



Mayor: Katy Kinney Harris
Councilmembers: Stephan Lagerholm, Steve Bush, Chuck Porter, Michael Hyman, Kathy Smith
Town Attorney: Emily Romanenko
Clerk-Treasurer: Bonnie Ritter
Deputy Clerk: Austen Wilcox

Meeting Participation

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

Join on computer, mobile app, or phone

1-253-215-8782

Meeting ID: 898 0908 0330#

Passcode: 553107

<https://us02web.zoom.us/j/89809080330?pwd=Jqf1eVs3VTMqBVIHr4gBTSAFgsakbx.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 (5 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. January Payment Approval in the amount of \$301,424.98 plus Payroll Report in the amount of \$39,051.46, for a total of \$340,476.62

- B. December 10, 2024 Council meeting minutes
- C. Ordinance No. 762 – Granting City of Bellevue non-exclusive franchise for water and wastewater system within public right-of-way
- D. Approval of Iron Creek Proposal for 9005 NE 37th Place Stormwater Maintenance

8. REGULAR BUSINESS

- 8.1 PACE Task Order No. 7 – 4441 91st Ave NE Boundary and Topographic Survey
- 8.2 Municipal Code Draft Update to Adopt 2024 Department of Ecology Stormwater Standards
- 8.3 Personnel Policy – First Reading
- 8.4 Arborist Contract
- 8.5 Fee Schedule Update
 - A. Adopt Resolution 379
- 8.6 Park Commissioner Membership Total – Amendment
 - A. Adopt Ordinance 763
- 8.7 New Park Commission Chair and Member Assignments

9. MAYOR’S REPORT (5 minutes)

10. OLD BUSINESS

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

12. EXECUTIVE SESSION (30 minutes)

Executive session – To discuss with legal counsel matters relating to town enforcement actions, or to discuss with legal counsel litigation or potential litigation to which the town, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the town, pursuant to RCW 42.30.110(1)(i).

13. ADJOURNMENT

Next regular Town Council Meeting: February 11, 2025 at 4:00 pm

STAFF REPORTS

1. Police Report
2. Fire-EMS Report
3. Town Engineer Reports:
 - 2024 94th Ave NE UGC
4. Commission Chair Reports
 - December 18, 2024 Special Planning Commission Meeting Minutes



MEMO

To: Yarrow Point Council

From: Chief Kyle Kolling

Date: January 14th, 2025

Re: December 2024 Summary

Greetings,

Decembers' training included:

- Officer Hanson attended Field Officer Training (FTO)
- Chief Kolling and Commander Hanson attended a FBINAA Leadership conference in Everett

On the social media front, we have a total of 455 followers and 15 Facebook posts were created in December. We have 577 followers on our Instagram account. We were able to advise followers of the recent scams, holiday events, DUI Season safety and thanking everyone for their support throughout the season.

Overall, 2024 was a great and productive year on many fronts within the department and community. We attended a lot of community events, and truly enjoyed getting a chance to meet and catch up with everyone.

We have always been grateful for the support of the council and our residents in both Clyde Hill and Yarrow Point and look forward to ringing in 2025!

2025 Goals & Objectives

Goal 1: Maintain State Accreditation and prepare for Re-Accreditation in November 2025

- The department is in a four year cycle of maintaining standards & policies to meet the requirements for WASPC Re-Accreditation in 2025

Goal 2: Increase Community Safety, Communications, and Safety

- Continue to proactively combat crime, with the assistance of our community members.
- Continue partnerships within our own municipal organization.
- Continue to use the Sentinel for crime prevention tips and community safety
- Continue utilizing the department Facebook, Instagram, & Twitter pages to further reach out to our community members.
- Developing or adapting equipment, technologies and our facility to enhance our organizational efficiency and effectiveness.

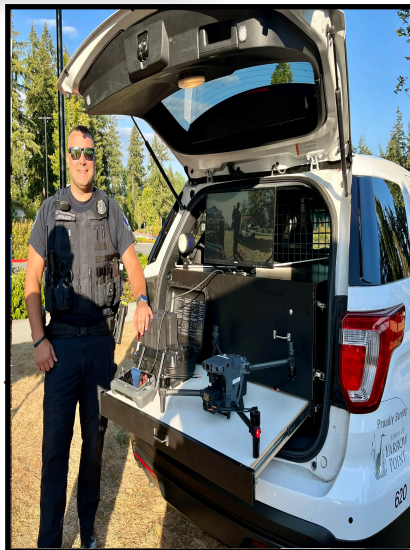
Goal 3: Increase Officer Training , Hiring, & Retention

- Be sure each employee of the police department is meeting state standards and the standards of the department, such as de-escalation training, updated use of force training, crisis intervention training, and bias based training.
- Create a training plan/career path for each employee and help them succeed in attaining their goals.

Goal 4: Continue and Create New Partnerships Throughout Our Region

- Continue collaboration with the King County Coalition of Small Police Agencies.
- Continue to be a member of IFIT Use of Force / Officer Involved Shooting Team with partner agencies in northeast King County.
- Continue to take an active role with our regional communications center, NORCOM.

Clyde Hill Police Department 2024 Highlights



Clyde Hill Police Department 2024 Highlights





City of Yarrow Point
December 2024

2024-7153	12/09/2024	3800blk 94 th Ave NE	Fraud/Theft	C. Hanson
Resident reported Identity theft with funds stolen from his account				
2024-7411	12/12/2024	3400blk 92 nd Ave NE	Theft	M. Humphreys
Report that resident was scammed out of a large sum of money through Bitcoin.				
2024-7464	12/15/2024	9200blk NE 37 th Pl	Burglary	B. Swai
Unknown suspect(s) broke into residents' house through an open garage door and stole several items from her vehicle				



Town of Yarrow Point

ACTIVITY REPORT

	December 2024	November 2024	2024 YTD	2023 YTD
CRIMES AGAINST PERSONS				
Assault	0	0	0	0
Domestic Violence/Disturbance	0	0	1	4
Harassment	0	0	1	0
Order violation	0	0	0	0
Rape/sex offenses	0	0	0	0
Robbery	0	0	0	0
Other (<i>Abuse, APS, civil, CPS, custodial interference, extortion</i>)	0	0	0	1
PROPERTY CRIMES				
Burglary	1	0	1	2
Fraud	1	0	3	5
MV Prowl	0	1	1	6
MV Theft	0	0	0	0
Theft	1	0	5	8
Other (<i>Arson, illegal dumping, malicious mischief, prowler, trespass</i>)	0	2	7	8
ARRESTS				
Drug/alcohol	0	0	0	1
Warrants	0	0	4	2
Other	0	0	0	0
TRAFFIC ACTIVITY				
Criminal Traffic	0	0	11	6
Infractions	0	4	64	51
Warnings	5	13	191	94
Traffic accidents	0	1	5	7
Traffic stops	5	17	267	152
Parking	1	5	94	11
OTHER				
Alarms	1	11	55	32
Complaints	0			
~Animal	0	0	5	5
~Fireworks	0	0	0	1
~Noise	3	1	39	20
~Soliciting	0	0	7	5
Deaths	0	0	1	1
Suspicious	2	0	29	33
Drug/alcohol	0	0	0	0
PUBLIC SERVICES				
Other Public Services (<i>area check, assist, community policing, contacts, direct enforcement/patrol, 911 hang-ups, fire assist, follow up, on-view, order service, walk through, welfare check</i>)	47	94	948	483



Issued Ticket Report Summary
Yarrow Point
December 01, 2024-December 31, 2024

<u>Violation Location Address</u>	<u>Date And Time</u>	<u>Violation Description</u>	<u>Issuing Officer</u>
<i>Citations-Non-Traffic: 0</i>			
<i>Citations-Criminal: 0</i>			
<i>Infractions-Traffic: 0</i>			
<i>Infractions-Speeding: 0</i>			
<i>Infractions-Parking: 1</i>			
9400 POINTS DR NE	12/17/2024 23:10:00	PARKING ILLEGAL STANDING, STOPPING IN SPECIFIC PLACES	C14 - Fernandez

Filter statement

Filters

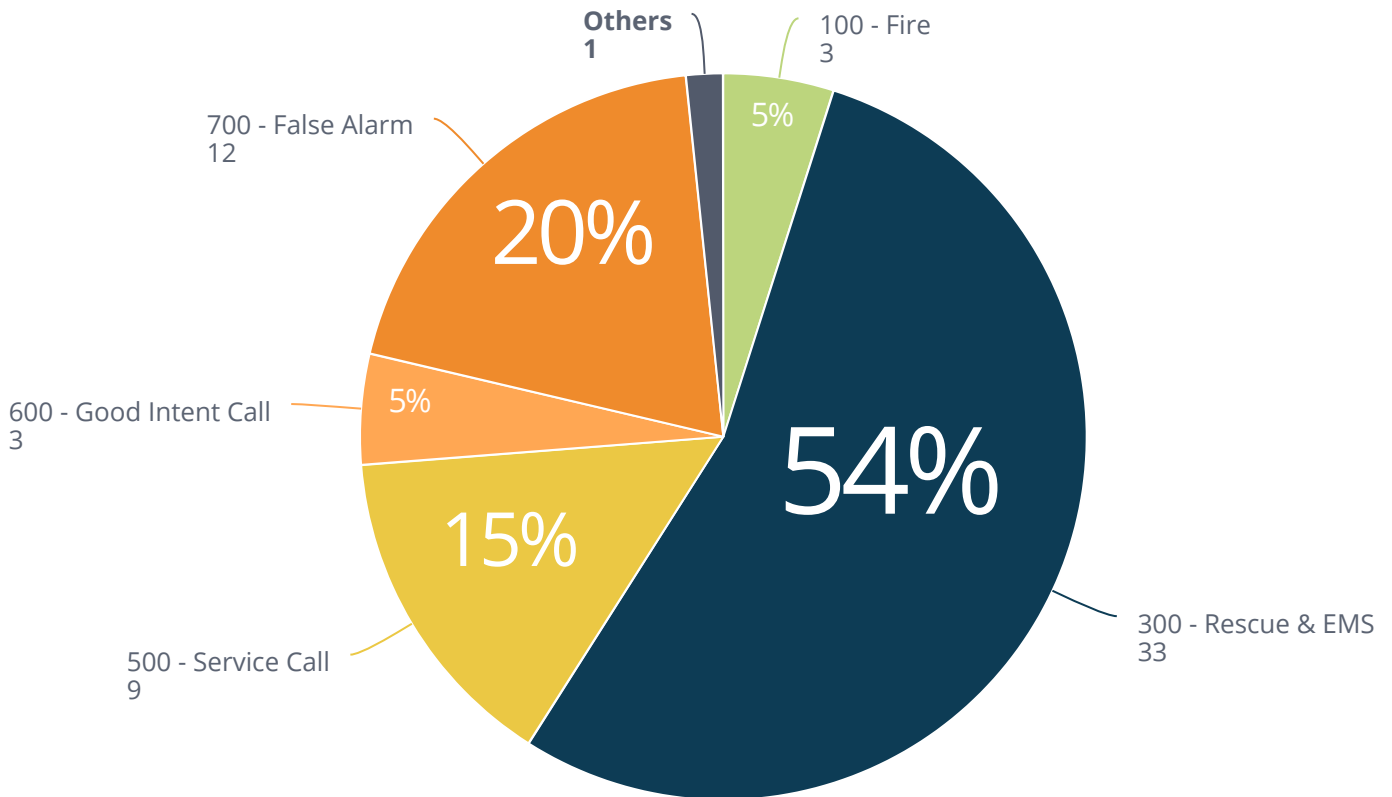
Alarm Date Range Last Year | **Is Locked** true | **Is Active** true | **Location City** YARROW POINT, Yarrow Point

Fire and EMS Summary

Count of Total Incidents

61

Percentage of Incident Type (with count)



Contract City Incident Summary (Yarrow Point) Jan 6, 2025 12:17:24 PM

Filter statement

Filters

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

Count of Incidents by Type

Incident Type Group	Incident Type	Type Code	Count
100 - Fire	Fire, other	100	1
	Outside rubbish fire, other	150	1
	Road freight or transport vehicle fire	132	1
100 - Fire Total			3
300 - Rescue & EMS	EMS Call, Cancelled at Scene	3117	1
	EMS call, excluding vehicle accident with injury	321	1
	EMS Call, Medical	3211	21
	EMS Call, Other Accident/Trauma	3210	5
	Motor vehicle accident with injuries	322	2
	Patient Assist	3111	1
	Patient Assisted by Other Agency	3112	1
	Removal of victim(s) from stalled elevator	353	1
300 - Rescue & EMS Total			33
400 - Hazardous Condition	Carbon monoxide incident	424	1
500 - Service Call	CARES 101	5531	1
	Person in distress, other	510	1
	Public service	553	1
	Service Call, other	500	1
	Water or steam leak	522	4
	Water problem, other	520	1
500 - Service Call Total			9
600 - Good Intent Call	Dispatched & canceled en route	611	2
	Good intent call, other	600	1
600 - Good Intent Call Total			3
700 - False Alarm	Alarm system activation, no fire - unintentional	745	6
	Carbon monoxide detector activation, no CO	746	1

Filter statement

Filters

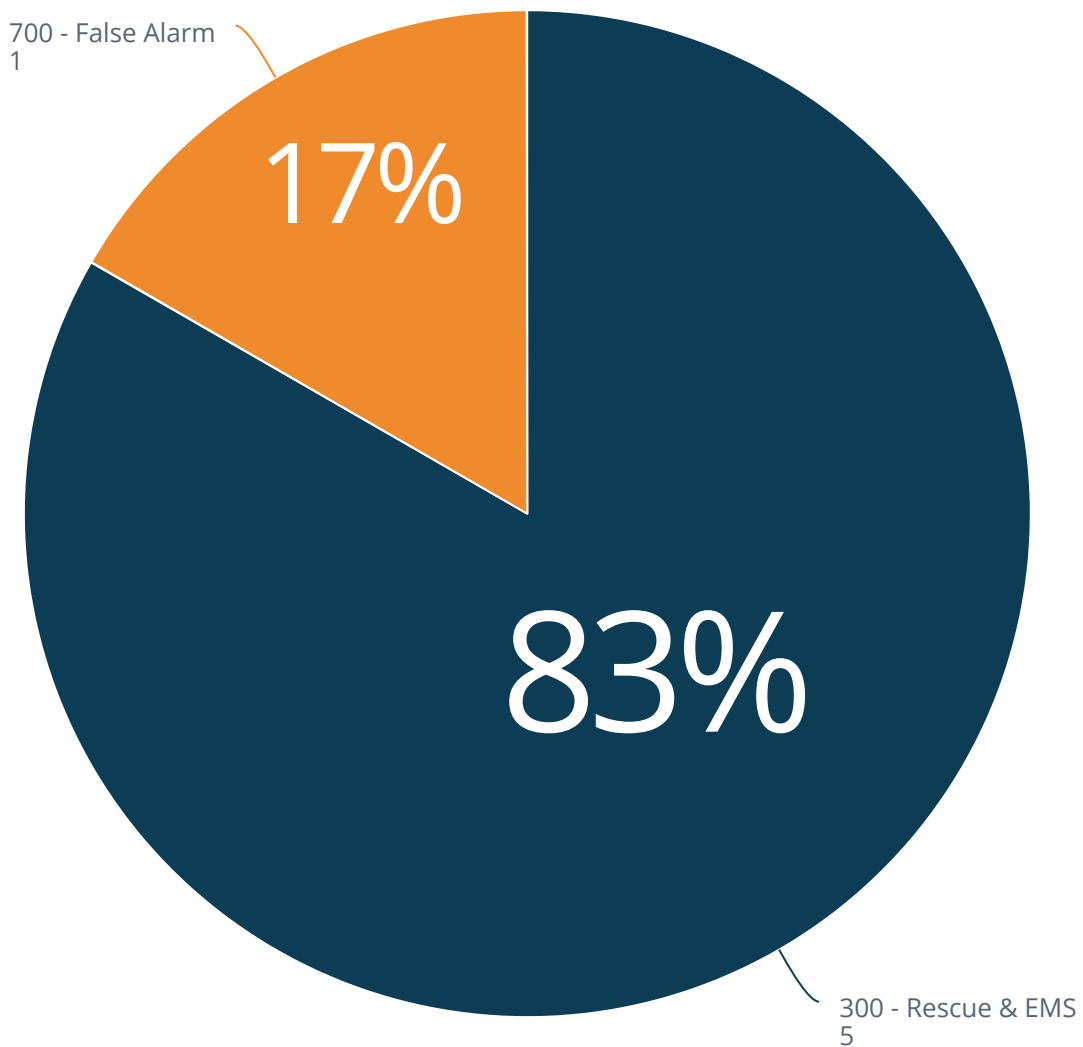
Alarm Date Range Last Month | **Is Locked** true | **Is Active** true | **Location City** YARROW POINT, Yarrow Point

Fire and EMS Summary

Count of Total Incidents

6

Percentage of Incident Type (with count)



Contract City Incident Summary (Yarrow Point) Jan 6, 2025 12:15:54 PM

Filter statement

Filters

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

Count of Incidents by Type

Incident Type Group	Incident Type	Type Code	Count
300 - Rescue & EMS	EMS Call, Medical	3211	4
	EMS Call, Other Accident/Trauma	3210	1
300 - Rescue & EMS Total			5
700 - False Alarm	Alarm system activation, no fire - unintentional	745	1
Count			6



PROJECT STATUS REPORT

REPORT DATE	PROJECT NAME	PREPARED BY
1/14/25	2024 94 th Ave NE UGC	Stacia Schroeder

STATUS SUMMARY

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

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

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

- Ongoing resident coordination to answer general questions and coordinate private underground conversions. Twenty (20) residents have been narrowed to eighteen (18):
 - 16 – converted completely or installed the empty conduits so far
 - 2 – owners have building permits for a new SFR (9330 & 9415 NE 40th)
- 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 is coordinating with Town Staff, the inspector, individual residents/contractors, and their own internal private overhead to underground crews to prioritize the completion of our project. Crews are currently scheduled to return right after the Martin Luther King Holiday:**
 - **Jan. 21-22: Complete 8 remaining private OH to UG conversions**
 - **Jan. 23-24: PSE to pull poles**
 - **NOTE: Lumen owns 5 poles and are standing by pending the Comcast work)**

The Town applied for and received a one-month extension to our DFW Eagle Take Permit. Fury crews are currently suspended, but they will return the week of Jan. 27th. Fury will complete all restoration work within 330’ of the eagle’s nest from Jan. 27-31; restoration outside the 330’ zone will be performed the first few weeks in February.

