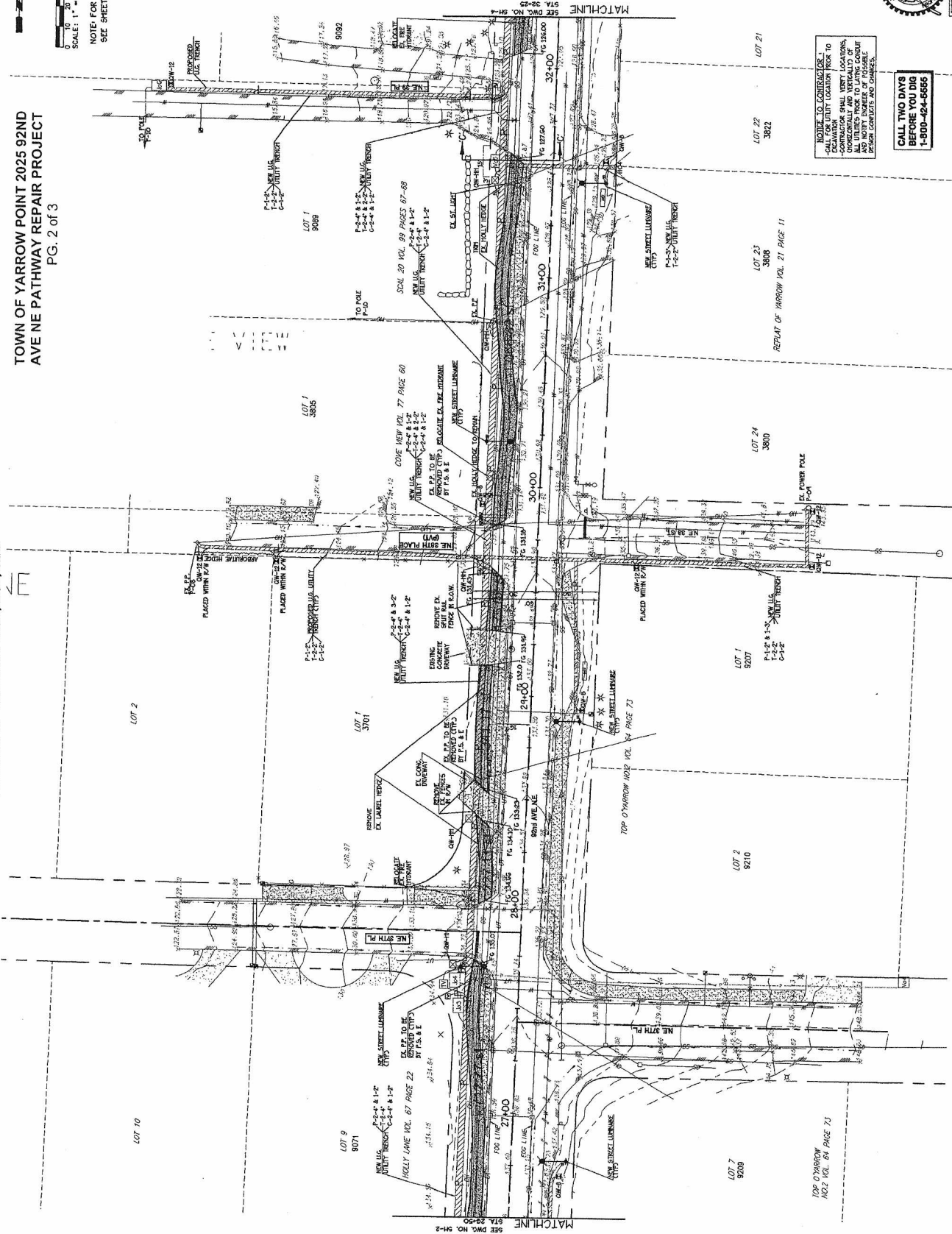
*Email: [sschroeder@yarrowpointwa.gov](mailto:sschroeder@yarrowpointwa.gov)*



PORTIONS OF SEC. 19&18 T.25N, R.5E, WM.