NOTE: PSE is responsible for providing notice to customers in advance of any outage according to their internal policies.

- The PSE IntoLight contract was approved by the Town Council on March 12, 2024. **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.**
- 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 will be on-site periodically throughout the month of January to complete their scope of work, but they are not holding up any portion of our project.

COMCAST:

Comcast is the only remaining purveyor on the poles. They completed their underground wire installation, but **need to shut down the system overnight on January 14 and 15 (12am – 6am)** to splice over the new wires to the existing mainline.

Once that task is complete, **they will perform private OH to UG conversions January 16-17.**

NOTE: Comcast installed an above ground battery backup cabinet near the southwest corner of Morningside Park on 95th. After several weeks of review and coordination, Gray and Osborne determined this is the only way to provide this required electrical appurtenance and Town Staff verified it is allowed under their current franchise agreement according to the provision below:

C) Vaults and Pedestals – Comcast agrees to utilize flush mounted vaults throughout the Town for all its non-electrified cable equipment; and use above ground pedestals for necessary electrified cable equipment like power supplies, nodes, amplifiers, and outdoor WiFi receivers.

- Amendment No. 3 was approved and Gray & Osborne – G&O is working on the following tasks:
 - June 1 – **Jan. 31**: G&O will provide limited inspection, surveying, and project management support to town staff.
 - **Feb. 1 – Feb. 28, 2025**: G&O will provide project closeout services.
- King County Roads – TYP will participate in KC Road's 2025 Pavement Preservation Program to grind and overlay the affected streets. **The Town received a TIB grant for \$540,000 on Nov. 22, 2024 (roughly the full amount of the anticipated cost less the required 10% match).**

PROJECT OVERVIEW

TASK	% DONE	TARGET DUE DATE	LEAD	NOTES
Survey	100	March 2021	PACE/ Town Engineer	
Final Design		2022-2023	Gray & Osborne/ Town Engineer	
PSE	100			
City of Bellevue Utilities Dept.	100			
Comcast/ Lumen Final Design	100			
TYP Stormwater & Landscape Design including Bid Documents	100	2023-2024	Gray & Osborne/ Town Engineer	
Bidding	100	Winter 2023/2024	Gray & Osborne/ Town Engineer	
Construction	95	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 – Dec. 31, 2024 Fury Site Works Construction Contractor	\$2,057,472*	\$1,941,284.19		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: \$94,637.18
Mar. 24 – Nov. 30, 2024 Gray & Osborne Inspection, Surveying, Project Management Support	\$190,000	\$123,742.15		G&O Contract Amendment No. 3 – Construction Inspection, Surveying, Project Management Support \$158,500; Budget is ~10% higher based on past project experience; Sallys Alley East is separate.
Mar. 13 – Dec. 31, 2024 Town Engineer Project Management	\$97,500	\$46,798.55		Town Expenses – Estimated \$2,500 for permits Sallys Alley East is separate.
Winter 2024 PSE Schedule 74 (Power)	\$200,000	\$0		NOTE: PSE issues one final bill after the project is complete (Winter 2025). Anticipated cost is \$100,000 after 60/40 construction credit, but budget is higher to buffer against any potential increases.
Spring-Winter 2024 PSE Schedule 51 (Lights)	\$74,893	\$74,892.12		Complete; billed out 12/4/24
Spring-Winter 2024 10% Contingency	\$330,627*	\$0		NOTE: All contingency expenditures must be approved by Town Council. *CO #1: +\$62,400 redistributed to contingency
Construction Total:	\$2,950,492	\$2,186,717.01		\$2,281,354.19 w/ retainage being held
Summer 2025 – King County Roads	\$720,000*	\$0		Awarded \$540,000 TIB Grant 11/22/24 KC Roads 60% project estimate \$620,530 *Updated to reflect the latest CIP/TIP value plus 20% contingency in budget
Jan. 2021 – Nov. 30, 2024 Design and Const. Project Total:	\$3,808,742*	\$2,413,980.36		\$2,508,617.54 w/ retainage being held

RISK AND ISSUE HISTORY

ISSUE	STATUS	DATE

CONCLUSIONS/NEXT STEPS

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

Public Bid: January 31 – February 21, 2024

Town Council March 12, 2024 Approvals:

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

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

May 10, 2024 – Town Posted Project Notification Letter

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

June – Dec. 2024: Construction

Jan. 2025: Project Closeout

June 2025: Road Grind and Overlay

**TOWN OF YARROW POINT
TOWN PLANNING COMMISSION SPECIAL MEETING
December 18, 2024
7:00 p.m.**

The Town Planning Commission of the Town of Yarrow Point, Washington met in special session on Wednesday, December 18, 2024, at 7:00 p.m. in the Council Chambers of Town Hall.

PLANNING COMMISSION PRESENT: Chair Carl Hellings, Commissioners, Chuck Hirsch (remote), Lee Sims and David Feller

STAFF PRESENT: Deputy Clerk Austen Wilcox, Planner Aleksandr Romanenko

1. CALL TO ORDER

Chair Hellings called the Planning Commission meeting to order at 7:04 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

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

VOTE: 4 for, 0 against. Motion carried.

5. APPROVAL OF THE MINUTES

- November 19, 2024 Regular Meeting

MOTION: Motion by Chairman Helling, seconded by Commissioner Sims to approve the November 19, 2024 regular meeting minutes as presented.

VOTE: 3 for, 0 against. 1 Abstained. Motion carried. *Commissioner Feller abstained.*

6. STAFF REPORTS

Planner Romanenko shared a report from the December 10 Council meeting.

7. PUBLIC COMMENT

No comment.

8. REGULAR BUSINESS

8.1 – Middle Housing

Planner Romanenko shared state requirements for middle housing and the Commission discussed potential design criteria the Town could create to adhere to State requirements.

Commissioner Hirsch left the meeting at 8:00 p.m.

MOTION: Motion by Chairman Hellings, seconded by Commissioner Feller move to direct staff to incorporate discussed elements into the draft code.

VOTE: 3 for, 0 against. Motion carried.

8.2 – Consolidated Permit Review

MOTION: Motion by Chairman Hellings, seconded by Commissioner Feller move to table AB 8.2 Consolidated Permit Review until the next meeting.

VOTE: 3 for, 0 against. Motion carried

The Planning Commission discussed meeting at 6:00 p.m. for the January 2025 meeting to get an earlier start to discuss Middle Housing.

9. PUBLIC COMMENT

No comment.

10. ADJOURNMENT:

MOTION: Motion by Commissioner Sims, seconded by Commissioner Feller to adjourn the meeting at 10:13 p.m.

VOTE: 3 for, 0 against. Motion carried.

Carl Hellings, Chair

Attest: Austen Wilcox, Deputy Clerk

DRAFT

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

Consent Calendar
January 14, 2025

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

Exhibits: Exhibits included for items listed for consideration.

Summary:

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

Consent Calendar Items for Consideration:

- A. January Payment Approval in the amount of \$301,424.98 plus Payroll Report in the amount of \$39,051.64, for a total of \$340,476.62.
- B. December 10, 2024 Council meeting minutes
- C. Ordinance No. 762: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON GRANTING THE CITY OF BELLEVUE A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, ADD TO, ALTER, MAINTAIN, OPERATE, REPAIR, AND REPLACE A WATER AND WASTEWATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE TOWN OF YARROW POINT, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.
- D. Approval of Iron Creek Proposal for 9005 NE 37th Place Stormwater Maintenance

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
AWC						
61	AWC	134678	AWC 2025 city membership	01/01/2025	707.00	707.00
Total AWC:					707.00	
Banner Bank						
700	Banner Bank	12182024	Constant Contact	12/18/2024	96.98	
700	Banner Bank	12182024	AWS, Msft, etc.	12/18/2024	624.42	
700	Banner Bank	12182024	Office supplies	12/18/2024	252.02	
700	Banner Bank	12182024	Mulch, plants	12/18/2024	2,446.52	
700	Banner Bank	12182024	Hedge Trimmer kit	12/18/2024	513.05	
700	Banner Bank	12182024	Comcast phone, internet, fax	12/18/2024	539.65	
700	Banner Bank	12182024	Council meeting expenses	12/18/2024	382.61	
700	Banner Bank	12182024	Christmas Ship Event	12/18/2024	368.06	2024 Expense
Total Banner Bank:					5,223.31	
CASELLE, INC.						
1300	CASELLE, INC.	137033	Create Tree Permit Form	11/25/2024	740.00	
1300	CASELLE, INC.	138157	Monthly contract	01/01/2025	805.56	1,545.56
Total CASELLE, INC.:					1,545.56	
CITY OF BELLEVUE						
212	CITY OF BELLEVUE	12102024	Sewer and Water service	12/10/2024	661.25	
212	CITY OF BELLEVUE	12242024	Water service	12/24/2024	71.61	2024 Expense
Total CITY OF BELLEVUE:					732.86	
City of Bellevue						
233	City of Bellevue	51155	2024 LEOFF1 Payment	12/17/2024	6,622.00	2024 Expense
Total City of Bellevue:					6,622.00	
CITY OF CLYDE HILL						
10	CITY OF CLYDE HILL	2025-01	Police Contract - 1st Qtr 2025	01/02/2025	145,024.25	145,024.25
10	CITY OF CLYDE HILL	2025-01	Criminal Justice - 4th Qtr 2024	01/02/2025	4,687.69	2024 Expense
Total CITY OF CLYDE HILL:					149,711.94	
CODE PUBLISHING						
108	CODE PUBLISHING	GCI0016166	Update municipal code	12/11/2024	431.90	2024 Expense
Total CODE PUBLISHING:					431.90	
CRYSTAL AND SIERRA SPRINGS						
1046	CRYSTAL AND SIERRA SPRING	121424	Town Hall water cooler	12/14/2024	73.18	2024 Expense
Total CRYSTALAND SIERRA SPRINGS:					73.18	
Flock Group, Inc.						
308	Flock Group, Inc.	INV-50071	FLock Safey 5-yr Agreement	10/18/2024	13,432.53	13,432.53

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
					13,432.53	
	Total Flock Group, Inc.:					
Fury Site Works, Inc.						
530	Fury Site Works, Inc.	ESTIMATE 7	94th Stormwater and UGC Project	01/06/2025	23,826.60	
530	Fury Site Works, Inc.	ESTIMATE 7	94th Stormwater and UGC Project	01/06/2025	389.41	2024 Expense
	Total Fury Site Works, Inc.:					
Fusedge						
540	Fusedge	1138	Service call on AV equipment	12/13/2024	165.30	2024 Expense
	Total Fusedge:					
Gaylynn Brien						
1151	Gaylynn Brien	790	Sales Tax reports	12/31/2024	50.00	2024 Expense
	Total Gaylynn Brien:					
Harris, Katy K						
459	Harris, Katy K	122024	Reimburse cell phone - November	12/01/2024	104.97	
459	Harris, Katy K	1224	Reimburse cell phone - December	01/02/2025	102.75	2024 Expense
	Total Harris, Katy K:					
ISOOutsource						
1301	ISOOutsource	CW303928	Workstation Vulnerability	11/30/2024	253.40	
1301	ISOOutsource	CW304674	Monthly BlueVault Vulnerability Mgmt	12/18/2024	110.20	
1301	ISOOutsource	CW305048	Server drive replace, Workstation Vulnerability	12/31/2024	444.80	2024 Expense
	Total ISOOutsource:					
King County Finance						
603	King County Finance	138266	Striping, STOP bars, raised pavement markers	11/30/2024	1,051.18	2024 Expense
	Total King County Finance:					
King County Municipal Clerks' Associatio						
473	King County Municipal Clerks' Ass	2025	2025 Membership Dues	01/07/2025	35.00	35.00
	Total King County Municipal Clerks' Associatio:					
KIRKLAND MUNICIPAL COURT						
111	KIRKLAND MUNICIPAL COURT	DEC24YPT	Court Costs	12/16/2024	163.28	2024 Expense
	Total KIRKLAND MUNICIPAL COURT:					
Klean Lots						
538	Klean Lots	2439	Street Cleaning	01/01/2025	515.00	
538	Klean Lots	2439	Street Cleaning	01/01/2025	515.00	1,030.00
	Total Klean Lots:					
MUNICIPAL SERVICES LLC						
350	MUNICIPAL SERVICES LLC	122024	Building Permit Inspections	12/31/2024	4,034.84	
350	MUNICIPAL SERVICES LLC	122024	Mechanical/Plumbing Permit Inspections	12/31/2024	446.54	
350	MUNICIPAL SERVICES LLC	122024	Demo Permit Inspections	12/31/2024	190.52	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
350	MUNICIPAL SERVICES LLC	122024	Invoice prep	12/31/2024	218.75	
350	MUNICIPAL SERVICES LLC	122024	Code Enforcement	12/31/2024	63.17	2024 Expense
Total MUNICIPAL SERVICES LLC:					4,953.82	
NORTHWEST CIVIL SOLUTIONS						
450	NORTHWEST CIVIL SOLUTIONS	122024	Update Standard Plans and Details	12/31/2024	40.05	
450	NORTHWEST CIVIL SOLUTIONS	122024	94th UGC and Storm Improvement Project	12/31/2024	2,635.29	
450	NORTHWEST CIVIL SOLUTIONS	122024	94th UGC and Storm Improvement Project	12/31/2024	1,129.41	
450	NORTHWEST CIVIL SOLUTIONS	122024	Site Development	12/31/2024	520.65	
450	NORTHWEST CIVIL SOLUTIONS	122024	Right of Way permit	12/31/2024	320.40	
450	NORTHWEST CIVIL SOLUTIONS	122024	General Admin - Sally's Alley	12/31/2024	200.25	
450	NORTHWEST CIVIL SOLUTIONS	122024	General Administration	12/31/2024	1,281.60	2024 Expense
Total NORTHWEST CIVIL SOLUTIONS:					6,127.65	
Ogden Murphy Wallace						
1390	Ogden Murphy Wallace	112024	Clerk	12/06/2024	132.00	
1390	Ogden Murphy Wallace	112024	Council - prepare for Council meeting	12/06/2024	1,386.00	
1390	Ogden Murphy Wallace	112024	Land Use	12/06/2024	1,434.00	
1390	Ogden Murphy Wallace	112024	Mayor/Executive	12/06/2024	594.00	
1390	Ogden Murphy Wallace	112024	Bellevue Water/Sewer Franchise	12/06/2024	825.00	
1390	Ogden Murphy Wallace	112024	Code Enforcement	12/06/2024	66.00	
1390	Ogden Murphy Wallace	112024	Zhao Litigation	12/06/2024	6,171.00	
1390	Ogden Murphy Wallace	112024	Zhao NOV	12/06/2024	2,524.50	2024 Expense
Total Ogden Murphy Wallace:					13,132.50	
PRO-VAC						
1379	PRO-VAC	217866355	Clean and TV 400' of existing Storm	12/11/2024	6,944.58	2024 Expense
Total PRO-VAC:					6,944.58	
PUGET SOUND ENERGY						
604	PUGET SOUND ENERGY	12052024	Town Hall service	12/05/2024	425.12	
604	PUGET SOUND ENERGY	12052024	Street Lights	12/05/2024	1,798.14	2024 Expense
Total PUGET SOUND ENERGY:					2,223.26	
SBN Planning LLC						
154	SBN Planning LLC	102024B	Building Permits	10/31/2024	2,110.04	
154	SBN Planning LLC	102024B	Mechaniical permits	10/31/2024	125.73	
154	SBN Planning LLC	102024B	Pre-applications	10/31/2024	419.10	
154	SBN Planning LLC	102024B	Climate Planning	10/31/2024	670.56	
154	SBN Planning LLC	102024B	Consolidated Permit Review	10/31/2024	2,137.41	
154	SBN Planning LLC	102024B	Comprehensive Plan	10/31/2024	1,047.75	
154	SBN Planning LLC	102024B	Middle Housing	10/31/2024	293.37	
154	SBN Planning LLC	102024B	General Administration	10/31/2024	4,195.07	
154	SBN Planning LLC	YP-029	Building Permits	12/31/2024	1,047.75	
154	SBN Planning LLC	YP-029	Shoreline Exemption	12/31/2024	167.64	
154	SBN Planning LLC	YP-029	Mechanical permits	12/31/2024	125.73	
154	SBN Planning LLC	YP-029	Shorelikne Substantial Development	12/31/2024	167.64	
154	SBN Planning LLC	YP-029	Pre-applications	12/31/2024	83.82	
154	SBN Planning LLC	YP-029	General Administration	12/31/2024	2,299.17	
154	SBN Planning LLC	YP-029	Comprehensive Plan	12/31/2024	754.38	
154	SBN Planning LLC	YP-029	Middle Housing	12/31/2024	502.92	
154	SBN Planning LLC	YP-029	Consolidated Permit Review	12/31/2024	838.20	

10,999.03 to replace lost check - 2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
154	SBN Planning LLC	YP-029	Climate Planning	12/31/2024	335.28	6,322.53 2024 Expense
Total SBN Planning LLC:					17,321.56	
Sound Cities Association						
1380	Sound Cities Association	5030	2025 SCA Dues	12/10/2024	885.53	885.53
Total Sound Cities Association:					885.53	
Sound View Strategies LLC						
521	Sound View Strategies LLC	3422	Consulting Services - Dec '24	12/31/2024	500.00	2024 Expense
Total Sound View Strategies LLC:					500.00	
State Department of Transportation						
280	State Department of Transportatio	605251	Gas for town truck	11/30/2024	98.29	
280	State Department of Transportatio	606251	Gas for town truck	12/31/2024	98.12	2024 Expense
Total State Department of Transportation:					196.41	
THE SEATTLE TIMES						
192	THE SEATTLE TIMES	65900	Ordinance publications	12/31/2024	607.50	2024 Expense
Total THE SEATTLE TIMES:					607.50	
Washington Cities Insurance Authori						
211	Washington Cities Insurance Auth	200411	Liability, Property and Auto Insurance	01/01/2025	42,325.00	42,325.00
Total Washington Cities Insurance Authori:					42,325.00	
Grand Totals:					301,424.98	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	YTD Payments
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Certification of the Consent Calendar as presented including the Payment Approval Report dated 01/08/2025 approving payments as shown totaling \$301,424.98 plus payroll, tax, and benefit expenses of \$39,051.64, as shown on the attached payroll & tax and benefits report, for a grand total of \$340,476.62.