TOWN OF YARROW POINT 2025 92ND  
AVE NE PATHWAY REPAIR PROJECT  
PG. 2 of 3

SCALE: 1" = 20'  
NOTE: FOR LEGEND  
SEE SHEET SH-01

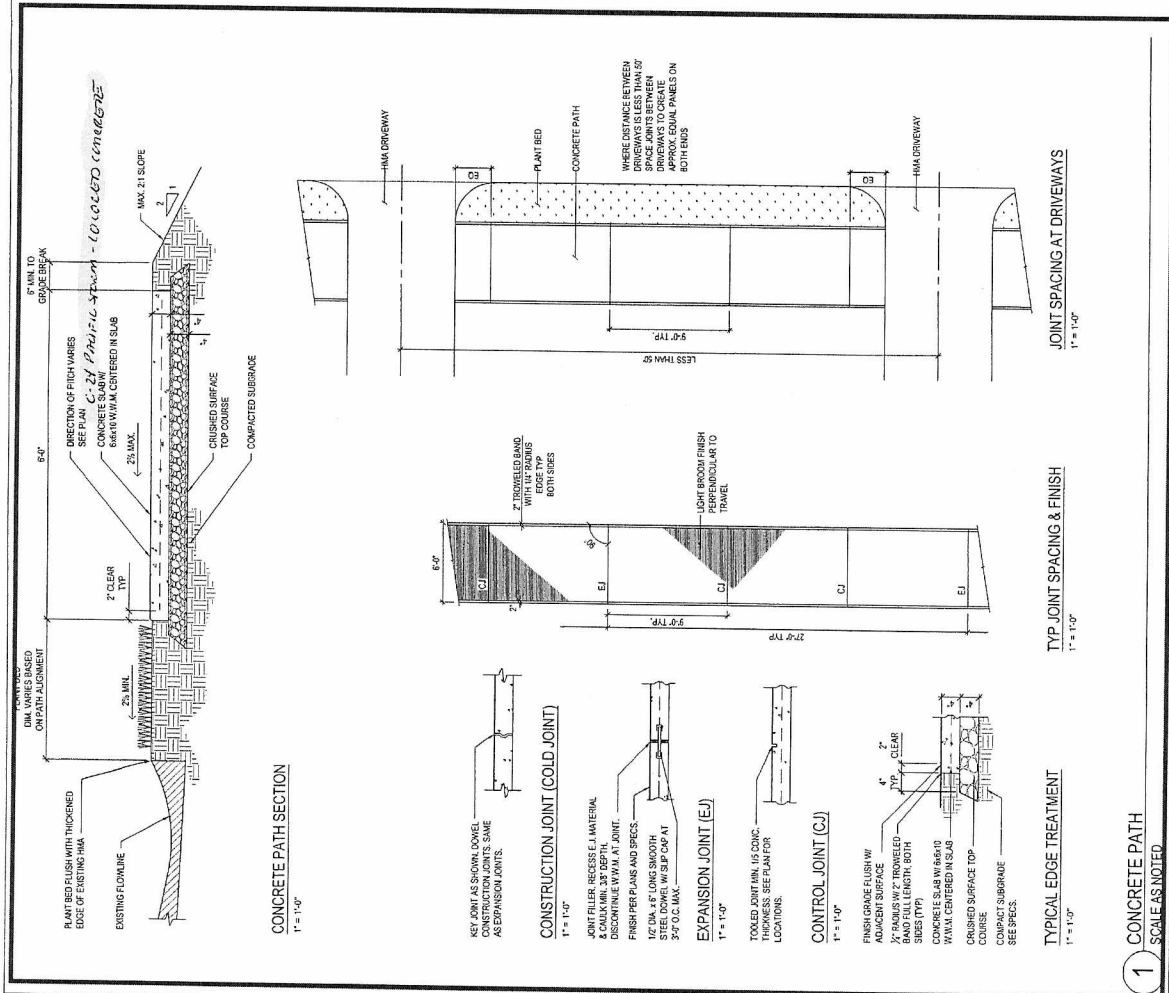


NOTE TO CONTRACTOR:  
-ALL UTILITY LOCATIONS SHOWN TO  
-CONTRACTOR SHALL VERIFY LOCATION,  
-DEPTH, AND CONDITION OF ALL UTILITIES  
-BEFORE ANY EXCAVATION OR CONSTRUCTION  
-WORK IS BEGUN. ALL UTILITIES SHALL BE  
-PROTECTED AND REPAIRED AS NECESSARY.

CALL TWO DAYS  
BEFORE YOU DIG  
1-800-424-5665



TOWN OF YARROW POINT 2025 92ND  
AVE NE PATHWAY REPAIR PROJECT  
PG. 3 of 3



811 Call 811 no brilliant days believe you are		Yarrow Point 1000 1st Avenue Yarrow Point, BC V3R 1A1 P 250-223-7919 F 250-223-7642	MacLeod Reckord 1100 Pacific Highway South Suite 200 Seattle, Washington 98104 P 206-323-7919 F 206-323-7642	92ND AVENUE PATHWAY C4.1 CONSTRUCTION DETAILS



CIP #4: 4441 91 <sup>st</sup> Ave NE	<b>Proposed Council Action: Authorize Staff to Negotiate a New Stormwater Easement</b>
--------------------------------------	--

<b>Presented by:</b>	Town Engineer – Stacia Schroeder, PE Town Attorney – Emily Romanenko
<b>Exhibits:</b>	Stormwater Easement King County Recording #2993355

**Summary:**

One of the projects in the Town's CIP is to upgrade the stormwater pipe located in an easement on 4441 91<sup>st</sup> Ave NE. This stormwater pipe is an integral part of the Town's stormwater system and operates via an easement was recorded April 21, 1938. The easement contains no language regarding easement length or width, access, or maintenance. Accordingly, in the past, the Town has collaborated with the property owner (Steve Simon) to gain access to the pipe to perform necessary maintenance and repair.