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: January 14, 2025

Clerk-Treasurer: _____

Mayor: _____

Councilmember:

Steve Bush: _____

Michael Hyman: _____

Stephan Lagerholm: _____

Chuck Porter: _____

Kathy Smith: _____

Report Criteria:

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

Report Criteria:

- Includes all check types
- Includes unprinted checks

Pay Period Date	Journal Code	Check Issue Date	Check Number	Payee	Payee ID	Description	GL Account	Amount	D
12/31/2024	PC	12/20/2024	7283	Kuprishov, Kirill	9051		999-1010110	147.76-	
12/31/2024	PC	12/20/2024	1220241	Lovas, Istvan	9002		999-1010110	5,457.27-	D
12/31/2024	PC	12/20/2024	1220242	Wilcox, Austen	9037		999-1010110	5,589.48-	D
12/31/2024	PC	12/20/2024	1220243	Ritter, Bonnie	9041		999-1010110	8,206.90-	D
12/31/2024	PC	12/20/2024	1220244	Harris, Kathryn K	9047		999-1010110	1,878.41-	D
12/31/2024	CDPT	12/17/2024	82320327	Association of Washington Cities	9	Health and Dental Insurance Visio	999-1010110	3,902.88-	
12/31/2024	CDPT	12/17/2024	82320328	DEPT OF RETIREMENT SYSTEM	1	State Retirement PERS II Pay Per	999-1010110	4,210.07-	
12/31/2024	CDPT	12/17/2024	82320329	Federal Tax	2	941 Taxes Federal Withholding Tax	999-1010110	8,977.09-	
12/31/2024	CDPT	12/17/2024	82320330	DEPT OF LABOR & INDUSTRY	6	Quarterly L & I Workers Compensa	999-1010110	325.26-	
12/31/2024	CDPT	12/17/2024	82320331	EMPLOYMENT SECURITY DEPT	5	Quarterly Employment Security Pay	999-1010110	61.49-	
12/31/2024	CDPT	12/17/2024	82320332	EMPLOYMENT SECURITY DEPT	8	Quarterly WA FMLA WA Paid Fami	999-1010110	161.50-	
12/31/2024	CDPT	12/17/2024	82320333	WA Cares	10	WA CARES Long Term Ins. Pay P	999-1010110	133.53-	
Grand Totals:								<u>39,051.64-</u>	
								<u>12</u>	

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

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

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

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

1. CALL TO ORDER:

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

Mayor Harris requested rearranging the agenda, moving 8.6 and 8.7 after 8.4, followed by the executive session, 8.5 Final Budget, and 8.8 Bellevue Franchise.

Motion by Bush, seconded by Porter to amend the agenda as requested by the Mayor. All voted in favor. Motion carried.

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

5. STAFF REPORTS

A. Commander Hanson presented the Police Report for November

B. Fire-EMS Report

C. Town Engineer Report – 94th Ave NE UGC and Stormwater Project. Engineer Schroeder stated that she will check on the question raised by Councilmember Bush as to the result if someone would damage the Comcast above ground battery backup cabinet near the SW corner of Morningside Park on 95th.

D. Commission Minutes – November 19, 2024 Planning Commission meeting; November 26, 2024 Park Commission meeting.

6. APPEARANCES / PUBLIC COMMENT

Andy Valaas stated he believes that the proposed 2025 budget is bad government and claimed that the additional legal added to the agenda was not transparent.

Randy Heath complained about the management of the MN Construction project taking place on Points Drive near Queen Bee. He stated that three significant trees that were removed are not on the approved tree removal permit plan. The Mayor explained that the tree permit had been revised to accommodate those trees in question.

7. CONSENT AGENDA

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

A. December Payment Approval in the amount of \$476,528.70 plus Payroll Report in the amount of \$37,644.89, for a total of \$514,173.59.

B. November 12, 2024 Council meeting minutes

C. November 26, 2024 special Council meeting minutes

D. RESOLUTION NO. 378: A RESOLUTION OF THE TOWN OF YARROW POINT, WASHINGTON, ESTABLISHING A SMALL PUBLIC WORKS ROSTER AND THE AUTHORITY TO USE THE ROSTER PROCESS TO AWARD PUBLIC WORKS CONTRACTS; A CONSULTING SERVICES ROSTER FOR ARCHITECTURAL, ENGINEER, AND OTHER PROFESSIONAL SERVICES; A VENDOR ROSTER FOR GOODS AND SERVICES NOT RELATED TO PUBLIC WORKS CONTRACTS; ADOPTING AN UPDATED PURCHASING POLICY, AND ESTABLISHING AN EFFECTIVE DATE.

8. REGULAR BUSINESS

8.1. 2005 Grind and Overlay Project – Project Obligation Documents

Motion by Hyman, seconded by Smith to authorize the Mayor and Clerk-Treasurer to sign the TIB Project Funding Status Form and authorize the Mayor to sign the TIB Grant Agreement. All voted in favor. Motion carried.

8.2 2004 Budget Amendment

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

ORDINANCE NO. 757: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING THE BUDGET FOR FISCAL YEAR 2024 TO ACCOUNT FOR UNFORESEEN EXPENDITURES; AND ESTABLISHING AN EFFECTIVE DATE.

8.3 Mayor Compensation

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

ORDINANCE NO. 758: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON AMENDING THE MAYOR HONORARY PAYMENT TO BE TERMED COMPENSATION FOR SERVICES RENDERED IN HER CAPACITY AS OFFICIAL REPRESENTATIVE OF THE TOWN; SETTING THE AMOUNT OF 2025 ANNUAL COMPENSATION AT \$60,000 PLUS BENEFITS AS STATED IN THE 2025 BUDGET: AND SETTING THE EFFECTIVE DATE

8.4 Establishing a Transportation Benefit District

A. Public Hearing. Mayor Harris called the public hearing to order at 4:47 p.m. and upon hearing no comment, closed the public hearing at 4:48 p.m.

B. Motion by Bush, seconded by Smith to adopt the following ordinance as amended, noting the amendment is to impose the .1% sales and use tax, and not the \$20/vehicle fee. The following voted in favor: Bush, Porter and Smith. The following voted against: Lagerholm. The following abstained: Hyman. Motion carried.

ORDINANCE NO. 760: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING THE YARROW POINT MUNICIPAL CODE (YPMC) TO ENACT A NEW CHAPTER 3.50 – YARROW POINT TRANSPORTATION BENEFIT DISTRICT, ESTABLISHING A TRANSPORTATION BENEFIT DISTRICT, SPECIFYING THE BOUNDARIES FOR THE TRANSPORTATION BENEFIT DISTRICT, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE

8.6 Comprehensive Plan Adoption

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

ORDINANCE NO. 761: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, REPEALING THE 2015 COMPREHENSIVE PLAN; ADOPTING THE 2024 YARROW POINT COMPREHENSIVE PLAN IN COMPLIANCE WITH THE REQUIREMENTS OF THE GROWTH MANAGEMENT ACT; ADOPTING LEGISLATIVE FINDINGS IN SUPPORT OF SAID AMENDMENT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE

8.7 Appoint Mayor Pro Tem

Motion by Porter, seconded by Bush to re-appoint Councilmember Hyman to serve as Mayor Pro Tem according to RCW, to serve from January 1, 2025 through June 30, 2025. All voted in favor. Motion carried.

EXECUTIVE SESSION

At 5:15 p.m. Mayor Harris announced that the Council will go into 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). No action will take place during this executive session, and they will return to regular session at 5:45 p.m.

At 5:45 p.m. Mayor Harris reconvened the regular meeting, stating that the Council would go back into executive session for another 15 minutes.

At 6:00 p.m. Mayor Harris reconvened the regular Council meeting.

Motion by Smith, seconded by Bush to authorize the Mayor to sign a settlement agreement on the terms and conditions discussed in the executive session for the property at 3801 95th Ave. NE. All voted in favor. Motion carried.

8.5 2025 Final Budget

Mayor Harris noted that the hearing on the final budget was held on November 12, 2024. There were revisions suggested to the final budget ordinance that was included in the agenda packet.

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

ORDINANCE NO. 759: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON ADOPTING THE BUDGET FOR THE FISCAL YEAR 2025 AND SETTING FORTH IN SUMMARY FORM THE TOTAL OF ESTIMATED REVENUES AND EXPENDITURES FOR EACH SEPARATE FUND AND THE AGGREGATE TOTALS FOR ALL SUCH FUNDS COMBINED; AND ESTABLISHING AN EFFECTIVE DATE

8.8 City of Bellevue Franchise Agreement

Motion by Bush, seconded by Hyman to move this item to the January agenda for consideration on the consent agenda. All voted in favor. Motion carried.

9. MAYOR'S REPORT

10. OLD BUSINESS

Council will meet in special session on January 29, 2025 for high level five-year budget planning. Time to be determined.

Bush requested that the Mayor ask the Park Commission to come back with a plan for Sally's Alley that represents their number one priority. He suggests coming back with a plan for the path, keeping safety in mind with the existing driveway as a factor.

Lagerholm commented that the resident on the west end of Sally's Alley is parking his car on the area developed as the driveway turnaround, which was not its intended purpose. He requested that he be notified that he is not to park there.

11. COUNCIL ROUNDTABLE AND REQUESTS FOR FUTURE AGENDA ITEMS –

Bush requested that staff provide an emergency response plan for snow when the streets are blocked. He'd like to know what that plan is, so he knows how to respond to residents' questions. The Mayor will work on that. Lagerholm also wants to know what the Town's plan is when we have trees down from storms, as we recently witnessed.

Bush reiterated that the Town needs to have a plan that clearly outlines the Town's responsibilities and the residents' responsibilities with snow and storm events so that the Council knows how to respond to residents. If that policy is deviated from by an employee helping on private property, they are acting as a private citizen, not a Town employee for liability reasons.

12. ADJOURNMENT

Motion by Hyman, seconded by Bush to adjourn at 6:44 p.m. All voted in favor. Motion carried.

Katy Kinney Harris, Mayor

Attest: Bonnie Ritter, Clerk-Treasurer

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

Consent Calendar
January 14, 2025

City of Bellevue Franchise Agreement	Proposed Council Action: Approve Ordinance No. 762
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Presented by:	Mayor Katy Harris
Exhibits:	Ordinance No. 762

Summary:

Staff incorporated the edits from Council and the Engineer for this final draft. In December it was voted to accept the agreement with said edits and put it in the January Consent Calendar for approval.

Recommended Action:

Motion to adopt ORDINANCE NO. 762: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON GRANTING THE CITY OF BELLEVUE A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, ADD TO, ALTER, MAINTAIN, OPERATE, REPAIR, AND REPLACE A WATER AND WASTEWATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE TOWN OF YARROW POINT, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

**TOWN OF YARROW POINT
ORDINANCE NO. 762**

AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON GRANTING THE CITY OF BELLEVUE A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, ADD TO, ALTER, MAINTAIN, OPERATE, REPAIR, AND REPLACE A WATER AND WASTEWATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE TOWN OF YARROW POINT, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, the City of Bellevue, a Washington municipal corporation ("Franchisee"), owns water and wastewater facilities ("Facilities") located in the Town of Yarrow Point, a Washington non-charter municipal town ("Town"), and a portion of such Facilities are located within the Town right-of-way as hereinafter defined; and

WHEREAS, the water and wastewater services currently provided by the Franchisee are important for the health, safety, and welfare of the Town's residents, businesses, and visitors; and

WHEREAS, Chapters 35.67 and 35.92 RCW authorize the Franchisee to conduct water and wastewater services throughout any city and town, and construct and lay facilities along and upon public highways, roads and streets; and

WHEREAS, RCW 35.27.330 authorizes the Town to grant non-exclusive franchises for the use of the public streets above or below the surface of the ground by publicly owned and operated water and wastewater facilities; and

WHEREAS, the Town and the Franchisee have prepared this Franchise Agreement to provide for the operation of Franchisee Facilities within the Town right-of-way.

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

Section 1. Definitions.

Where used in this franchise (the "Franchise") these terms have the following meanings:

A. "Town" means the Town of Yarrow Point, a Washington municipal corporation, and its respective successors and assigns.

B. "Franchisee" means the City of Bellevue, a Washington municipal corporation, and its respective successors and assigns.

C. "Facility" or "Facilities" includes, but is not limited to, tanks, reservoirs, water treatment facilities, meters, pipes, mains, services, valves, blow offs, vaults, fire suppression water facilities, risers, manholes, generators, pressure reducing valves ("PRVs"), pump stations, meter stations, pump stations, lift stations, lines, and Franchisee-owned service lines located in the Franchise Area as defined below, and all other necessary or convenient facilities and appurtenances thereto for the sole purpose of operating a water and wastewater utility system, whether the same be located over, on, or underground. The term does not include facilities constructed by another water or wastewater utility that may have been abandoned prior to the Franchisee assuming responsibility for water or wastewater services within the Franchise Area.

D. "Franchise Area" means every and all of the public roads, streets, avenues, alleys, highways, rights-of-way, and public utility easements of the Town, as now laid out, platted, dedicated, acquired, conveyed, or improved; and any and all public Town roads, streets, avenues, alleys, highways, rights-of-way, and other public utility easements that may hereafter be laid out, platted, dedicated, acquired, conveyed or improved in the Franchisee's service area within the present corporate boundaries of the Town (as depicted in Exhibit B, attached hereto, which is by this reference incorporated as if fully set forth herein), and as such corporate boundaries may be extended within Franchisee's service area by annexation or otherwise, but shall not include private roads, streets, avenues, easements and alleys. The Franchise Area shall not include, and this Franchise shall not convey, any right to the Franchisee to install facilities on, or to otherwise use, Town owned or leased properties.

E. "Public Improvement Project" means, any capital improvement project planned by, undertaken by, or performed on behalf of the Town within the Franchise Area. The term shall include, but not be limited to, any construction, installation, relocation, widening, expansion, improvement, maintenance, repair or removal of roads, streets, sidewalks, parks, curbs, gutters, storm drainage facilities, sewer facilities, water facilities, or other capital improvement project within the Franchise Area that is planned by, undertaken by, or performed on behalf of the Town. However, any improvement project that is for the sole benefit of a private third party or another public agency, shall not be included within the meaning of the term; and said private third party or public agency shall be responsible for any relocation of the Franchisee's utilities consistent with this Agreement and to the fullest extent allowed by law.

F. "Party" or "Parties" means the Town or the Franchisee individually, or collectively as addressed in this Franchise.

G. "Revenue" means gross income received by the Franchisee from the sale of wastewater services and metered water to direct retail customers whose properties receiving such service from the Franchisee's water and wastewater system are located within the Town. Revenue shall not include: late fees; shut-off and reconnect fees; delinquent service charge collection costs

and expenses; surcharges; impact or mitigation fees; permit fees and costs; any type of connection charges, general facilities charges, or local facilities charges; local improvement Franchisee and utility local improvement Franchisee assessments and payments; grants; contributed assets (contributions in aid of construction); income to recover the cost of fire suppression facilities and to pay for the provision of fire suppression services; loans; income from legal settlements not related to retail and water sales to Franchisee customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; penalties; hydraulic modeling fees; water and wastewater system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

H. “Mayor” means the Mayor of the Town of Yarrow Point, or designee.

Section 2. Franchise Granted.

A. Pursuant to RCW 35.27.330, the Town hereby grants to Franchisee, its successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, the non-exclusive right, privilege, authority and franchise to enter upon, use, and occupy the Franchise Area to construct, install, lay, support, attach, maintain, repair, renew, replace, remove, enlarge, extend, operate, and use Facilities in, upon, over, under, along, through, and across the Franchise Area for purposes of its water and wastewater utility functions as defined in Title 35 RCW.

B. Nothing contained in this Franchise is to be construed as granting permission to the Franchisee to go upon any other public place other than those types of public places specifically designated as the Franchise Area in this Franchise. Permission to go upon any other property owned or controlled by the Town must be sought on a case-by-case basis from the Town and may require lease or rental payments as a condition of such use. This Franchise does not convey any right to the Franchisee to install its Facilities on, under, over or across any facility or structure owned by a third-party without such written approval of the third-party.

C. At all times during the term of this Franchise, the Franchisee shall fully comply with all applicable federal, state, and local laws and regulations and required permits, including, but not limited to, RCW 39.04.180 for construction trench safety systems, chapter 19.122 RCW for utility damage prevention, the State Environmental Policy Act (chapter 43.21C RCW), the State of Washington Pollution Control Law (chapter 90.48 RCW), and the Federal Clean Water Act (33 USC §§ 1251-1387). Except as otherwise provided in this Franchise, no substantive expansions, additions to or modifications or relocation of any of the Facilities shall be permitted without first having received appropriate permits from the Town.

D. The authority granted herein is a limited authorization to occupy and use the Franchise Area. Nothing contained herein shall be construed to grant or convey any right, title, or interest in any portion of the Franchise Area to the Franchisee other than for the purpose of providing water and wastewater utility services. If the Franchisee elects to expand the services

provided within the Town beyond water and wastewater services, it shall provide written notification of the addition of such services at least thirty (30) days in advance of the date such provision of services are offered for sale or otherwise provided.

Section 3. Non-interference of Facilities.

A. The Franchisee's Facilities shall be located, relocated, and maintained within the Franchise Area so as not to unreasonably interfere with the free and safe passage of pedestrian, bicycle, vehicular traffic, and ingress or egress to or from the abutting property, and in accordance with the laws of the State of Washington and the Town of Yarrow Point. Nothing herein shall preclude the Franchisee from effecting temporary road closures as reasonably necessary during construction or maintenance of its Facilities provided the Franchisee receives prior Town approval through an appropriate permit, which shall not be unreasonably withheld, and, provided further, the Franchisee shall have the right to effect temporary road closures in the event of emergencies to maintain, repair, and replace its Facilities without prior Town approval, but the Franchisee shall obtain Town approval of such road closures as soon as reasonably possible, which approval shall not be unreasonably withheld.

Section 4. Relocation of Facilities.

A. The Franchisee agrees and covenants to protect, support, temporarily disconnect, relocate or remove from the Franchise Area any of its Facilities when reasonably required by the Town by reason of a Public Improvement Project, provided that the Franchisee shall have the privilege to temporarily or permanently bypass, in the authorized portion of the same right-of-way upon approval by the Town, sections of the Facilities to be temporarily disconnected or removed. Except as otherwise provided by law, the costs and expenses associated with relocations ordered pursuant to this Section shall be borne by the Franchisee if the relocation is the result of a Public Improvement Project.

B. If the Town determines a Public Improvement Project necessitates the relocation or possible relocation of the Franchisee's then existing Facilities, the Town shall promptly inform the Franchisee of said need and shall initiate discussions as follows:

1. The Town will consult with the Franchisee in the pre-design phase of any Public Improvement Project in order to coordinate the Public Improvement Project's design with Franchisee's Facilities within such project's area.

2. The Franchisee shall participate in predesign meetings until such time as (i) both parties mutually determine that Franchisee's Facilities will not be affected by the Public Improvement Project, or (ii) the parties execute a relocation and cost share agreement as provided in Subsection C below, or (iii) until the Town provides Franchisee with written notice regarding the relocation as provided in Subsection D below.

3. The Franchisee shall, during the predesign phase, evaluate and promptly provide comments to the Town related to any designs, alternatives to possible relocations, or alternatively, request that the parties execute a relocation agreement pursuant to Subsection C below. The Town will give any alternatives or agreement proposed by the Franchisee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the Town's reasonable judgment. In the event the Town ultimately determines that there is no other reasonable or feasible alternative, the Town shall provide a written explanation of its decisions and the Franchisee shall relocate its Facilities as otherwise provided in this section. For clarity purposes only, any alternative does not have to be fully designed.

C. The Franchisee may propose that the parties execute a relocation and cost sharing agreement that allows the Town to relocate the Franchisee's conflicting water or wastewater facilities as a component of the Public Improvement Project, with design and construction of any relocation to be approved by the Franchisee, which approval may not be unreasonably withheld, and with all design and construction costs related to the relocation to be reimbursed by the Franchisee. Due to improved design and construction efficiencies, this is the Franchisee's preferred method for relocating Franchisee's water and sewer infrastructure. If such an agreement is elected, such an agreement shall be developed/executed prior to the design phase of the Public Improvement Project, and shall include, but not be limited to, agreed upon design standards and specifications, design review, construction and inspection requirements, payment procedures, and dispute resolutions processes.

D. If a relocation agreement is not executed, the Town will provide the Franchisee, in writing, the date certain by which relocation of the Facilities is to be accomplished ("relocation notice"). The Town will provide this relocation notice as soon as reasonably possible, endeavoring to provide no less than three-hundred sixty five (365) days prior to the commencement of the construction of such Public Improvement Project, however, in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 4.B, the City will notify the Franchisee during the predesign meetings and the process mandated by the grant funding will control.

E. In the event of an emergency that involves the Franchisee's Facilities and poses a threat to public health, safety, or welfare, the Town shall provide the Franchisee notice as soon as practicable of the need for any emergency relocation and/or repair. To report an emergency, the Town shall, at a minimum, contact the Franchisee's 24-Hour Emergency Hotline (425-452-7840); and, as time permits, provide written notice to the appropriate staff contact for the Franchisee. The Franchisee shall provide a list of appropriate staff contacts, which shall be updated quarterly (without need to amend this Agreement), so the Town might identify the appropriate individual to receive notice and request updates regarding any emergency repair/relocation/mitigation response. If the Franchisee is unable to promptly respond to and address the emergency, then the Town will: (i) perform the necessary repair/relocation/mitigation itself, (ii) coordinate with Franchisee regarding any repair/relocation/mitigation effort, and (iii) be reimbursed for any emergency repair/relocation/mitigation costs reasonably incurred by the Town, consistent with the Franchisee's claims process. In performing any emergency work authorized under this subsection, the Town shall perform the repair/relocation/mitigation in a professional and workmanlike manner, consistent with all applicable laws and the Franchisee's engineering standards.

F. The provisions of this Section shall in no manner preclude or restrict the Franchisee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person or entity other than the Town, where the facilities to be constructed by said person or entity are not or will not become Town-owned, operated or maintained facilities, provided that such arrangements do not unduly delay a Town construction project.

G. The Franchisee will indemnify, hold harmless, and pay the costs of defending the Town against any and all claims, suits, actions, damages, or liabilities for delays on Town construction projects caused by or arising out of the failure of the Franchisee to remove or relocate its Facilities in a timely manner; provided, that the Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of the Franchisee or the negligence, willful misconduct, or unreasonable notice (defined as not providing notice consistent with Subsections 4(B) and 4(D)) of the Town. In the event the Town decides not to proceed with any Public Improvement Project that required the Franchisee to relocate its facilities pursuant to this Section and the Franchisee incurs costs as a result of the Town's previous direction, then the Town shall reimburse the Franchisee for any costs incurred.

H. The provisions of this section shall survive the expiration or termination of this Franchise during such time as the Franchisee continues to utilize Facilities in the rights-of-way. Additionally, these provisions of this section are applicable only so long as the right-of-way is owned and/or controlled by the Town.

I. If the Town performs any grind and overlay that may change the grade of the right-of-way, the need to raise and adjust Facilities (e.g. manhole covers, valve boxes, access covers) shall not be considered a relocation pursuant to this Section 4 and shall not require the Franchisee to relocate the same. Upon sixty (60) days written notice of any Town sponsored grind/overlay

project, the Franchisee and Town shall perform a joint inspection and assessment of the Facilities to determine if any replacement rings, manhole, boxes, lids, and/or any other applicable replacement facilities (collectively “replacement facilities”) may be required. In the event the joint assessment concludes, replacement facilities are required (e.g. to resolve any “dishing”), then the Franchisee shall provide, at its sole cost and expense, said replacement facilities to the Town. The Town shall assume all other costs related to raising and adjusting Facilities as described in this paragraph. For clarity, the inspection/assessment referenced in this subsection shall use the Franchisee’s published maintenance standards then in effect – a copy of which will be provided in advance of any inspection/assessment.

J. Except for Public Improvement Projects, whenever any Third Party requires the relocation of the Franchisee’s Facilities to accommodate work of such Third Party within the Franchise Area, the Franchisee shall have the right as a condition of any such relocation to receive notice of the proposed work, to review plans, and require payment to the Franchisee, at a time and upon terms acceptable to the Franchisee, for any and all costs and expenses incurred by the Franchisee in the relocation of the Franchisee’s Facilities. Unless the Franchisee agrees to relocate the Facilities itself (which shall be reimbursed by the Third Party), the Third Party shall perform the relocation, consistent with all applicable laws and engineering standards of the Franchisee.

K. Except for Public Improvement Projects, any condition or requirement imposed by the Town upon any Third Party, which requires the relocation of the Franchisee’s Facilities within the Franchise Area, shall include a condition or requirement causing relocation of the Franchisee’s Facilities to occur subject to the provisions of Section 4(I) above.

L. Notwithstanding anything to the contrary herein, if the Town requires the subsequent relocation of any Facilities within five (5) years from the date of installation or relocation, then the Town shall bear the entire cost of such subsequent relocation.

M. Nothing in this Franchise shall require the Franchisee to bear any costs or expense in connection with the relocation of any Facilities existing under benefit of easement (other than Town owned utility easements) or other rights not arising under this Franchise.

N. Nothing in this Section 4 shall be construed to be a waiver of any right of either the Franchisee or the Town to contest any claim or assertion by the other of responsibility to pay such cost or expense.

Section 5. Maps and Records.

A. After any construction by the Franchisee within the Franchise Area is complete, the Franchisee shall provide the Town with accurate copies of as-built plans and maps in a form and content reasonably prescribed by the Public Works Director or designee. These plans and maps shall be provided at no cost to the Town, and shall include hard copies and digital files in Autocad or other industry standard readable format acceptable to the Town and delivered

electronically. Thereafter, the Franchisee shall provide such maps within 10 days following a request from the Town. If additional copies are required after initial production consistent with this paragraph, such copies shall be provided at Town's sole cost and expense.

B. Within thirty (30) days of a written request from the Town, the Franchisee shall furnish the Town with information sufficient to demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

C. All books, records, maps and other documents, maintained by the Franchisee with respect to its Facilities within the Franchise Area shall be made available for inspection by the Town at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require the Franchisee to violate state or federal law regarding customer privacy, nor shall this section be construed to require the Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise prohibited by State or federal law, nothing in this section shall be construed as permission to withhold relevant customer data from the Town which the Town requests in conjunction with a tax audit or review; provided, however, the Franchisee may redact identifying information such as names, street addresses (excluding Town and zip code), Social Security Numbers, Employer Identification Numbers, or any confidentiality agreements, the Franchisee has for or with third parties.

D. The Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature. The Town agrees to keep confidential any proprietary or confidential books or records to the extent permitted by law. The Franchisee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the Town receives a public records request under chapter 42.56 RCW or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Town shall promptly provide notice of such disclosure so that the Franchisee can take appropriate steps to protect its interests. Nothing in this section prohibits the Town from complying with chapter 42.56 RCW, or any other applicable law or court order requiring the release of public records, and the Town shall not be liable to the Franchisee for compliance with any law or court order requiring the release of public records. The Town shall comply with any injunction or court order obtained by the Franchisee which prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, the Franchisee shall reimburse the Town for any fines or penalties imposed for failure to disclose such records.

Section 6. Right-of-Way Management.

A. Permit Required. Whenever the Franchisee excavates in any right-of-way for the purpose of installation, construction, operation, maintenance, repair or relocation of its Facilities,

it shall apply to the Town for a permit to do so in accordance with the ordinances and regulations of the Town requiring permits to operate in Town right-of-way. Except for emergencies, routine maintenance, or as otherwise provided in this Franchise or applicable Town ordinance, no Franchisee excavation work shall commence within any Town right-of-way without a permit. All work shall be done to the Town's reasonable satisfaction.

B. Restoration after Construction. The Franchisee shall, after any installation, construction, relocation, operation, maintenance or repair of Facilities within the Franchise Area, restore the right-of-way to Town standards as nearly as reasonably possible to its condition prior to any such work; provided that no such work shall be done prior to the obtaining of a permit therefor issued by the Town, which permit shall set forth conditions pertaining to the work to be done and specifications for the restoration of the Franchise Area. The Franchisee agrees to complete all restoration work and to repair any damage to the right-of-way caused by such work at its sole cost and expense. The Franchisee further agrees to repair or replace any defective restoration work consistent with the Town's Road Standards. If the Town determines that the Franchisee has failed to restore the right-of-way in accordance with the conditions set forth in this Franchise, the Town shall provide the Franchisee with written notice, which shall include a description of actions the Town believes necessary to restore the right-of-way. If the right-of-way is not restored, or restoration has not commenced, in accordance with the Town's notice within sixty (60) days of that notice, or such longer period as may be mutually agreed after good faith negotiations between Town and Franchisee, the Town, or its authorized agent, may restore the right-of-way and the Franchisee shall be responsible for all reasonable costs and expenses incurred by the Town in restoring the right-of-way in accordance with this Section. The rights granted to the Town under this Section shall be in addition to those otherwise provided by this Franchise. Nothing in this subsection shall preclude the parties from executing a cost share agreement, allowing the Town to perform the restoration upon reimbursement in full by the Franchisee as authorized in Section 4(B)(1).

C. Survey monuments. Survey monuments shall not be removed or destroyed without the Franchisee first obtaining the required Department of Natural Resources (DNR) permit in accordance with RCW 58.09.130 and WAC 332-120-030, and as such statute and regulation may be modified and amended. A Professional Land Surveyor (PLS) shall be responsible for perpetuating and documenting existing monuments in compliance with the Application Permit to Remove or Destroy a Survey Monument in accordance with WAC 332-120. Following approval by the Public Land Survey Office, copies of the approved permits shall be forwarded to the Town. All survey monuments, which have been distributed or displaced by such work, shall be restored pursuant to all federal, state and local standards and specifications.

D. Bonding Requirement. The Franchisee, as a public agency, shall not be required to comply with the Town's standard bonding requirement for working in the Town's rights-of-way.

E. Emergency Work, Permit Waiver. In the event of an emergency where (1) any Franchisee Facilities located in the right-of-way are broken or damaged and place the health or

safety of any person or property in imminent danger; (2) any Franchisee construction area is in a condition as to place health or safety of any person or property in imminent danger; or (3) the construction, installation or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities, or Town property; then the Franchisee shall immediately take any necessary emergency measures to safeguard the area and repair, replace or relocate its Facilities without first applying for and obtaining a permit as required by this Franchise; provided the Franchisee shall apply for any necessary permit for such activity within two (2) weeks after the emergency is abated if required by this Franchise or Town ordinance. The Franchisee shall keep the Town reasonably informed of any emergency work/response. The Town retains the right to undertake repair and replacement of Facilities in the event of an emergency in accordance with and pursuant to the Section 4(E) above.

F. Contractors and Subcontractors. The Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the Franchisee's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by the Franchisee. The Franchisee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by the Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 7. Planning Coordination.

A. The Parties agree to participate in the development of, and reasonable updates to, the other Party's planning documents as follows:

(1) The Franchisee will participate in a cooperative effort with the Town to ensure that the Utilities Element of Town's Comprehensive Plan is accurate as it relates to the Franchisee's operations and is updated to ensure continued relevance at reasonable intervals.

(2) The Franchisee shall submit information related to the general location, proposed location, and capacity of all existing and proposed Facilities within the Town as requested by the Town within a reasonable time, not exceeding thirty (30) days from receipt of a written request for such information, provided that such information is in the Franchisee's possession, or can be reasonably developed from the information in the Franchisee's possession. Provided, unless otherwise agreed, any information provided shall be for informational purposes only and shall not obligate the Franchisee to undertake any specific improvements within the Franchise Area, nor shall such information be construed as a proposal to undertake any specific improvements within the Franchise Area.

(3) The Town will provide information relevant to the Franchisee's operations within a reasonable period, not exceeding thirty (30) days of written request, to assist the Franchisee in the development or update of Franchisee's Comprehensive Water and Wastewater System Plan(s),

provided that such information is in the Town's possession, or can be reasonably developed from the information in the Town's possession.

B. The Franchisee and Town shall each assign a representative whose responsibility shall be to coordinate planning for capital improvement plan projects including those that involve undergrounding. At a minimum, such coordination shall include:

(1) For the purpose of planning, the Franchisee and the Town shall provide each other with a copy of their respective current adopted Capital Improvement Plan annually and upon request by the other Party.

(2) By February 1st of each year, Franchisee shall provide the Town with a schedule of the Franchisee's planned capital improvements which may affect the rights-of-way for that year.

(3) By February 1st of each year, Town shall provide the Franchisee with a schedule of Town's planned capital improvements which may affect the rights-of-way for that year including but not limited to street overlays and repairs, storm drainage improvements and construction, and all other rights-of-way activities that could affect Franchisee capital improvements and infrastructure.

(4) The Franchisee shall meet with the Town, and other Franchisees and users of the right-of-way, as necessary, to schedule and coordinate construction activities.

(5) All construction locations, activities, and schedules shall be coordinated to minimize public inconvenience, disruption or damages.

(6) The Town and the Franchisee agree to cooperate in the planning and implementation of emergency operations response procedures.

Section 8. Indemnification.

A. To the extent permitted by law, the Franchisee shall indemnify, defend and hold the Town, its agents, officers, officials (elected and appointed) employees, volunteers and assigns harmless from and against any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever, including all costs and attorney's fees, made against them on account of injury, sickness, death or damage to persons or property which is caused by or arises out of, in whole or in part, the willful, tortious or negligent acts, failures and/or omissions of Franchisee or its agents, officers, officials (elected and appointed) servants, employees, contractors, subcontractors or assigns in the construction, operation or maintenance of its Facilities or in exercising the rights granted Franchisee in this Franchise; provided, however, such defense or indemnification shall not extend to injury or damage to the extent caused by the willful, tortious or negligent acts, failures and/or omissions of the Town, its agents, officers, officials (elected and appointed), employees, volunteers or assigns. Inspection or acceptance by the Town of any work

performed by the Franchisee at the time of completion of construction shall not be grounds for avoidance by the Franchisee of any of its indemnification obligations.

B. In the event any such claim or demand be presented to or filed with the Franchisee or the Town arising out of or relating to the acts or omissions in whole or in part of the other Party, the indemnified Party shall promptly notify the other Party, and the notified Party shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand.

C. However, should a court of competent jurisdiction determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Town and Franchisee, their officers, officials (elected and appointed), employees and agents, Franchisee's liability hereunder shall be only to the extent of Franchisee's negligence and the Town's liability shall be only to the extent of the Town's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Parties' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

D. The Franchisee shall not introduce or use any known or classified hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors, subcontractors or any person under its control to do the same. The Franchisee will be solely responsible for and will defend, indemnify, and hold the Town, its officers, officials (elected and appointed), employees, agents, and volunteers harmless from and against any and all claims, costs, and liabilities including reasonable attorney fees and costs, arising out of or in connection with the cleanup or restoration of the Franchise Area to the extent caused by the Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage, or disposal of such substances by the Franchisee's agents, contractors, subcontractors, or other persons acting under the Franchisee's control, whether or not intentional.

E. The provisions of this Section 8 shall survive the expiration, revocation, or termination of this Franchise.

Section 9. Remedies to Enforce Compliance.

A. In addition to any other remedy provided herein, the Town reserves the right to pursue any remedy available at law or in equity to compel or require the Franchisee and/or its successors and assigns to comply with the terms hereof and the pursuit of any right or remedy by the Town shall not prevent the Town from thereafter declaring a forfeiture revocation for breach of the conditions herein. In addition to any other remedy provided herein, the Franchisee reserves the right to pursue any remedy available at law or in equity to compel or require the Town, its officers, employees, volunteers, contractors and other agents and representatives, to comply with the terms hereof. Provided, further, that by entering into this franchise, it is not the intention of the

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Town or Franchisee to waive any other rights, remedies, or obligations as otherwise provided by law equity, or otherwise, and nothing contained here shall be deemed or construed to effect any such waiver. The parties acknowledge that, in the event of a violation of this Franchise, the other party shall be entitled to preliminary and permanent injunctive relief without having to prove actual damages or immediate or irreparable harm or to post a bond.