As part of the proposed project to upgrade this pipe so that it works correctly, Town staff are proposing to seek an updated easement with the property owner to more clearly delineate the Town's rights and obligations under the easement.

**Recommended Action:**

Authorize Town staff to negotiate a new easement with the current homeowner, Steve Simon.

---  
Easement and rel of damgs Apr 21 1938

Apr 21 1938

Charles Drew,

to King County, a mun corp

Whas, the fp represents and warrants that he is t e owner of  
that parcel of land d f

lot 3 blk 17, Replat of Parts of Yarrow add in kew;  
and whas, the grtee, by its board of co comrs is desirous of  
installing a 12" culvert along on the pty line of above des pty  
from the Sunmbrae Drive to Lake Washington;  
(Contd -- FOR)

120  
307 2993355

355--2

Whas, in the course of such work it will be necess to deposit on the land of the grantor dirt and other debris taken from the bed of the sdditch

Now, therefore, it is hby agreed as fols;

1. That sd grantor hby consents to sd grtee going over and upon his sd land and using the sm for the purp of performing the contemplated work, and further consents to the removal of dirt and debris from and upon sd land and said ditch It is expressly understood and agreed bet the parties hto that no shrubbery or trees shall be disturbed in performance of this work

2. The grantor releases and discharges the grtee from any and all liability in respect to sd operations in the future

Grantors reserves the right to connect pipes for drainage of his pty to county drainage

Charles W Drew

kew Apr 21 1938 by Charles W Drew, bef C G Erlandson n p for wn  
res at s n s Jul 21 1940 fld by co road engr

<b>92<sup>nd</sup> Ave NE Town Entry Flashing Crosswalk Sign Proposal</b>	<b>Proposed Council Action: For Discussion and Possible Approval</b>
---	--

<b>Presented by:</b>	Deputy Clerk, Austen Wilcox
<b>Exhibits:</b>	Zumar Estimate for (2) Flashing Crosswalk Signs: \$8,412.00 Zumar's Contractor – Prime's – Installation Proposal: \$39,890.20 OR See Me Flag Crosswalk Flag Starter Set - \$200.00

**Summary:**

At the regular March 11 Council meeting, Council discussed increasing safety at the 92nd Ave NE crosswalk at the entrance to Town. They requested staff to research the cost for two (2) flashing crosswalk signs and installation. Attached is a quote from Zumar and Zumar's contractor installer, Prime.

Staff also contacted City of Clyde Hill enquiring about cost for their flashing crosswalk sign installations and learned that it was around \$50k.

The other option as previously discussed at the March Council meeting are the crosswalk flags - \$200.

**Recommended Action:**

Direct staff to proceed with the purchase and installation of flashing crosswalk signs, or crosswalk flags, or do neither.



**ISSUE PO TO**  
ZUMAR  
12015 Steele Street South  
Tacoma, WA 98448

**ESTIMATE**  
ESTIMATE NUMBER: 72891  
DATE ESTIMATED: 1/8/2025

**BILL TO**  
TOWN OF YARROW POINT  
ATTN: ACCOUNTS PAYABLE  
4030 95TH AVE NE  
YARROW POINT, WA 98004 US

**SHIP TO**  
TOWN OF YARROW POINT  
ATTN: ACCOUNTS PAYABLE  
4030 95TH AVE NE  
YARROW POINT, WA 98004 US

CUST. NO.	ACCOUNT MANAGER	TERMS	FOB	ESTIMATED SHIP DATE
001902	David Stullick	Net 30	FOB Destination	

**TAX: \$858.04 FREIGHT: N/A DEST**

ITEM	PART NUMBER	QUANTITY ESTIMATED	UNIT PRICE	UOM	TOTAL PRICE
	DESCRIPTION				
001	TC14ASCH40PD PELCO 14'X4" 8NP SCH 40 SPUN ALUMINUM POLE	2	674.00	EA	1,348.00 USD
002	TCP COLLARD PELCO BASE COLLAR	2	164.00	EA	328.00 USD
003	TCP CSTBSEDRD Pelco Base Assy, Square w/Alum Heat Treat Door, 12K Capacity, Ground Lug, Alum (Pelco P/N PB 5334-GL-PNC)	2	315.00	EA	630.00 USD
004	TCCSTCAPD PELCO 4.5" POLE CAP	2	45.00	EA	90.00 USD
005	TCANRBLTKITD Anchor Bolt Set w/Hrdw 3/4"-10NC X 18" Galv.	2	110.00	EA	220.00 USD
006	100-1804 STOCK SA328 RRFB M75-SA328-0000	4	589.00	EA	2,356.00 USD
007	100-1805 STOCK BDL3-Y PUSH BUTTON W/R10-25 and PBF9X12-Y SIGN FRAME M75-BDL34-0000	2	339.00	EA	678.00 USD
008	100-1806 STOCK 30W INTELLIGENT SIGN CONTROLLER ALL FLASH, P2C OR CHEVRON M75-SA300-CTL3	1	1,249.00	EA	1,249.00 USD
009	100-1807	1	1,089.00	EA	1,089.00 USD
215					



ISSUE PO TO

ZUMAR  
12015 Steele Street South  
Tacoma, WA 98448

ESTIMATE

ESTIMATE NUMBER: 72891  
DATE ESTIMATED: 1/8/2025

BILL TO

TOWN OF YARROW POINT  
ATTN: ACCOUNTS PAYABLE  
4030 95TH AVE NE  
YARROW POINT, WA 98004 US

SHIP TO

TOWN OF YARROW POINT  
ATTN: ACCOUNTS PAYABLE  
4030 95TH AVE NE  
YARROW POINT, WA 98004 US

CUST. NO.	ACCOUNT MANAGER	TERMS	FOB	ESTIMATED SHIP DATE
001902	David Stullick	Net 30	FOB Destination	

TAX: \$858.04 FREIGHT: N/A DEST

	STOCK 30W COLLABORATOR ALL FLASH,P2C OR CHEVRON M75-SA300-CLB3				
010	110-252 W11-2 PEDESTRIAN SYMBOL 080 30D 3931 7C80	4	64.00	EA	256.00 USD
011	110-1014 W16-7PL DIAGONAL ARROW 080 24X12 3931 4H115 (2 H / 1.5 C)	2	42.00	EA	84.00 USD
012	110-165 W16-7PR DIAGONAL ARROW 080 24X12 3931 (MUTCD) 4H116	2	42.00	EA	84.00 USD
SHIPPING COST: <input type="text"/>					
TOTAL FOR ESTIMATE : 8,412.00 USD					

This is a quotation on the goods named above and is subject to the conditions noted below:  
Quote is valid today through date of expiration shown above. Prices are for goods shown on the plan and/ or takeoff sheet provided at the time of quote request. Pricing is for furnish only and does not include installation or hardware unless otherwise specified. Production days begin upon receipt of approved layouts (if applicable). Customer is responsible for all applicable sales taxes and duty which are calculated at the time of invoicing. Quotation valid for 30 days unless otherwise specified. All Visa, MasterCard, American Express, and Discover cards will incur a 3% surcharge to final invoice amount.

Attn: **Austen Wilcox**  
Company: **Town of Yarrow Point**

Date: **3/26/2025**  
Re: **Yarrow Point RRFB**

Address: **4030 95<sup>th</sup> AVE NE**  
**Yarrow Point, WA 98004**

Project Number:

Phone: **425-454-6994**  
Cell:  
Email: **depclerk@yarrowpointwa.gov**

From: **Tyler Boyer**  
E-Mail: [Tboyer@primee.com](mailto:Tboyer@primee.com)  
Phone: **425-518-1840**

Item #	Item Description	Unit	Unit Cost
1	RRFB System	LS	\$36,198.00
2	Washington State Sale Tax (10.2%)	LS	\$3,692.20
Total			\$39,890.20

Prime has based this quote on the site walk performed 3/19/2025

#### Item 1 – RRFB System

- Furnish and install (2) 18" X 36" Concrete Precast Bases for RRFB
- Furnish and install (2) 18" X 18" Concrete foundation for PPB posts
- Furnish and install (2) 4.5' Steel PPB Posts (Unpainted)
- Furnish and install 1" SCH 40 PVC conduit between foundations
- Installation of Owner provided RRFB Poles
- Installation of Owner Provided RRFB System
- Installation of Owner provided RRFB Signs
- Repair of any damaged irrigation
- Repair of grass area (Seed)
- Traffic/Pedestrian Control