B. If either party violates, or fails to comply with any of the provisions of this franchise, or should it fail to heed or comply with any notice given to such party under the provisions of this franchise (the "Defaulting Party"), the other Party (the "Non-defaulting Party") shall provide the Defaulting Party with written notice specifying with reasonable particularity the nature of any such breach and the Defaulting Party shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the Non-defaulting Party reasonably determines the breach cannot be cured within (30) thirty days, the Non-defaulting Party may specify a longer cure period, and condition the extension of time on the Defaulting Party's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) day cure period, and diligent prosecution of the work to completion. If the breach is not cured within the specified time, or the Defaulting Party does not substantially comply with the specified conditions or otherwise commence work to cure the default, the Non-defaulting Party may pursue any available remedy at law or in equity as provided in this section, or in the event the Franchisee has failed to timely cure the breach, the Town, at its discretion, may elect to (1) revoke this Franchise pursuant to this section, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against Franchisee.

C. In addition to other remedies provided herein, if the Franchisee is not in compliance with requirements of this Franchise, and if a good faith dispute does not exist concerning such compliance, the Town may place a moratorium on issuance of pending Franchisee permits until compliance is achieved.

Section 10. Non-exclusive Franchise.

This Franchise is not and shall not be deemed to be an exclusive Franchise. This Franchise shall not in any manner prohibit the Town from granting other franchises over, upon, and along the Franchise Area which do not interfere with Franchisee's rights under this Franchise. This Franchise shall not prohibit or prevent the Town from constructing, altering, maintaining, or using the Franchise Area or affect the jurisdiction of the Town over the same or any part thereof.

Section 11. Jurisdiction.

This Franchise is intended to convey limited rights and interest only as to those roads, rights-of-way, public utility easements in which the Town has an actual interest within the Franchise Area. It is not a warranty of title or of interest in Town rights-of-way.

Section 12. Franchise Term.

This Franchise shall have a term of fifteen (15) years from its Effective Date as defined in Section 37 herein, provided this Franchise shall be automatically extended for an additional five (5) year period unless either Party, at least one hundred eighty (180) days prior to the termination date of the Franchise provides written notice to the other Party of its intent to terminate the Franchise at the end of the then current Franchise term (collectively, the “Term”).

Section 13. Taxes, Fees, and Assessments.

A. Permit Fees. The Franchisee shall be subject to all permit fees associated with activities undertaken through the authority granted in this franchise or under the laws of the Town.

B. Utility Tax. The Franchisee acknowledges that the Town is authorized under the laws of the State of Washington to impose certain taxes on Franchise and does assess a utility tax on Franchisee pursuant to YPMC Section 3.16.040(E). Nothing in this Franchise shall exempt Franchisee from payment of any and all such taxes lawfully imposed by the Town. If payment of such taxes is not made by Franchisee in a timely manner, the Town reserves the right, at its sole option, to suspend the rights granted to Franchisee by this Franchise until such time that Franchisee pays such taxes or the parties otherwise resolve any matter concerning payment thereof.

C. Franchise Fee. Franchisee acknowledges and agrees that in consideration of the rights granted the Franchisee under this Franchise, the Town is authorized to assess on Franchisee a one percent (1%) franchise fee (“Franchise Fee”) on Franchisee’s Revenue beginning the first day of the first month occurring at least sixty (60) days following the Effective Date of this Franchise, and continuing thereafter until the termination of this Franchise, including any extension of the term of this Franchise.

1. The Franchise Fee shall be paid on a quarterly basis, in accordance with the Utility Tax payments. The Franchisee shall have the right to recover the Franchise Fee from the Franchisee's ratepayers residing within the Town and may identify the Franchise Fee as a separate billing item on utility customer billings.

2. The Franchisee agrees that while this Franchise is in effect that it will not pursue or support any legal challenge to the Franchise Fee set forth herein.

D. Fire Suppression Water Facilities. If the Franchisee determines to bill the Town for fire suppression water facilities as defined in RCW 70A.145.020(1) during the term of this Franchise, the Town shall have the right, at its sole discretion, to terminate this Franchise, including the right to receive the Franchise Fee and Utility Tax from the Franchisee. The parties agree that nothing in this agreement shall prevent the Franchisee from recovering all costs of fire suppression water facilities and services from customers.

E. Failure to Pay. If the Franchisee fails to pay any fee required under this Franchise

within ninety (90) days after the due date thereof, there shall be added to such fee a penalty of 1.5 percent (1.5%) of the amount of such fee.

F. Rate Change. The Town reserves the right to modify any tax, fee, or other charge to be imposed on and collected from the Franchisee, and such modification may be performed at any time by the Town, consistent with applicable law. However, any modified amount shall not be collected/paid by the Franchisee unless and until the Town provides the Franchisee with written notice 90 days in advance of the date the Town expects the Franchisee to collect/pay the modified amount.

Section 14. Compliance with Codes and Regulations.

A. The rights, privileges and authority herein granted are subject to and governed by this Franchise and all other applicable Town ordinances and codes, including the Town's Road Standards, as they now exist or may hereafter be amended, provided the Town shall not unreasonably affect or modify any portion of this Franchise without the Franchisee's written approval. Nothing in this Franchise limits the Town's lawful power to exercise its police power to protect the safety and welfare of the general public or deprive the Town of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the Town rights-of-way covered by this Franchise. Any location, relocation, erection or excavation by Franchisee shall be performed by Franchisee in accordance with applicable federal, state and Town rules and regulations, including the Town public works policies and pre-approved plans, and any required permits, licenses or regulatory fees, and applicable safety standards then in effect or any Memorandum of Understanding with Franchisee.

B. If any territory served by Franchisee is annexed to the Town after the Effective Date of this Franchise, this Franchise shall be deemed to be the new agreement required to be granted to the Franchisee in annexed territory by RCW 35A.14.900 for whatever period of time is then required under that statute or the remaining time left under this Franchise for the Franchise Area, whichever is longer. Such territory shall then be governed by the terms and conditions contained herein upon the effective date of such annexation. The first Franchise Fee for any annexed area shall be calculated pro rata from the effective date of the annexation to the end of the next quarterly billing period and paid to the Town at the same time as the fee for the Franchise Area is paid for that quarterly billing period.

C. The Franchisee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all Facilities, equipment, and connections in, over, under, and upon the rights of way, wherever situated or located, shall at all times be kept and maintained in a safe condition. The Franchisee shall comply with all federal, State, and Town safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. Upon reasonable notice to the Franchisee, the Town

reserves the general right to inspect the Facilities covered by this Franchise to evaluate if they are constructed and maintained in a safe condition.

D. If an unsafe condition or a violation of Section 14(C) is found to exist, and becomes known to the Town, the Town agrees to give the Franchisee timely written notice of such condition and afford the Franchisee a reasonable opportunity to repair the same. If the Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the Town may make such repairs or contract for them to be made; provided said repairs and alterations are consistent with applicable laws, rules, regulations, including the Franchisee's water/sewer codes and system standards. All costs, including administrative costs, incurred by the Town in repairing any unsafe conditions shall be borne by the Franchisee and reimbursed to the Town.

E. The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and Town statutes, rules, regulations, ordinances, orders and codes as presently constituted or as may be subsequently amended. The Franchisee's attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW. The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any works therein. The services of the Town or Town's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The Franchisee shall provide reasonable and appropriate access for the Town and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

F. Additional safety standards required include the following:

(1) All installations of Facilities shall be installed in accordance with industry-standard engineering practices.

(2) Any opening or obstruction in the rights-of-way made by the Franchisee in the course of its operations shall be protected by the Franchisee at all times by the placement of adequate barriers, fences, or boarding, the bounds of which, during periods of dusk and darkness, shall be clearly marked and visible.

G. On notice from the Town that any work is being performed contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the Town, or in violation of the terms of any applicable permit, laws, regulations, ordinances, or standards, the work may immediately be stopped by the Town. The stop work order shall:

(1) Be in writing;

- (2) Be given to the person doing the work or posted on the work site;
- (3) Be sent to the Franchisee by overnight delivery or personally delivered to the Franchisee;
- (4) Indicate the nature of the alleged violation or unsafe condition; and
- (5) Establish conditions under which work may be resumed.

Section 15. Location of Facilities and Equipment.

With the exception of components that are traditionally installed above ground such as fire hydrants, blow offs, vault lids, risers, vacuum relief apparatus, pump stations, generators, electrical control panels, power meters, telephone connections, grinder pumps, automated reading equipment and appurtenances, and utility markers, all Facilities and equipment to be installed within the Franchise Area shall be installed underground; provided, however, that such Facilities may be installed above ground if so authorized by the Town, which authorization shall not be unreasonably withheld, conditioned or delayed, consistent with the provisions of the Town's land use and zoning code and applicable development pre-approved plans.

Section 16. Record of Installations and Service.

A. With respect to excavations by the Franchisee and the Town within the Franchise Area, Franchisee and the Town shall each comply with its respective obligations pursuant to chapter 19.122 RCW, and as such statute may be modified and amended, and any other applicable state law. Further, upon request from a third party or the Town's contractor, the Franchisee shall locate its Facilities consistent with the requirements of chapter 19.122 RCW.

B. Upon written request of the Town, the Franchisee shall provide the Town with the most recent update available of any plan of potential improvements to its Facilities within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

C. Upon written request of the Franchisee, the Town shall provide the Franchisee with the most recent update available of any plan of potential improvements to its Facilities located within the Franchise Area; provided, however, any such plan so submitted shall only be for informational purposes within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

Section 17. Shared Use of Excavations.

A. The Franchisee and the Town shall exercise best efforts to coordinate construction work either may undertake within the Franchise Area so as to promote the orderly and expeditious performance and completion of such work as a whole. Such efforts shall include, at a minimum, reasonable and diligent efforts to keep the other Party and other utilities within the Franchise Area informed of its intent to undertake such construction work. The Franchisee and the Town shall further exercise best efforts to minimize any delay or hindrance to any construction work undertaken by themselves or other utilities within the Franchise Area.

B. If at any time, or from time to time, either the Franchisee, the Town, or Third Party, shall cause excavations to be made within the Franchise Area, the Party causing such excavation to be made shall afford the others, upon receipt of a written request to do so, an opportunity to use such excavation, provided that:

(1) No statutes, laws, regulations, ordinances or Franchisee safety policies prohibit or restrict the proximity of other utilities or facilities to Franchisee's Facilities installed or to be installed within the area to be excavated;

(2) Such joint use shall not unreasonably delay the work of the Party causing the excavation to be made;

(3) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both Parties. The Parties shall each cooperate with other utilities in the Franchise Area to minimize hindrance or delay in construction.

C. The Town reserves the right to not allow open trenching within any Town street within five (5) years following a street overlay or improvement project; however, the Franchisee may open a trench provided it grinds and overlays the excavation area in accordance with the Town written and adopted street overlay policy. If possible, the Parties will make all reasonable efforts to communicate any needed shared excavations one to two years in advance.

Section 18. Insurance.

The Franchisee shall procure and maintain for the duration of the Franchise and as long as Franchisee has Facilities in the rights-of-way, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Franchise and use of the rights-of-way.

A. No Limitation. The Franchisee's maintenance of insurance as required by the Franchise shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance. The Franchisee shall obtain insurance of the types and coverage described below:

(1) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Town shall be named as an additional insured under the Franchisee's Commercial General Liability insurance policy with respect this Franchise using ISO endorsement CG 20 12 05 09 or CG 20 26 07 04, or substitute endorsement providing at least as broad coverage.

(2) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

(3) Contractors Pollution Liability insurance shall be in effect throughout the entire Franchise covering losses caused by pollution conditions that arise from the operations of the Franchisee. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

(4) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(5) Excess or Umbrella Liability insurance shall be excess over and at least as broad in coverage as the Franchisee's Commercial General Liability and Automobile Liability insurance. The Town shall be named as an additional insured on the Franchisee's Excess or Umbrella Liability insurance policy.

C. Minimum Amounts of Insurance. The Franchisee shall maintain the following insurance limits:

(1) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate.

(2) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.

(3) Contractors Pollution Liability insurance shall be written in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$2,000,000.

(4) Excess or Umbrella Liability insurance shall be written with limits of not less than \$5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through Franchisee's Commercial General Liability and

Automobile Liability insurance, or any combination thereof that achieves the overall required limits.

D. Other Insurance Provisions. The Franchisee's Commercial General Liability, Automobile Liability, Excess or Umbrella Liability, Contractors Pollution Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Town. Any insurance, self-insurance, or self-insured pool coverage maintained by the Town shall be in excess of the Franchisee's insurance and shall not contribute with it.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII or a recognized risk management pool that complies with the standards adopted by the Washington State Risk Manager.

F. Verification of Coverage. The Franchisee shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement if available, evidencing the insurance requirements of the Franchise. Upon request by the Town, the Franchisee shall furnish certified copies of all required insurance policies, including endorsements, required in this Franchise and evidence of all subcontractors' coverage.

G. Contractors. The Franchisee shall cause each and every contractor to provide insurance coverage that complies with all applicable requirements of the Franchisee-provided insurance as set forth herein, except the Franchisee shall have sole responsibility for determining the limits of coverage required to be obtained by contractors.

H. Notice of Cancellation. The Franchisee shall provide the Town with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Franchisee to maintain the insurance as required shall constitute a material breach of Franchise, upon which the Town may, after giving five business days' notice to the Franchisee to correct the breach, terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Town on demand.

J. Franchisee – Self-Insurance. The Franchisee may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by chapter 48.62 RCW. In this regard, the Town understands that as a member of such a program the Franchisee is not able to name the Town as an "additional insured" under the liability coverage provided by the joint self-insurance program. If the Franchisee is self-insured or becomes self-insured during the term of the Franchise, the Franchisee or its affiliated parent entity shall comply with the following: (i) provide the Town, upon request, a copy of the Franchisee's or its parent company's most recent audited financial statements, if such financial statements are not otherwise publicly available; (ii) the Franchisee or its parent company is responsible for all payments within

the self-insured retention; and (iii) the Franchisee assumes all defense and indemnity obligations as outlined in Section 8.

Section 19. **Abandonment and/or Removal of Franchisee Facilities.**

The Parties agree that the standard practice will be to abandon underground Franchisee Facilities in-place whenever practical, subject to the following conditions:

A. The Franchisee shall continue to own and be responsible for any such Facilities abandoned within the Franchise Area.

B. The Town shall have the right to require the Franchisee to remove any Facilities abandoned within the Franchise Area if the Town reasonably determines the removal of the abandoned Facility is required to facilitate the construction or installation of a Town project within the Franchise Area and the Town determines there is no other feasible alternative to the removal of the Facility. The Town will make reasonable efforts to avoid conflicts with abandoned Facilities whenever possible, however, whenever a conflict cannot be resolved except by removal from the right-of-way of previously abandoned Franchisee Facilities, then the Franchisee shall, at the Franchisee's expense, remove such abandoned Facilities by its own forces, by contract or by participating in the Town's public works project. When necessary, removal of abandoned Facilities shall be limited to the area of direct conflict. In removing such material, the Franchisee shall conform to all local, state, and federal regulations applicable to asbestos abatement, when applicable.

C. If the Franchisee becomes aware that removal of any abandoned Facilities within the Franchise Area is required to eliminate or prevent an emergency or hazardous condition that endangers the property, life, health or safety of any person or entity, the Franchisee shall, at no cost to the Town, remove such decommissioned Facilities.

D. Within one hundred and eighty days (180) of the Franchisee's permanent cessation of use of its Facilities as determined by the Franchisee, or any portion thereof, the Franchisee shall provide the Town with record drawings showing the location of the Facilities to be abandoned.

E. Franchisee Facilities that are abandoned in-place shall be abandoned pursuant to Town standards, to the satisfaction of the Mayor or designee.

F. The Parties expressly agree that this Section shall survive the expiration, revocation or termination of this Franchise, unless modified by separate agreement.

Section 20. **Vacation of Franchise Area.**

In the event the Town vacates any portion of the Franchise Area containing Franchisee's Facilities during the Term, the Town shall not be liable for any damages or loss to the Franchisee by

reason of such vacation. The Town shall notify the Franchisee in writing not less than sixty (60) days ("Vacation Notice") before vacating all or any portion of any such area, provided the Franchisee has Facilities in such area. The Town shall secure all necessary approvals from owners of any vacated areas so as to ensure Franchisee's ability to access and use the area for purposes of its water and wastewater Facilities consistent with this Franchise Agreement, unless otherwise agreed in writing by the Franchisee. All such approvals will be in writing, recorded, with copy delivered to Franchisee. The Town may, after providing the Vacation Notice, terminate this Franchise with respect to such vacated area. This Franchise is terminated with respect to the vacated area upon the consummation of the vacation by the Town.

Section 21. Assignment.

All of the provisions, conditions, and requirements herein contained shall be binding upon the Franchisee, and no right, privilege, license or authorization granted to the Franchisee hereunder may be assigned or otherwise transferred without the prior written authorization and approval of the Town, which the Town may not unreasonably withhold, condition or delay.

Section 22. Reservation of Rights.

The Town reserves the right, upon thirty (30) days written notice to the Franchisee, to amend or modify the provisions or conditions of this Franchise to conform to any state, county, or federal statute, rule, regulation, or ordinance adopted pursuant to the Town's legitimate police power to protect the safety and welfare of the general public; provided that the Town shall not unreasonably affect or modify any portion of this Franchise without the Franchisee's written approval. Unless otherwise mandated by state or federal law, if any term or condition of this Franchise and any term or condition of any Town code, ordinance, resolution, or regulation are in conflict, the terms of this Franchise shall control. Any amendment or modification required under this paragraph will be reduced to writing, with copy provided to Franchisee contemporaneous with the required notice.

Section 23. Notice.

Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any Party (collectively, "notices") shall be in writing and shall be validly given or made to another Party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States Mail, certified, registered, or express mail with postage prepaid, or if sent by e-mail with electronic confirmation. If such notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given one (1) business day after the deposit thereof with such delivery service. If such notice is mailed as provided herein, such shall be deemed given three (3) business days after the deposit thereof in the United States Mail. If such notice is sent by email, it shall be deemed given at the time of the sender's receipt of electronic confirmation, but if sent after regular business hours will be deemed the next business day. Each such

notice shall be deemed given only if properly addressed to the Party to whom such notice is to be given as follows:

To Town: Town Mayor
4030 – 95th Ave NE
Yarrow Point, WA 98004
(425) 454-6994
mayor@yarrowpointwa.gov

To Franchisee: Director of Utilities
450 – 110 Ave NE
PO Box 90012
Bellevue, WA 98009-9012
(425) 452-6932
UtilCOBAdmin@bellevuewa.gov

Any Party may change its contact information and address for the purpose of receiving notices as herein provided by a written notice given in the manner required by this Section to the other Party.

Section 24. Severability.

If any term, provision, condition or portion of this Franchise shall be held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Section 25. Non-Waiver.

The failure of either Party to enforce any breach or violation by the other Party or any provision of this Franchise shall not be deemed to be a waiver or a continuing waiver by the non-breaching Party of any subsequent breach or violation of the same or any other provision of this Franchise.

Section 26. Alternate Dispute Resolution.

If the Parties are unable to resolve disputes arising from the terms of this Franchise, prior to resorting to a court of competent jurisdiction, the Parties may submit the dispute to mediation or other non-binding alternate dispute resolution process agreed to by the Parties. Unless otherwise agreed upon between the Parties or determined herein, the cost of that process shall be shared equally by the Parties.

Section 27. Attorney Fees.

All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. In any claim or lawsuit for damages arising from the parties' performance of this Franchise, each Party shall pay all of its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit either Party's right to indemnification under Section 8 of this Franchise.

Section 28. Governing Law/Venue.

This Franchise shall be governed by the laws of the State of Washington. Any suit to enforce or relating to this Franchise shall only be filed in King County Superior Court, King County, Washington.

Section 29. Entire Agreement.

This Franchise constitutes the entire understanding and agreement between the Parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the Parties upon execution and acceptance hereof.

Section 30. Amendment.

A. This Franchise may be amended only by written instrument, signed by both Parties, which specifically states that it is an amendment to this Franchise, and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 8 "Indemnification" above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the Town in conjunction with the exercise (or failure to exercise) by the Franchisee of any and all rights, benefits, privileges, obligations, or duties in and under this Franchise, unless such permit, approval, license, agreement or document specifically:

(1) References this Franchise; and

(2) States that it supersedes this Franchise to the extent it contains terms and conditions which change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

B. In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document that does not comply with Subsections (1) and (2) referenced above, the provisions of this Franchise shall control.

Section 31. Directions to Town Clerk.

The Town Clerk is hereby authorized and directed to forward certified copies of this Franchise to the Franchisee as set forth in this Franchise. The Franchisee shall have thirty (30) days from the receipt of the certified copy of this ordinance to accept in writing the terms of the Franchise granted to the Franchisee by this ordinance and file with the Town Clerk the Statement of Acceptance, attached hereto as Exhibit A and incorporated by reference.

Section 32. No Third-Party Beneficiaries.

There are no third-party beneficiaries of this Franchise.

Section 33. Survival.

All of the provisions, conditions, and requirements of Section 4 (Relocation of Facilities), Section 6 (Right-of-Way Management), Section 8 (Indemnification), Section 9 (Remedies to Enforce Compliance), Section 13 (Taxes, Fees, and Assessments), Section 14 (Compliance with Codes and Regulations), Section 17 (Shared use of Excavations), Section 18 (Insurance), Section 19 (Abandonment and/or removal of Franchisee Facilities) of this Franchise shall, in addition to any and all other obligation and liabilities the Franchisee may have to the Town at common law, by statute, or by contract, survive this Franchise, and any renewals or extensions, to the extent provided for in those sections.

Section 34. Acceptance and Effective Date of Franchise.

The Franchisee shall have no rights under this Franchise, nor shall the Franchisee be bound by the terms and conditions of this Franchise unless the Franchisee shall, within thirty (30) days after the effective date of the ordinance, file with the Town its written acceptance of this Franchise.

Section 35. Effective Date of Ordinance.

This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF YARROW POINT THIS 14th DAY OF JANUARY, 2025; AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 14TH DAY OF JANUARY, 2025.

Katy Kinney Harris, Mayor

ATTEST:

Bonnie Ritter, Town Clerk-Treasurer

APPROVED AS TO FORM:

Emily Romanenko, Town Attorney

PUBLISHED:

EFFECTIVE:

DRAFT

SUMMARY OF ORDINANCE NO. 762

On the 14th day of January, 2025, the Town Council of the Town of Yarrow Point, passed Ordinance No. 762. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON GRANTING THE CITY OF BELLEVUE A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, ADD TO, ALTER, MAINTAIN, OPERATE, REPAIR AND REPLACE A WATER AND WASTEWATER SYSTEM WITHIN PUBLIC RIGHTS-OF-WAY OF THE TOWN OF YARROW POINT, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

The full text of this Ordinance will be mailed upon request.

DATED this 14th day of January, 2025.

TOWN CLERK, _____

EXHIBIT A

ACCEPTANCE OF FRANCHISE

The undersigned authorized representative of the City of Bellevue hereby declares on behalf of the City the acceptance of the nonexclusive franchise to the City of Bellevue approved by the Yarrow Point Town Council on January 14, 2025, by the adoption of Yarrow Point Town Ordinance No. 763.

DATED this _____ day of _____, 2025.

FRANCHISEE – CITY OF BELLEVUE

By: _____
Diane Carlson
Its: City Manager

**Exhibit C
City of Bellevue – Utilities Department
Staff Contacts**

<p style="text-align: center;"><u>24-Hour Emergencies & Utilities Maintenance</u></p> <p style="text-align: center;">For flooding, water main breaks, sewer overflows, and/or pollutant spills.</p>	<p style="text-align: center;">425-452-7840</p>
<p style="text-align: center;"><u>Water Superintendent</u></p>	<p style="text-align: center;">Kipp Fockler kfockler@bellevuewa.gov 425-452-2923</p>
<p style="text-align: center;"><u>Wastewater Superintendent</u></p>	<p style="text-align: center;">Jeff Kollenborn jkollenbor@bellevuewa.gov 425-452-7244</p>
<p style="text-align: center;"><u>City of Bellevue – Utilities Dept. Leadership</u></p> <p style="text-align: center;">If the superintendents listed above are not available, then please contact the personnel in the following elevation order:</p> <ul style="list-style-type: none"> - Operation & Maintenance Manager - Assistant Director – Operations and Maintenance - Utilities Deputy Director 	<p style="text-align: center;">Michael Evans mevans@bellevuewa.gov 425-452-2922</p> <p style="text-align: center;">Chad Beck cbeck@bellevuewa.gov 425-452-6130</p> <p style="text-align: center;">Joseph Harbour jharbour@bellevuewa.gov 425-452-2014</p>

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

January 14, 2025

9005 NE 37th Place – Stormwater Maintenance Required	Proposed Council Action: For Approval
Presented by:	Town Engineer – Stacia Schroeder
Exhibits:	Iron Creek Construction Proposal

Summary:

In late November 2024 Town staff was alerted by a resident that a portion of the public stormwater line at the west end of 9005 NE 37th Place required maintenance. Upon further inspection, staff found roots and debris had collected in a catch basin roughly 50-feet upstream of Lake Washington. It appeared this blockage caused stormwater flows coming from NE 37th Street to surcharge the catch basin and force the steel grate and lid upwards.

Pro-Vac was called out on December 4, 2024, to unclog the pipe and remove the sediment and debris from the line. At that time, town staff was able to assess the damage and coordinated with Iron Creek Construction for a proposal to remove the damaged pieces of the system and replace them with a solid pipe. This approach will lessen the likelihood that future damage will occur in this area.

If approved, this work will be charged to the town Stormwater Fund #401 – Storm Drain Maintenance (401-531-40-48) which currently has an available balance of \$33,000.

NOTE: Town staff has also received a complaint regarding a catch basin near 9023 NE 34th Street. Video evidence shows the storm system in this area is broken near the basin and we are currently getting a quote for this work. We will include it for consideration in a future council meeting.

Recommended Action:

For approval.

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:	24-19
Contact:	Stacia Schroeder	Date:	December 19, 2024
E-Mail:	sschroeder@yarrowpointwa.gov	Phone:	206-276-8922

We hereby submit specifications and estimates for: **9005 NE 37th Pl - Catch Basin**

Scope of Work:	Price:
<p>Site location: 9005 NE 37th Pl</p> <p>Work includes all labor, equipment and materials to complete following:</p> <ul style="list-style-type: none"> Excavate by hand expose 12" PVC pipe on either side of catch basin Provide enough excavation to complete work Demo, remove and haul catch basin as necessary to complete pipe connection (top portion) Saw cut existing 12" PVC pipe on either side of catch basin Connect PVC pipe bypassing catch basin w/ two ROMAC 501 couplers Provide Bedding for PVC pipe and backfill Remove and waste haul concrete pieces and unsuitable backfill 	<p>\$10,675.50</p>
<p>Subtotal \$ 10,675.50</p> <p>Tax (10.2%) \$ 1,078.23</p> <p>Total \$ 11,753.73</p>	

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eleven Thousand Seven Hundred Fifty Three & 73/100's **Total Dollars** \$ **11,753.73**

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: _____ 65 **Signature:** _____

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

8.1
January 14, 2025

PACE Task Order No. 7 – 4441 91st Ave NE Boundary and Topographic Survey	Proposed Council Action: Approve PACE Task Order No. 7
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Presented by:	Town Engineer – Stacia Schroeder
Exhibits:	PACE Task Order No. 7 – \$13,000 2025-2030 Capital Improvement Plan 2025-2030 CIP Map

Summary:

The current Capital Improvement Plan (CIP) lists the following stormwater improvement project for completion in 2025:

- S-1: Final Engineering and Design – 4441 91st Ave NE

PACE’s survey work is the first step in replacing this 525-foot section of public storm main that runs just inside the northern boundary of this private parcel. The stormwater system has degraded over the years and becomes clogged by roots. It was last maintained in 2023 at a cost of ~\$20,000.

This item was included in the current Town budget as part of Stormwater Fund #401 – Stormwater Consulting Engineering \$58,000 (Line Item No. 401-594-31-40).

NOTE: If the survey is approved, a Gray & Osborne Task Order for design will follow in February.

Recommended Action:

Approve the PACE survey proposal.

TASK ORDER AGREEMENT

Task Order Number/Title: 7 – 4441 91ST AVE NE	Date: August 19, 2024
On-Call Consultant: PACE Engineers, Inc.	Agreement Number: -

The Town of Yarrow Point desires to execute Task Order Agreement No. 7 with PACE Engineers, Inc. to provide a boundary and topographic survey of 4441 91ST AVE NE and the southerly 10' of 4451 91ST AVE NE.

All provisions in the basic On-Call Survey agreement remain in effect except as expressly modified by this amendment.

Execution of this Task Order by TOWN and CONSULTANT will serve as authorization for CONSULTANT to carry out and complete the services as set forth below in accordance with the referenced Agreement between TOWN and CONSULTANT.

The changes to this agreement are described as follows:

Scope of Work

Prepare a boundary and topographic survey of 4441 91st Ave NE (TPN 9808701030) and the southerly 10 feet of 4451 91st Ave NE (TPN 9808701020). The topographic survey shall contain but is not limited to the following:

- ◆ Building locations.
- ◆ Hardscapes such as walks, driveways, etc.
- ◆ Surface indications of utilities, such as vaults, pedestals, etc.
- ◆ Utility lines that can be visually observed, located by RF locating equipment (APS estimate fee of \$1,500.00), or identified on readily available record drawings.
- ◆ Sewer and storm structures will be measured for invert elevations, size of pipe, and size of structure.
- ◆ Any tree 6-inch in diameter or greater as measured 4 feet above the ground.
- ◆ Contours will be generated at a 1-foot interval.

Assumptions/exclusions

- ◆ Client is to facilitate right of entry.
- ◆ Client is to provide a title report.
- ◆ No property corners will be set for this scope of work.
- ◆ Surrounding areas specific to the survey need to be relatively clear of debris.
- ◆ Client has provided all known information as it relates to this project including title reports and maintenance/as-built information from client files including data on the geothermal features.

- ♦ Re-mobilizations or additional work based on areas or features of concern that were not originally discussed; areas identified by other specialists (Biologists, Arborists, etc.) after the initial field work or those areas which were not accessed due to safety or limitations of time.

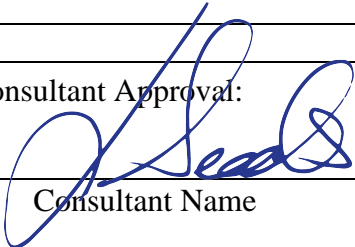
Deliverables

Signed PDF and AutoCAD 2013 files.

Fee Basis:

The costs of Task 7 are not to exceed \$13,000.00

PAYMENT shall be amended in accordance with the consultant fee determination attached and as summarized as follows:

Consultant Approval:			
			
_____		<u>Principal Surveyor</u>	<u>December 5, 2024</u>
Consultant Name		Title	Date
_____	_____	_____	_____
Contract Manager	Date	Town of Yarrow Point	Date

TOWN OF YARROW POINT
CAPITAL IMPROVEMENT PLAN (2025- 2030)
TRANSPORTATION IMPROVEMENT PLAN (2025 - 2030)

Approved by:
 Date: July xx, 2024
 Ordinance Number: xxx

DATE SUBMITTED: 07/xx/2024

NO.	YEAR	STREET / LOCATION	FROM	TO	(mi)	PROJECT SCOPE	CONDITION	BUDGET	SOURCE
I. TRANSPORTATION IMPROVEMENT PROJECTS									
T - 1	2025	94th Ave NE NE 38th St NE 40th St	3800 9200 9200	4700 9400 9500	0.68	2" Grind and Overlay (~9,700 sy @ ~\$70/sy) KC Roads 2025 Pavement Preservation Program	3.5	\$600,000	REET/ Heavy Truck Fee
T - 2	2025	92nd Ave NE	3600	3900	0.01	Replace existing sidewalk w/ 6-ft wide colored concrete	N/A	\$50,000	REET/ Heavy Truck Fee
T - 3	2030	95th Ave NE	3800	4700 (Sally's Alley East)	0.48	2" Grind and Overlay (~6,950 sy @ \$70/sy) KC Roads 2028 Pavement Preservation Program Completed after Stormwater (S-5) and UGC (U-3)	3.5	\$500,000	REET/ Heavy Truck Fee
T - 4	Future	NE 34th Street	8900	9200	0.16	2" Grind and Overlay (~2250 sy @ \$70/sy) KC Roads 2029 Pavement Preservation Program Completed after Stormwater (S-6)	3.5	\$160,000	REET/ Heavy Truck Fee

II. CAPITAL IMPROVEMENT PROJECTS - STORMWATER

S - 1	2025	4441 91st Ave NE	91st R/W	Lake Washington	0.1	Final Engineering Design - Stormwater (~525LF) (2020 CIP #4)		\$40,000	REET/ SW Utility
S - 2	2026	4441 91st Ave NE	91st R/W	Lake Washington	0.1	Stormwater Construction (~525 LF) Survey/ Design/ Bid/ Construct/ Manage/ Closeout (2020 CIP #4)		\$500,000	REET/ SW Utility
S - 3	2027	95th Ave NE	3800	4700	0.22	Survey & Final Engineering Design - Stormwater (~2,500LF) (2020 CIP #6)		\$40,000	REET / SW Utility
S - 4	2028							\$40,000	REET / SW Utility
S - 5	2029	95th Ave NE	3800	4700	0.22	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (2020 CIP #6)		\$300,000	REET/ SW Utility
S - 6	Future	NE 34th Street	8900	9200	N/A	Spot repairs to storm system based on 2020 Stormwater C&C Replace 2 CB's and ~ 30 LF pipe		\$50,000	REET/ SW Utility

III. CAPITAL IMPROVEMENT PROJECTS - UNDERGROUND CONVERSION

U - 1	2027	95th Ave NE	3800	4700	0.50	Survey & Final Engineering Design - UGC (~2,500LF)		\$60,000	REET
U - 2	2028							\$60,000	REET
U - 3	2029	95th Ave NE	3800	4700	0.50	UGC Construction (~2,500LF @ \$840/lf) 12 existing street lights Bid/ Manage/ Construct/ Close Out		\$2,200,000	REET

IV. CAPITAL IMPROVEMENT PROJECTS - OTHER

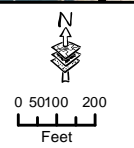
O - 1	Future	4030 95th Ave NE				Design and Construct Garage for Town Hall		\$600,000	
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- 1 = excellent (new/recent overlay within past 5-10 yr.)
- 2 = good (older overlay, no obvious damage)
- 3 = fair (some cracks)
- 4 = fair-poor (several cracks, some alligators/settlement)
- 5 = poor (several cracks, alligators, settlement/potholes)

- 1) The above budget figures shown are in 2024 dollars and are to be considered preliminary probable project costs only. More precise budget figures will need to be determined once the final scope of each project is defined, which will require more extensive research, survey, and scope definition prior to the particular year's budgeting.
- 2) The projects identified above are preliminary in scope. Projects may be added to or deleted from this list.

TOWN OF YARROW POINT

2025-2030 CAPITAL IMPROVEMENT PLAN



Esri, HERE, Garmin, (c) OpenStreetMap contributors, Pictometry, King County

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

8.2

January 14, 2025

Yarrow Point Municipal Code Draft Update to Adopt 2024 Department of Ecology Stormwater Standards	Proposed Council Action: Discussion Only – First Review
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Presented by:	Town Engineer – Stacia Schroeder
Exhibits:	Redlines to YPMC Section 20.04, 20.08, 20.12, 20.16, and 20.20

Summary:

The Town Council authorized an update to the town stormwater standards in early 2023. The 94th Ave NE UGC project, however, prolonged Gray & Osborne’s completion of this task.

Attached for your review and discussion are the recommended updates to the Yarrow Point Municipal Code, Chapter 20 – Site Development Code. These changes would effectively adopt the 2024 Department of Ecology Stormwater Management Manual for Western Washington. In many cases, the adoption would:

- Satisfy a recommended action in the recently adopted Yarrow Point Comprehensive Plan.
- Negate the need for applicants to install and maintain onsite private detention tanks.
- Enhance existing temporary erosion and sedimentation control best management practices.
- Help the town maintain its exemption from the DOE Western WA Phase II Municipal Stormwater Permit and associated requirements.

Recommended Action:

For discussion only.