#### Terms and Conditions:

- Contractor Name: Prime Electric LLC
- Contractors Registration #: PRIMEEI795NO
- UBI #: 601 004 783
- All access into the above identified scope of work area will be coordinated prior to commencement. Access will be provided in a timely manner to all facilities where work is requested. Delays and/or interruptions resulting from lack of access may result in additional charges.
- Traffic control coordination is required and will be coordinated and provided by General Contractor.
- All work will be performed in accordance with standards, state, and local codes in effect at the time of quote.
- Provisions for a lay-down area for secure on-site storage and job shack location will be coordinated prior to commencement of scope.
- Change Order: If changes are required during this project, a written contract modification will be prior to procurement or execution of change order. 100% Plans may represent a change.
- Contingent upon mutually agreeable project schedule and contract documents.
- Assumption of scope, terms and conditions, and specific exclusions to be incorporated into contract documents.
- Deletion of scope must be agreed upon by Prime Electric prior to award.
- Standard Insurance included.
- Payment Terms: Standard payment terms are net 30 from the date of invoice with 0% retention

- Confidential Information: This bid information is confidential and proprietary, for use only by its intended recipients.
- Liquid damages will be assessed only if they are caused by Prime's scope

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**\*Note:** Due to continued daily fluctuation of prices, our price presented is good for a time of 30 days.

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**Specific Exclusions:**

- Bonds (1.25%)
- Washington State Sales Tax
- Utility company fees or permits
- Engineering, Survey, and/or Layouts.
- ADA requirements
- All Potholing
- UPOs
- Any work on or in the building footprint
- All Excavation, backfill, LSHSFTB, HSFTB, or CDF
- Augering for pole foundations
- All dewatering and discharge tank or facility
- Concrete, asphalt & landscaping; saw cutting/demo/temp restoration/permanent restoration
- Removal of existing concrete foundations and backfill
- Temp site power, Temp Lighting, or Temp Signal not called out on the plans or specifications
- Service cabinet
- Any Steel Casing or Culvert
- Air Spading and/or vactoring around tree roots
- Tree trimming/pruning
- Directional Boring
- All work of other crafts that is not electrical
- Concrete Collars/Pads around junction boxes and pole foundations
- BIM/3D Modeling or VCS Service
- Weekend or Night premiums (Standard work hours of 7am-3:30pm)
- Hazardous Material Handling and Disposal or Unforeseen Subsurface Conditions
- Pricing excludes potential cost and schedule impacts due to tariffs and/or related material availability/scarcity issues

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Our goal is to provide quality construction with competitive pricing; we can accomplish this with your feedback. If you should require any additional information regarding our bid response or could offer feedback to improve our bid response, please contact me.

Respectfully,

*Tyler Boyer*

Tyler Boyer  
Group Executive



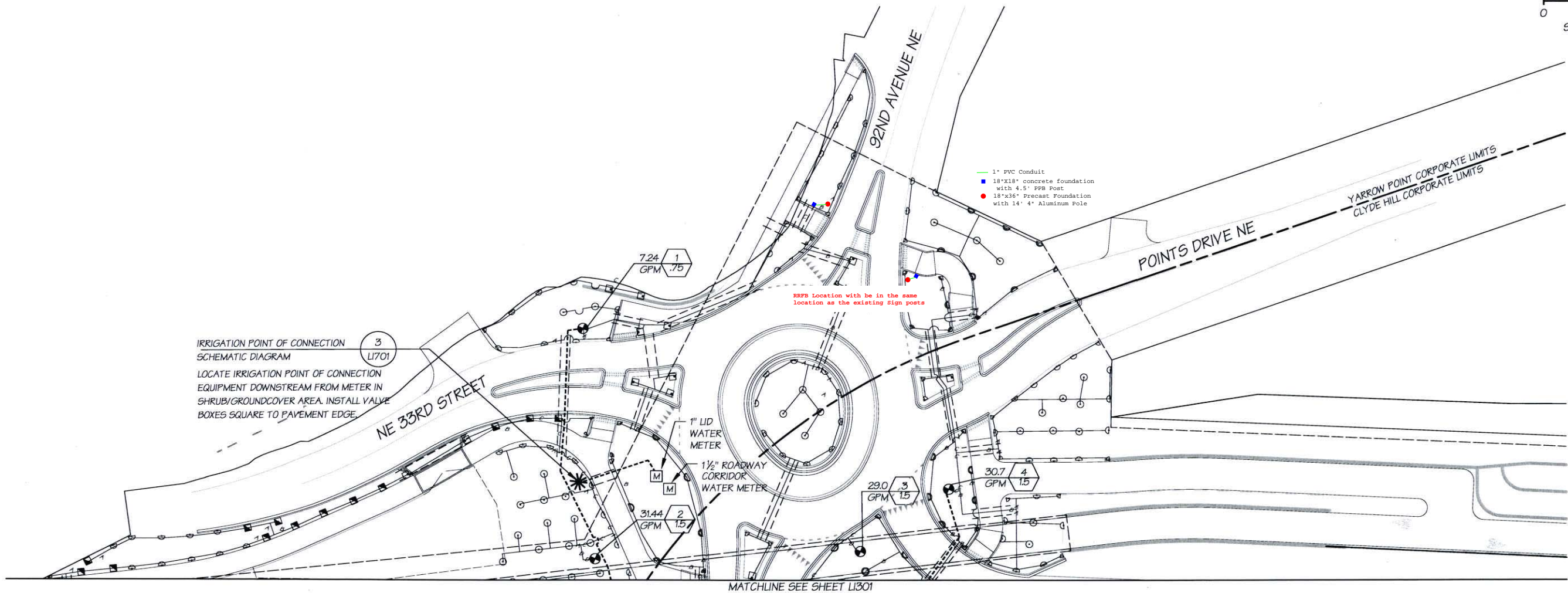


92ND AVENUE NE LID IRRIGATION NOTES:

1. SEE SHEET LI303 FOR IRRIGATION SCHEDULE, LEGEND, NOTES, ABBREVIATIONS & PIPE SIZE LEGEND.
2. SEE SHEET ARO00 FOR ARCHITECTURAL GRAPHICS LEGEND.
3. SEE ROADSIDE IRRIGATION PLANS FOR IRRIGATION BEYOND LIMIT OF LID AREA.



0 25 50  
SCALE IN FEET



IRRIGATION POINT OF CONNECTION  
SCHEMATIC DIAGRAM  
LOCATE IRRIGATION POINT OF CONNECTION  
EQUIPMENT DOWNSTREAM FROM METER IN  
SHRUB/GROUND COVER AREA. INSTALL VALVE  
BOXES SQUARE TO PAVEMENT EDGE.

NE 33RD STREET

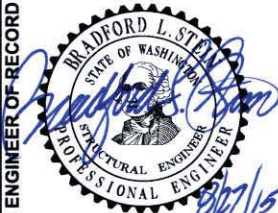
92ND AVENUE NE

POINTS DRIVE NE

YARROW POINT CORPORATE LIMITS  
CLYDE HILL CORPORATE LIMITS

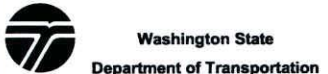

MATCHLINE SEE SHEET LI301

AS - BUILT



JULIET B. VONG  
LICENSE NO. 857  
EXPIRES ON 2/20/14

I CERTIFY THAT THIS DRAWING HAS BEEN MODIFIED TO  
REFLECT THE AS-BUILT CONDITION BASED ON INFORMATION  
PROVIDED BY EASTSIDE CORRIDOR CONSTRUCTORS

FILE NAME: P:\2010 Projects\2010-17A\Graphics\AutoCAD\ECC7903_PS_LI.dwg		RELEASE FOR CONSTRUCTION RECORD		REGION NO. STATE		FED.AID PROJ.NO.		220	 Washington State Department of Transportation	 Eastside Corridor Constructors	SR 520 MEDINA TO SR 405 VICINITY EASTSIDE TRANSIT AND HOV 92ND AVENUE NE LID  IRRIGATION PLAN	PLAN REF NO LI302  SHEET OF SHEETS
TIME: 11:29:28 AM	DATE: 8/20/15	AS - BUILT PK 9	8/20/15	AB	10 WASH	F/A 0520(045)	LOCATION NO. XL3390					
PLOTTED BY: M. THOMPSON	DESIGNED BY: J. HOWARD	92nd Design Changes, F283	8/20/15	3	JOB NUMBER 10A027							
ENTERED BY: M. THOMPSON	CHECKED BY: J. VONG	P32, Lid & Corridor Irrigation, N084	1/24/13	2	CONTRACT NO. 7963							
DQAM AUDIT DATE:	DESIGN MGR: B. STEIN	92nd Lid and Portal LA and Urban, P32, RFC	2/29/12	1								
		DESCRIPTION	10/06/11	0								
			DATE	NO.								





# See Me Flags™ Crosswalk Starter Set (Reflective Flags)

\$199.99

ADD TO CART

Buy with **shop** Pay

[More payment options](#)

- Two sturdy all-weather storage bins with instructions and reflective tape
- 12 See Me Flags Crosswalk **Reflective** Flags
- Attachment devices for standard street signs
- The See Me Flags are vinyl coated nylon flags made of a fluorescent material for high visibility ideal for crosswalk
- Both sides of the crosswalk flags have a **highly reflective** strip sewn into both sides of the crosswalk flags
- The crosswalk flags measure 12" x 12" x 24"
- **Peace of Mind!!!**

 **SHARE**

 **TWEET**

 **PIN IT**



<b>Impact Fee Discussion</b>	<b>Proposed Action: Discussion</b>
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<b>Presented by:</b>	Town Attorney
<b>Exhibits:</b>	NA

**Summary:**

The Town Attorney was asked to provide a presentation on impact fees for the Joint Planning Commission Council meeting on March 18. The powerpoint presentation discussed the legal rules of the road for impact fees, including what they can be used for, what they can't be used for, how they are assessed and how to adopt an impact fee ordinance.