Chapter 20.04
GENERAL PROVISIONS

Sections:

- 20.04.010 Title.
- 20.04.020 Interpretation.
- 20.04.030 Purpose.
- 20.04.040 ~~Comprehensive-stormwater~~ Stormwater management plan.
- 20.04.050 Stormwater guidelines.
- 20.04.060 Facility ownership.
- 20.04.070 Related codes, regulations, and regulatory agencies.

20.04.010 Title.

This title shall be known as the site development code for the town of Yarrow Point and shall be referred to herein as the “code.” (Ord. 607 § 1, 2009)

20.04.020 Interpretation.

The interpretation and application of the provisions of this title shall be held to be the minimum requirements which are adopted for the promotion of public health, safety, and welfare. This code is to be interpreted as a whole, in view of the purpose set out in this title. 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. (Ord. 607 § 1, 2009)

20.04.030 Purpose.

The purpose of this code is two-fold: (A) to enact regulations to protect water and earth resources, fish and wildlife habitat, and public health and safety from the potential adverse impacts associated with clearing and grading private and public land in the town; and (B) to provide for the planning, security, design, construction, use, maintenance, repair and inspection of the public and private storm and surface water system. This code supplements other town ordinances and regulations regarding protection of the storm and surface water system.

Additionally, these regulations implement best management practices required to meet federal and state environmental law requirements. Their intent is to assure the quality of the water, preserve the integrity of the system, minimize the chance of flooding, and to provide for the enforcement of the provisions of this code. (Ord. 607 § 1, 2009)

20.04.040 ~~Comprehensive-stormwater~~ Stormwater management plan.

In ~~January 2008~~ 2020, the town of Yarrow Point completed a ~~comprehensive~~ stormwater management plan, referred to herein as the “~~comprehensive~~ stormwater management plan.” The primary purpose of this document was to inventory and hydraulically model the existing public stormwater system and then use this information to develop a corresponding capital improvement plan.

Any and all stormwater improvements proposed within the town right-of-way shall reflect the recommendations set forth in ~~Chapter 5 of the comprehensive~~ stormwater management plan. A copy is on file with the town clerk. (Ord. ~~607 § 1, 2009~~)

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20.04.050 Stormwater ~~guidelines~~ manual adopted.

~~The 2019~~ 24 Washington State Department of Ecology Stormwater Management Manual for Western Washington (the Manual) is hereby adopted as the primary regulation for ~~Proposed-proposed~~ public and private site development within the town of Yarrow Point. ~~is regulated by the current stormwater drainage guidelines,~~ referred to herein as “stormwater guidelines.” Additional guidance for preparing and submitting storm drainage reports, studies, and construction plans are further described in the TYP’s Public Works Standards.

Any and all site development proposed within the town shall strictly adhere to these guidelines. A copy is on file with the town clerk. (Ord. 607 § 1, 2009)

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20.04.060 Facility ownership.

A. The town owns all elements of the storm drainage system in public right-of-way and in easements or tracts dedicated to and accepted by the town, except to the extent private ownership is indicated as a matter of record.

B. The town may accept ownership (or other property rights) and responsibility for privately built drainage facilities when all of the following conditions are met:

1. Ownership of the facility by the town would provide a public benefit; and
2. Necessary and appropriate property rights are offered by the property owner at no cost; and
3. The facility substantially meets current engineering standards, as determined by the town, or is brought up to current engineering standards by the owner(s); and
4. There is access for town maintenance in accordance with criteria provided in the engineering standards; and
5. The town has adequate resources to maintain the facility; and
6. The facility is transferred to the town at no cost.

C. At no time will the town accept ownership of private detention facilities. (Ord. 607 § 1, 2009)

20.04.070 Related codes, regulations, and regulatory agencies.

A. The requirements of this title are in addition to other town codes and regulations.

B. In order to be in compliance with the provisions of this code, the applicant shall comply with the applicable concepts and engineering standards contained in the town's current ~~comprehensive~~ stormwater management plan and the stormwater guidelines. Design and construction related items not referred to in these documents will be governed by the current edition and subsequent amendments to the Washington State Department of Transportation's (WSDOT's) standard plans and specifications, or equivalent standards approved by the town engineer.

C. Requirements administered by other federal, state, and/or local agencies may also apply. (Ord. 607 § 1, 2009)

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Chapter 20.08

DEFINITIONS

Sections:

20.08.010 Definitions.

20.08.010 Definitions.

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

“Applicant” means the individual, partnership, association, or corporation applying for a permit to do work under this chapter, including the property owner, and any employee, agent, consultant or contractor acting on behalf of the applicant, and any successor in interest.

“As-built” means a final drawing of the actual installation of structures, materials and equipment.

“Best management practices (BMPs)” means BMPs that are intended to prevent pollutants from entering storm and surface water.

“Clearing” means the act of destroying or removing any pervious or impervious surface by any means, including chemical, mechanical, or by hand.

~~“Comprehensive stormwater management plan” means the latest version of the town’s comprehensive stormwater management plan as adopted by the town council.~~

“Conveyance system” means that part of the storm and surface water system that conveys runoff from any portion of public right-of-way.

Drainage System. See “storm and surface water system.”

“Emergency” means any natural or human-caused event or set of circumstances that disrupts or threatens to disrupt or endanger the operation, structural integrity or safety of the drainage system; or endangers the health and safety of the public; or otherwise requires immediate action by the town.

“Engineering standards” means the current TYP’s stormwater drainage guidelines supplemented by the Washington State Department of Transportation’s (WSDOT’s) engineering standard plans and specifications which include minimum requirements for the design and construction of water, storm and surface water drainage and sanitary sewer facilities.

“Excavation” means the removal of material such as earth, sand, gravel, rock, or asphalt or other solid material used to decrease the ground surface elevation.

“Fill” means earth, sand, gravel, rock, asphalt, or other solid material used to increase the ground surface elevation or to replace excavated material.

“Filling” means any act by which earth, sand, gravel, rock, asphalt, or other solid material is deposited or placed to raise the ground elevation or to replace excavated material.

“Grading” means any excavation or filling or combination thereof.

Impervious Surface. See YPMC 17.08.010.

“Permit,” unless noted otherwise, refers to the site development permit.

“Permittee” means the property owner to whom the site development permit is issued. The property owner may be a person(s), partnership, association, or corporation.

“Pollution” means the contamination or other alteration of the physical, chemical, or biological properties of any natural waters including change in temperature, taste, color turbidity, or odor of the waters, or the discharge of any liquid, gaseous, solid, radioactive, or other substance to any such waters as will or is likely to create a nuisance or render such water harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish or other aquatic life, per RCW 90.48.020.

“Private system” or “private drainage facility” means any element of the storm and surface water system which is not a part of the public drainage system as defined in this code. More specifically, a private system includes facilities directly associated with private buildings or structures such as foundation drains, rockery/retaining wall drains, gutters and downspouts.

“Property owner” means any individual, company, partnership, joint venture, corporation, association, society or group that owns or has a contractual interest in the subject property or has been authorized by the owner to act on his/her behalf.

“Public storm and surface water system” or “public drainage system” means those elements of the storm and surface water system maintained and operated by the town:

1. Located on property owned by the town or in public right-of-way; or
2. Located on property on which the town has an easement, license or other right of use for town purposes.

“Site development permit” means the written permission of the town engineer to the permittee to proceed with the act of installing temporary erosion control measures (including restoration and protection), as well as clearing, grading, and storm drainage improvements within the provisions of this chapter. The site development permit includes the associated approved plans and any conditions of approval as well as the permit form itself.

“Storm and surface water system,” also referred to as the “drainage system,” means the entire system within the town, both public and private, naturally existing and manmade, for the drainage, conveyance, detention, treatment or storage of storm and surface water.

“Stormwater guidelines” means the current TYP’s stormwater drainage guidelines.

“Stormwater management plan” means the latest version of the town’s stormwater management plan as adopted by the town council.

(Ord. 607 § 1, 2009)

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Chapter 20.12 (no changes for storm)

SITE DEVELOPMENT PERMIT

Sections:

- 20.12.010 Permit requirements.
- 20.12.020 Conditions of approval – Project denial.
- 20.12.030 Applications and expiration of permits.
- 20.12.040 Responsibility to have permit.
- 20.12.050 Permit revocation.

20.12.010 Permit requirements.

A. A site development permit is required for all projects involving any of the following:

1. Fill and/or excavation totaling 50 cubic yards or more. Note: Quantities of fill and excavation are separately calculated and then added together, even if excavated material is used as fill on the same site.
2. Clearing 750 square feet or more, as measured at the ground level.
3. Adding 120 square feet or more of new impervious surface.
4. Retaining walls/rockeries over four feet in height as measured from the bottom of the base rock or block.
5. Any grading or paving of an area used for a stormwater facility.
6. Connection, extension and/or modification of the public and/or private storm and surface water drainage system(s) including, but not limited to, detention and other runoff control facilities.

B. The town engineer shall specify the submittal and application materials which are required for a complete site development permit application.

C. As a condition of applying for a site development permit, the applicant shall allow reasonable entrance by town staff to evaluate the project.

D. A site development application must be submitted by the property owner, his/her agent, or his/her licensed and bonded contractor.

E. Other Permits. It is the property owner's responsibility to identify and obtain all permits/approvals required for any proposed work.

F. A Level 1 site development permit is required for a single-family residence which requires a new detention system, or changes to an existing detention system. All other site development permits shall be Level 2 permits. (Ord. 730 § 6, 2023; Ord. 607 § 1, 2009)

20.12.020 Conditions of approval – Project denial.

The town engineer may impose conditions on permit approval as needed to mitigate identified project impacts and shall deny permit applications that are inconsistent with the provisions of this chapter. (Ord. 607 § 1, 2009)

20.12.030 Applications and expiration of permits.

A. An application for a site development permit for which no permit is issued within 180 days following the date of application shall expire. The town may, prior to expiration, extend the time for action for a period not exceeding an additional 180 days.

B. An application for a site development permit may be cancelled for inactivity if an applicant fails to respond to the town's written request for revisions or corrections within 180 days. The town engineer may extend the response period if the applicant provides and adheres to a reasonable schedule for submitting the full revisions.

C. A site development permit shall expire if the authorized work is not begun within 180 days from the date of permit issuance. (Ord. 607 § 1, 2009)

[D. A site development permit which is part of a building permit package shall match the expiration date of the primary building permit for the work. If the building permit expiration date is extended, the site development permit will be extended to the same date.](#)

20.12.040 Responsibility to have permit.

Every contractor or other person working or directing work that requires a permit under this chapter shall have a copy of the permit, approved plans, and applicable terms and conditions thereof on site at all times. (Ord. 607 § 1, 2009)

20.12.050 Permit revocation.

The town may revoke or suspend the site development permit whenever:

A. The work does not proceed in accordance with the plans, as approved, or is not in compliance with the requirements of this code or other town codes.

B. Entry upon the property for the purpose of investigation or inspection has been denied.

C. The permittee has made a misrepresentation of a material fact in applying for such permit.

D. The progress of the work indicates that the plan is or will be inadequate to protect Lake Washington, the public, adjoining property, the street, protected areas, the drainage system, or other utilities, or the work endangers or will endanger the public, the adjoining property, the street, protected areas, the drainage system or other utilities.

E. The permit has not been acted upon or extended within the time allowed pursuant to YPMC 20.12.030. (Ord. 607 § 1, 2009)

Chapter 20.16

EROSION AND SEDIMENTATION CONTROL REQUIREMENTS

Sections:

- 20.16.010 Erosion and sedimentation control (ESC) plan.
- 20.16.020 Discharging of pollutant matter.
- 20.16.030 Control of other pollutants.

20.16.010 Erosion and sedimentation control (ESC) plan.

Erosion and sedimentation control plans (identified as construction stormwater pollution prevention plans, or SWPPPs in the Manual) shall be designed and implemented to prevent sediment from leaving the project site, including but not limited to the requirements established in the current stormwater guidelines. **Ord. 607 § 1, 2009**

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20.16.020 Discharging of pollutant matter.

A. Discharge of polluting matter is prohibited. No person shall discharge, either directly or indirectly, any organic or inorganic matter into the storm and surface water system that may cause or tend to cause water pollution, including but not limited to the following:

1. Petroleum products including but not limited to oil, gasoline, grease, fuel oil and heating oil;
2. Trash or debris;
3. Pet wastes;
4. Chemicals;
5. Paints;
6. Steam cleaning wastes;
7. Washing of fresh concrete for cleaning and/or finishing purposes or to expose aggregates;
8. Laundry wastes;
9. Soaps;
10. Pesticides, herbicides, or fertilizers;
11. Sanitary sewage;
12. Heated water;
13. Chlorinated water or chlorine;
14. Degreasers and/or solvents;
15. Bark and other fibrous material;
16. Antifreeze or other automotive products;
17. Lawn clippings, leaves or branches;
18. Animal carcasses;
19. Sediment;

Yarrow Point Municipal Code

- 20. Acids or alkalis;
- 21. Recreational vehicle wastes;
- 22. Dyes (without permission from the town);
- 23. Construction materials;
- 24. Food waste.

B. Any person responsible for pollutant discharge into the public storm and surface water system who fails to immediately collect, remove, contain, treat or disperse such pollutant materials at the town's request shall be responsible for the necessary expenses incurred by the town in carrying out any pollutant abatement procedures, including the collection, removal, containment, treatment or disposal of such materials. (Ord. 607 § 1, 2009)

20.16.030 Control of other pollutants.

The permittee must properly handle and dispose of other pollutants that are on site during construction so as to avoid possible health risks or environmental contamination. (Ord. 607 § 1, 2009)

Chapter 20.20

GRADING AND STORM DRAINAGE REQUIREMENTS

Sections:

- 20.20.010 Preparation and submittal of grading and drainage control plans.
- 20.20.020 Easement requirements.
- 20.20.030 Construction requirements.
- 20.20.040 Deviations.

20.20.010 Preparation and submittal of grading and drainage control plans.

The applicant shall design and implement grading and drainage control plans (identified as a Stormwater Site Plan, or SSP, in the Manual) for collecting, controlling, transporting and disposing of stormwater falling upon, entering, flowing within and exiting the property under development per the current stormwater guidelines. (Ord. 607 § 1, 2009)

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20.20.020 Easement requirements.

A recorded easement is required prior to issuance of a permit when:

- A. A private drainage facility will be built on property owned by a party other than the applicant or owner;
- B. A private drainage facility will serve two or more properties that are not in common ownership;
- C. Public drainage facilities are located on private property. (Ord. 607 § 1, 2009)

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20.20.030 Construction requirements.

A. General. When constructing or modifying drainage facilities, compliance is required with this code, the stormwater guidelines, the approved permit, plans and specifications, the recommendations of the manufacturer of the materials or equipment used, and any applicable local, state or federal requirements.

B. Failure to Complete Work or Meet Requirements. If the work being performed is not in accordance with these codes or the engineering standards and the permittee is unwilling to change or correct the deficiencies, the town may issue a stop work order until the deficiencies are corrected.

C. Connections to the public drainage system shall be made at a point and in the manner approved by the town engineer. (Ord. 607 § 1, 2009)

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20.20.040 Deviations.

- A. Deviations from the requirements of this code may be granted by the town engineer.
- B. Sufficient information submitted in conjunction with a deviation request must address all of the following criteria:
 - 1. The deviation is in the public's best interest and provides equivalent environmental protection.
 - 2. The deviation provides the least possible change from the requirements of this chapter. (Ord. 607 § 1, 2009)

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

8.3
January 14, 2025

Personnel Policy Update	Proposed Council Action: Approve Amended Personnel Policy
--------------------------------	---

Presented by:	Mayor Katy Harris
Exhibits:	Personnel Policy draft

Summary:

The Personnel Policy for the Town hasn't been updated since 2017. The draft policy included in the packet has been reviewed and updated by Kristin Anger of Summit Law (through WCIA). Changes are highlighted in red.

Recommended Action:

Review and discussion, with final approval on the Consent Agenda in February.

PERSONNEL POLICIES & PROCEDURES

Town of Yarrow Point, Washington

Last update ~~07/2017~~..
Insert date approved by Council

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CHAPTER 1

PURPOSE AND SCOPE

1.01 WELCOME MESSAGE

Congratulations on your selection as a Town of Yarrow Point employee. Every Town employee is selected for the breadth of their job skill and their positive approach to customer service. We must be good not only at our own jobs, but also be able to help others be good at theirs. We select each Town employee expressly for their ability to enhance our team approach to Town services.

While some Town of Yarrow Point employees provide direct services to citizens, the Town is, in large part, a “contract Town,” which means other government agencies or private companies contract with the Town to provide services that would be cost prohibitive for the Town to offer on its own.

We pride ourselves on selecting, training, and supporting a high quality, multi-talented, flexible, and customer service-oriented Town staff. We believe that our competitive pay and ~~extensive~~ benefits help us to attract and retain excellent employees. Welcome to the Town of Yarrow Point team!

1.02 EMPLOYEE ACKNOWLEDGMENT FORM

Each employee of the Town must read and sign an acknowledgment form as follows:

~~Enclosed~~ Included are the Town of Yarrow Point’s personnel policies. It is your responsibility to read these policies and ask questions about anything you do not understand. These policies will acquaint you with employee benefits, the Town’s personnel practices and rules, and some organizational philosophy.

It is important to understand that these policies do not promise specific treatment in specific circumstances: they do not create an employment contract either express or implied and they do not guarantee employment for any length of time with the Town.

Consistent with the Town’s responsibility to be flexible in responding to emerging citizen needs, these policies are themselves flexible. The policies are general guidelines only. Although we hope that your employment relationship with the Town will be long term, we recognize that at times things do not always work out as hoped. Either of us may

decide to end the employment relationship at any time and for any reason.

Also, as the Town grows and changes, personnel policies may change. The Town, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Town. While we endeavor to advise employees of changes in the personnel policies, we provide no guarantee that you will receive either actual or constructive notice of such changes either before or after a change is implemented.

Please also understand that no elected official, supervisor, manager or representative of the Town other than the Mayor has the authority to make any written or verbal statements or representations that are inconsistent with these policies.

If you have any questions about these policies or any other policies of the Town, please feel free to ask the Mayor.

1.03 ORGANIZATIONAL CHART

Yarrow Point is a “Mayor-Council” municipality. The citizens elect the Town Council and Mayor at large. The Mayor acts as the Town’s Chief Executive Officer and the Chair of the Council. The Council then biannually elects from among its members a Mayor Pro Tem to serve as Chair of the Council in the Mayor’s absence. All Town employees work under the direction and supervision of the Mayor. In the Mayor’s absence, the Clerk-Treasurer will supervise day-to-day activities.