The purpose of this agenda item is to provide a high-level summary of the presentation given at the March 18 meeting and seek direction from Council on whether to explore what an impact fee program could look like for the Town.

**Action Items**

**Recommended Motions:**

- For discussion.

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

8.9  
April 8, 2025

<b>Town Staffing</b>	<b>Proposed Council Action:</b> For Approval
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<b>Presented by:</b>	Mayor and Councilmember Bush
<b>Exhibits:</b>	Mayor Job Description

### **Summary**

Council directed Staff to draft a comprehensive Job Description for the full-time Mayor position, to include the traditional ceremonial and CEO roles as well as Town Representation and Administration.

The Council may now consider the draft job description, suggest edits, and vote on its approval.

If the Council approves the position of full-time mayor, then, as part of the budget process and based on market, the Council will consider how much to budget for the position.

### **Recommended Action**

I move to approve the comprehensive job description and budgeted amount for the position of Mayor.

## **Mayor Job Description**

The Mayor of Yarrow Point is a full-time elected position serving as the chief executive officer (CEO) of the Town, responsible for overseeing the administration of the local government, recommending and implementing strategic plans and policies, enforcing municipal code, and promoting the welfare of the community. As Town Representative and Agent, the Mayor serves as the primary liaison between the Town Council, Commissions, staff, and external stakeholders, including neighboring municipalities, town associations, regional authorities, and other government levels. Performing the duties of both the Ceremonial Leader and Town Administrator, the Mayor plays a crucial role in promoting community engagement, overseeing Town development, and communicating with residents to ensure the effective functioning of local governance. All facets of the Mayor's role require the keen perspective of a Yarrow Point resident.

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## **Major Responsibilities**

### **1. Chief Executive Officer (CEO) 15-20 hours/week**

- Oversee the daily operations of the Town, including all departments, staff and contractors.
- Recommend, Develop and Implement Town Council policies and directives.
- Establish agendas and Preside over Town Council meetings.
- Recruit, staunchly support and empower Town committees and three Town Commissions: Planning, Park, Wetherill Nature Preserve, Climate Planning Action Team.
- Develop, propose and monitor the annual budget.
- Respond to communications and emergencies with the Town residents and Town stakeholders.
- Facilitate and encourage interdepartmental and interjurisdictional collaboration and cooperation.

### **2. Town Representative and Agent 15-18 hours/week**

- Represent the Town at local, regional, state, and federal agencies and forums, advocating for the Town's best interests.
- Cultivate and nurture symbiotic partnerships with neighboring officials, municipalities, regional authorities, and various regional and State agencies.
- Act as the Town's primary risk management officer and official agent in all matters related to legal proceedings, contracts, ILAs, MOUs, franchise and lease agreements, public disclosure records, and municipal business.

### **3. Ceremonial Leader 12-18 hours/week**

- Serve as the Town figurehead, presiding over Town events, celebrations, and gatherings.
- Foster community spirit by engaging with residents and creating opportunities for civic involvement. Recruit and collaborate with Town Event Chairs.
- Respond to resident concerns and complaints.
- 24/7 Point Person in all official Town Communications and emergencies.

### **4. Town Administration 18-25 hours/week**

- Ensure the implementation and cost-effective, timely delivery of municipal services, such as public safety, infrastructure, sanitation, emergency response, and recreation.
- Cultivate and maintain excellent partnerships with CHPD and Bellevue Fire.
- Act as a liaison between Town staff, elected officials, and residents.
- Enforce municipal code fairly and consistently.
- Monitor Town expenditures and explore efficient revenue sources to remain within budget.
- Secure additional Town revenues from grants and non-traditional sources.
- Remain current with training from various agencies to properly administer Town mandates.
- Craft ILAs, MOUs, and communications among jurisdictions/legislature/state agencies.

Dear Council,

With this memo, I am providing Council an update on the discussions with the City of Clyde Hill regarding our police services contract. As a reminder, Yarrow Point's contract with Clyde Hill is just one part of the town's commitment to public safety, alongside contracts with Bellevue Fire and Mercer Island Marine Patrol.

My request to Council is to name two council members to work with me ahead of further discussions with Clyde Hill to determine the acceptable cost split between Yarrow Point and Clyde Hill.<sup>1</sup> Cm Hyman has agreed to be part of this task force.

Our goal is to complete the contract negotiations before our next quarterly (July) invoice or determine what our next steps will be if we are unable to come to a satisfactory arrangement.

Below, some additional context for the Council ahead of our upcoming executive session:

1. I want to emphatically express the confidence, appreciation and pride in Clyde Hill PD and its officers that we in the Yarrow Point community feel.
2. While we have a contract and are eager to pay our fair share, the current terms need amendments to be a sensible and legal partnership for Yarrow Point to continue. Illustrative examples:
  - a. While the 2026 police budget increased ~4.5% in Clyde Hill's first draft budget "tool," the Yarrow Point payment increased over 20%. After noticing this in their packet, I attended their March 25 budget meeting and expressed my surprise. Assurances were provided that this was just a place holder for their budget meeting.
  - b. Currently, some Clyde Hill city hall personnel is allocated to the police budget, of which Yarrow Point pays a percentage. Yarrow Point residents expect their tax dollars to pay for police services that benefit them; we must examine these allocations carefully and pay only for what is justified.
  - c. To date, Yarrow Point has been billed for budgeted not actual Clyde Hill PD expenses. "Truing up" the budget amounts versus actuals has never been done. Going forward, to be in accordance with best auditing practices, we intend to pay only our fair share of actual expenses.
3. I remain cautiously optimistic about reaching a mutually beneficial agreement and continuing our partnership. I met with Clyde Hill Mayor Friedman last week to continue the discussions and negotiations that began in the fall of 2024. Note that our historic contract, as written, renews every 2 years. We have an exit clause and may cancel services with 2 years notice.

There are potential cost savings, economies of scale for both communities if we can find ways to collaborate and share not only police but also other services. My hope is that in the spirit of partnership, we can get this ironed out quickly. I will transparently communicate this to Mayor Friedman after I have direction from Council.

Thank you,  
Katy

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<sup>1</sup> There are many ways to consider the cost allocation between the two communities. Some examples: population (we are 26.2%), calls for service (consistently 20% or lower since 2021), miles of roads (20% including our private lanes), number of properties (~24%), no schools or businesses in contrast to four schools and two businesses in Clyde Hill.

**From:** Kim Millen <[kim.millen@outlook.com](mailto:kim.millen@outlook.com)>

**Sent:** Sunday, April 6, 2025 8:24 PM

**To:** Austen Wilcox <[depclerk@yarrowpointwa.gov](mailto:depclerk@yarrowpointwa.gov)>

**Subject:** RE: NOTICE: Town Council Regular Meeting - April 8, 2025: 4:00 PM/ Town Hall

Hi Austen – thank you for this. I am going to try and be on the call on Tuesday, but just in case wanted to ask that my feedback on the flashing crosswalk sign be included in the discussion.

While I am all for looking at ways to ensure that the town is safe, I do not like the flashing crosswalk signs that were installed at the corner of 92<sup>nd</sup> and 40<sup>th</sup> and do not want more. The entrance to the town changed when the lid and roundabout went in and there are currently so many signs that it's distracting and unsightly. Unless there has been an uptick in accidents and something needs to be done, I strongly vote against having more flashing signs. They not only take away from the charm of our town, but I don't think they help.

Thank you – Kim Millen, 4235 91<sup>st</sup> Ave NE



**From:** [Jeff Levere](#)  
**To:** [Austen Wilcox](#)  
**Subject:** Mayor of Yarrow Point  
**Date:** Monday, April 7, 2025 5:15:03 PM

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Dear Council,

I am writing this note in support of the idea that the time has come for Yarrow Point to have a full time Mayor who would be fairly compensated and would act not only the public face of our Town but also as its Chief Executive responsible for all administrative oversight of the various Town functions.

I believe a local resident, who is willing and able to take on the position of Mayor, will be able to represent our community values when dealing with other municipalities and State officials.

As a long time resident who has seen the results of many different Mayors, good and bad, it is clear to me that this is a serious job that should be taken on by a serious individual on a full time basis.

Thank you for your time.

Jeff Levere  
3848 - 94<sup>th</sup> Ave NE  
Yarrow Point

**From:** [Meredith S](#)  
**To:** [Austen Wilcox](#)  
**Subject:** for town council today  
**Date:** Tuesday, April 8, 2025 3:51:15 PM

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Dear Yarrow Point Council,

I noticed that you have Town Staffing on your list for this afternoon's meeting. The Mayor's position here in Yarrow Point is not just a ceremonial role but instead essential to Yarrow Point's success. The current Mayor has tackled the roles of town leadership, town advocate and administrator as we face the multitude of demands from the state on our little community. I do not believe it would serve us well to have both a Mayor and an Administrator. The addition of a Town Administrator would be an unnecessary expense to the town if the Mayor (and future Mayors) continue to do all the jobs that she has been doing these past few years. I also very much like having the person representing us living within our community to be much closer to the issues we need to address.

Please fund Town Staff at a rate that will keep them as Yarrow Point staff and performing their great service to the Town of Yarrow Point.

Thank you,

Meredith Shank

Meredith Shank

9089 NE 39<sup>th</sup> Place,

Yarrow Point