The Town Council approves positions, pay ranges and benefits when adopting the budget. The Mayor is responsible for the individual pay and benefit administration within these Council-approved pay and benefit plans. Please feel free to discuss with the Mayor your position, how it fits into the organization, and how your pay is determined.

1.04 TOWN HISTORY

Yarrow Point is a small town within a major metropolitan area, and as it has always been, is a peaceful refuge from urban bustle. Prior to the Town’s incorporation in 1959, Yarrow was a bucolic Lake Washington peninsula. Leigh S.J. Hunt, editor of the *Seattle Post-Intelligencer* purchased much of the Point in about 1886 and proceeded to develop it as a country estate. On its northern shore he built a home he named “Yarrow” after a flower and a favorite poem by William Wordsworth. Over time the name seemed suitable for such a lovely place, and the area became known as Yarrow Point.

Up until World War II, landowners farmed holly trees, vegetables and strawberries or took the ferry over Lake Washington to work in Seattle. With the construction of the

SR520 floating bridge and the post-war housing boom, things began to change, but a group of citizens made sure they didn't change too much. When a commercial development threatened the quality of life here, a movement began towards creating a local government and assuming local control over decision making. Yarrow Point officially incorporated as a Town on June 15, 1959.

Since then, Yarrow Point has evolved into a suburban residential community, proud of the history, eager to retain its unique quality of life and looking ahead to future challenges. Today Yarrow Point is a community of just about 4,000 1135 people. The Town Council, residents and staff face the tasks ahead with enthusiasm, innovation, and energy. There is a special atmosphere and attitude in a town such as ours. We recognize a unique opportunity to do things differently, to make changes that improve the quality of life, and to positively shape the future of our community.

1.05 PUBLIC SERVICE

Members of Town staff strive to provide quality customer service. This means making visitors to Town Hall feel welcome, answering citizens' questions and concerns in an efficient and timely manner, and following through to ensure that each citizen inquiry is resolved to the best of our ability.

"Public service" is important to all of us at Town Hall. We are here to transform Town Council goals into reality, to ensure tax dollars are spent prudently and to help citizens find solutions to their problems. The Town of Yarrow Point is a Town of innovation; one that recognizes that there is always room for improvement and that effectively resolving issues requires flexibility and ingenuity. We pride ourselves on our willingness to grow and learn from past mistakes and build on the successes of others. We are committed to preserving the Town of Yarrow Point as a quality community in which to live.

1.06 SCOPE OF POLICIES

These personnel policies apply to all Town employees. In cases where these policies conflict with a Town ordinance, state or federal law, a personal services contract, or union contract, the terms of the law or contract prevail. In all other cases, these policies apply.

1.07 CHANGING THE POLICIES

As the Town grows and changes, these personnel policies may also change. The Town, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Town. While we endeavor to advise employees of changes in the personnel policies, we provide no guarantee that you will

receive either actual or constructive notice of such changes either before or after a change is implemented.

1.08 ADMINISTRATION OF THE PERSONNEL SYSTEM

These policies and the Town's personnel system shall be administered as follows:

Town Council: Adopts a budget that provides for authorized positions, salary ranges and benefits. The Council shall adopt, amend, or revise these personnel policies by resolution.

Mayor: Has responsibility for developing, implementing, and interpreting the personnel policies. The Mayor is responsible for the final decision on hiring, termination and discipline of all employees.

Employee: Employees are full partners with the Town in reading, understanding, and following the personnel policies. Employees are required to sign a statement of understanding and acceptance of the personnel policies. Comments, suggestions and complaints should be discussed with the Mayor.

1.09 DEFINITIONS

Immediate Family: Includes the employee's spouse, registered domestic partner, child, stepchild, parent, brother or sister, mother or father-in-law, son or daughter-in-law, grandparent, grandchild, and those over whom the employee has legal guardianship.

Regular Full-Time Employee: An employee who has successfully completed a working test period as defined in these policies and who regularly works either forty (40) hours per week or such other number of hours per week of work as the Mayor shall establish as a full-time week of work. Regular full-time employment status does not imply or guarantee for-cause status.

Regular Part-Time Employee: An employee who has successfully completed a working test period as defined in these policies and who regularly works less than forty (40), or such other number of hours per week of work as the Mayor shall establish as a full-time work week, but at least an average of one-half of the hours of work per week worked by a regular full-time employee. Regular part-time employment status does not imply or guarantee for-cause status.

Part-Time Seasonal Employee: An employee who normally works less than forty (40) hours per week, on a seasonal basis. The employees who work in the summer months for the Public Works Department, are considered part-time seasonal employees.

At-Will Employee: All employees, including regular full-time and regular part-time employees, are considered at-will employees, unless the employee has a written employment contract modifying at-will status. At-will employees can be dismissed without cause.

Contractors: An individual or firm retained to provide professional services to the Town as independent contractors pursuant to a professional services contract. Contractors are not employees of the Town.

Short-Term Volunteer: A Town volunteer working less than eight hours per week for a period not exceeding three months.

Temporary Employee: Employees who hold jobs of limited duration due to special projects, abnormal workloads, or emergencies. Temporary employees are always at-will and their employment is based on the current needs of the Town.

Working Test Period: Initial period of employment usually lasting for ~~one year~~ **six months** during which time either the Town or the employee may terminate employment for any or no reason. Following a successful working test period employees are granted regular employment status. The working test period may be extended under certain circumstances (see Section 3.06). Unless otherwise specified, when regular employees are referred to in these policies, they shall include working test period employees.

Anniversary Date: The date the employee commenced work with the Town; or a date based on the commencement of employment but adjusted for periods of unpaid leave. Benefits normally calculated based on the anniversary date include vacation and sick leave eligibility and accrual, eligibility for insurance and retirement programs and calculation of years of service with the Town.

Exceptional Performance: When an employee demonstrates superior performance by achieving work goals ahead of schedule, under budget, and/or otherwise performing operational duties above and beyond expectations.

Position Date: The date an employee commences work in a specific position or classification.

Performance Review Date: The date established by the Mayor as the next formal performance review date for an employee. Normally this occurs twelve months from the last review date. However, the performance review date may be delayed or accelerated based on an employee's performance. Adjustments to an employee's salary normally occur on the performance review date.

Training: Education the Town provides to an employee to enhance or improve the employee's performance. Training is usually scheduled at Town expense and on Town time.

1.10 EMPLOYEE STATUS

All employees of the Town are "at-will" employees.

CHAPTER 2

GENERAL POLICIES AND PRACTICES

2.01 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Town of Yarrow Point is an equal employment opportunity employer. It is the policy of the Town to treat employees and job applicants based on job-related qualifications and competence. These policies and all Town employment practices shall be applied without regard to an individual's gender, race, color, religion, national origin, age, sexual orientation, gender expression or identity, genetic information, marital status, honorably discharged veteran or military status, citizenship or immigration status, pregnancy, disability, or any other basis prohibited by applicable law.

The Town does recognize the importance of, and is committed to, achieving workforce diversity that reflects the diversity of its residents. Toward this end special effort will be made during employee recruitment to reach out to minority populations and thus widen the applicant pool, striving for proportional representation for all.

As part of the Town's commitment to workforce diversity, it will make good faith efforts to provide reasonable accommodation of an employee's sincerely held religious belief, unless the requested accommodation would create an undue hardship.

2.02 DISABILITY DISCRIMINATION PROHIBITED

The Town will not discriminate against qualified applicants or employees with a disability, and it will provide reasonable accommodation as required by law. An employee who reasonably believes that he/she needs assistance in accommodating a disability shall make a written request to the Mayor specifying the accommodation requested.

2.03 REASONABLE ACCOMMODATION OF PREGNANCY AND RELIGIOUS BELIEFS

An employee who needs accommodation due to pregnancy may be afforded the following accommodations with or without medical certification: frequent, longer, or flexible restroom breaks; seating or allowing the employee to sit more frequently; and limiting lifting to 17 pounds or less. In addition, a pregnant employee may be entitled to other workplace accommodation(s), as long as there is no significant difficulty or expense and subject to written certification from a health care professional regarding the need for the requested accommodation. For up to two years following childbirth, an employee will be afforded reasonable breaks during the workday as needed to express breast milk and will be provided a private location for this purpose.

The Town will also reasonably accommodate the sincerely-held religious beliefs of an

employee, unless a requested accommodation would result in undue hardship.
Any requests for accommodation related to pregnancy or religious beliefs should be made to the Mayor.

2.04 LIFE THREATENING/COMMUNICABLE DISEASES

Employees with life threatening illnesses or communicable diseases are treated the same as all other employees. They are permitted to continue working as long as they are able to maintain an acceptable level of performance and medical evidence shows they are not a threat to themselves or their co-workers. The Town will work to preserve the safety of all its employees and reserves the right to reassign employees or take other job actions, including termination, when a substantial and/or unusual safety risk to the employee, co-workers or the public exists.

2.05 ANTI-HARASSMENT/NON-DISCRIMINATION POLICY

It is Town policy to foster and maintain a work environment that is free from discrimination and unlawful harassment. Toward this end, the Town will not tolerate discrimination or unlawful harassment by employees or of employees by anyone, including any co-worker, contractor, vendor, member of the public, or other third party.

Unlawful harassment is defined as verbal, physical or visual conduct that demeans or shows hostility or aversion toward another employee or member of the public based upon that person's protected status, such as gender, race, sexual orientation, gender expression or identity, ancestry, religion, national origin, age, disability, marital status, veteran status, citizenship or immigration status, or other protected group status. The Town will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

See Section 2.06, Unlawful Harassment/Discrimination Complaint Procedure for guidance on what to do if you experience harassment.

2.06 SEXUAL HARASSMENT PROHIBITED

Sexual harassment is one form of unlawful harassment and will not be tolerated in the Town of Yarrow Point. Prompt disciplinary action will be taken against any employee who commits or participates in any form of sexual harassment. Sexual harassment includes any unwelcome or personally offensive sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature (or aimed at just one sex) by supervisors, co-workers or third parties such as customers or vendors. Harassment is illegal when used as a part of a decision to hire or fire someone or when used to make other employment decisions such as changes in pay, promotion, or job assignment. It is also illegal when it interferes with the employee's work performance or creates a hostile, offensive or intimidating work environment. Sexual harassment can include verbal behaviors such as unwanted sexual comments, suggestions, jokes, pressure for sexual favors, or foul or crude language; non-verbal behavior such as suggestive looks or leering or the display of sexually oriented or explicit materials; and physical behavior such as pats or squeezes, obscene gestures, or repeatedly brushing against someone's body.

If you have a sexual harassment complaint, or if you believe you have witnessed unlawful harassment, please follow the steps below in Section 2.07 Unlawful Harassment or Discrimination Complaint Procedure.

2.07 UNLAWFUL HARASSMENT OR DISCRIMINATION COMPLAINT PROCEDURE

The Mayor is responsible for ensuring an atmosphere free of discrimination and unlawful harassment. Further, employees are responsible for respecting the rights of their co-workers and others, including the citizens they serve.

The following procedure outlines the steps to take if you experience unlawful harassment or discrimination on the job.

- (1) If you believe or feel you are being harassed or discriminated against, you may make it clear to the other person that you are offended and that their behavior is not welcomed. If this does not resolve the matter or if you are uncomfortable with such direct communication, you should move to step 2.
- (2) If you experience or witness any job-related harassment or believe you have been treated in a discriminatory manner, promptly report the incident to the Mayor.
- (3) All complaints will be investigated promptly by the Town's attorney or designee. Upon receiving a complaint from the employee or a supervisor, the Town's attorney shall promptly initiate an investigation and upon completion of the investigation recommend to the Mayor or Town Council whether further action should be taken. If the investigation shows the accused employee did engage in harassment, appropriate disciplinary action will be taken, up to and including termination, that is necessary to stop any further harassment and to return to a professional work environment.
- (4) Both the employee filing the complaint and the alleged offender shall receive either a verbal or written response to the complaint. Unless extra time is needed for a thorough investigation, the response will normally be given within thirty (30) days of the date the complaint was received.
- (5) The Town prohibits retaliation of any kind against an employee or member of the public for filing a good faith complaint under this policy or for assisting in a complaint investigation. Any employee who retaliates against a complainant may be subject to disciplinary action. If you feel that you have been retaliated against for filing a complaint or cooperating with an investigation, use this procedure to report it immediately.
- (6) Any employee who is found to have made knowingly false harassment allegations against another person will be subject to disciplinary action or other appropriate sanctions up to and including dismissal.

2.08 WORKPLACE VIOLENCE PROHIBITED

The Town of Yarrow Point strictly prohibits threatened or actual workplace violence. This includes, but is not limited to, any of the following conduct associated in or around the workplace, or otherwise related to Town employment:

- Threatening injury to damage against a person or property;
- Fighting or threatening to fight with another person;
- Threatening to use or the possession, custody, storage, or control of a weapon on Town premises;
- Abusing or injuring another person;
- Abusing or damaging property;
- Using obscene or abusive language or gestures in a threatening manner;
- Raising voices in a threatening manner.

(Because of the potential for misunderstanding, joking about any of the above misconduct is also prohibited.)

"Weapon" Definition: The term "weapon" is defined in its broadest sense and means any object or substance that ordinarily is capable of inflicting death or serious bodily harm including, but not limited to: a hand gun or any other firearm or similar device; a knife (other than a pocket knife with a blade less than three inches in length); or other item intended for physical harm, such as straight razor or other dangerous sharp object, explosive device, electronic stun device, mace, pepper spray, or other chemical assault propellants.

"Town Premises" Definition: The term "Town premises" means all areas under Town ownership and/or control, including, but not limited to buildings, offices, vehicles, work areas, lounges, parking lots, desks, cabinets, lockers, and storage areas, provided that this term does not include an employee's personal vehicle if it is not used for work-related activities and there is no immediate threat to human health, life, or safety. The Town reserves the right to search all Town premises and employee property brought onto Town premises when the Town determines that such a search is a reasonable and necessary precaution for workplace safety.

Reporting Violent Conduct: Any workplace violence incidents or incidents indicating a potential for violence are to be reported by an employee to the Mayor or the Town's attorney as soon as possible. Incident reports are to be completed, as appropriate. If the Mayor determines that an employee has violated this policy, the employee will be subject to immediate discipline up to and including discharge, as deemed appropriate by the Town. The Town shall handle specific concerns with customers or other public parties as it determines under its policies and procedures. If at any time an employee

has a reasonable belief that there is imminent danger, the employee should contact law enforcement as soon as possible for immediate action (e.g., 911 call).

Reporting Domestic Violence: The Town of Yarrow Point will provide appropriate support and assistance to employees who are victims of domestic violence (defined below). This includes confidential means for coming forward for help, resource and referral information, work schedule adjustments or leave as needed to obtain assistance as feasible. Other appropriate assistance will be provided based on individual need.

The Town is committed to working with employees who are victims of domestic violence to prevent abuse and harassment from occurring in the workplace. No employee will be penalized or disciplined solely for being a victim of harassment in the workplace.

Employees who are perpetrators of domestic violence are also encouraged to seek assistance. The Town will provide information regarding counseling and certified treatment resources and make work schedule arrangements to receive such assistance.

The Town will not tolerate domestic violence including harassment of any employee, contractor, or any other member of the public while in Town offices, facilities, work sites, vehicles, or while conducting Town business. This includes the display of any violent or threatening behavior (verbal or physical) that may result in physical or emotional injury or otherwise places one's safety and productivity at risk.

Any employee who threatens, harasses, or abuses someone at the workplace or from the workplace using any Town resources such as work time, workplace phones, FAX machines, mail, email, or other means may be subject to corrective or disciplinary action up to and including termination. Corrective or disciplinary action may also be taken against employees who are arrested, convicted, or issued a permanent injunction as a result of domestic violence when such action has a direct connection to the employee's duties as a Town employee.

All employees need to take seriously the problem of domestic violence and its effects in the workplace. The Town will take all reasonable measures to foster a safe working environment for all employees, contractors, and citizens.

"Domestic Violence" Definition: The physical, sexual, and/or psychological abuse of an individual perpetrated by a current or former intimate partner.

Imminent Danger/Violence Incident Procedure: Any employee who reasonably believes that a situation with an aggressive employee, guest, contractor, vendor, or other party (e.g., any person who uses obscene or abusive language or gestures, makes threats, or acts in a violent or threatening manner) may immediately become violent putting the employee or others in imminent danger at the work site, should take immediate action and contact law enforcement as soon as possible (e.g., 911 call). The employee should promptly leave the work area and report to the Mayor or the

Town's attorney. (As appropriate, however, the employee should first try and secure the area and see that no other individuals are potentially at risk). No disciplinary action shall be taken against any employee who leaves a work area when the employee has a reasonable belief that an emerging situation with an aggressive person is likely to turn violent at that time at the work site. The timing and circumstances of possible return by the employee to the work area should be coordinated by the employee with the Mayor. The employee, supervisor and/or police personnel shall follow Town procedures in response to such events, including incident reporting and appropriate action deemed necessary by the Mayor.

Security Precautions: All Town security policies and rules must be always adhered to. To prevent inappropriate outsider access, Town solicitation and access rules must be strictly followed. It is especially important that building security rules and procedures are specifically enforced at all times (e.g., doors locked after hours). Failure to comply with these requirements may lead to disciplinary action, up to and including discharge, as deemed appropriate by the Town.

2.09 EMPLOYEE PERSONNEL RECORDS

Access to an employee's personnel file generally is limited to the Mayor and Clerk-Treasurer, or the employee's immediate supervisor, although labor laws, collective bargaining agreements, public disclosure laws and other laws or regulations may mandate access by other persons to the personnel file. The personnel file contains such items as the employee's job application, job description, emergency numbers and contacts, performance evaluations, salary information, training records, disciplinary actions, and letters of commendation.

Employee's Right to Inspect File: Employees have the right to review their own file and may request removal of irrelevant or erroneous information. If the Town denies the employee's request to remove the information, the employee may submit a written statement of explanation to be placed in his/her file. If you wish to see your personnel file, please make your request to the Mayor. Employees have the right to a copy of any information in their files.

It is the employee's responsibility to keep all personal contact and benefits information including address, phone number and beneficiaries up to date. This information should be given to the appropriate member of staff as soon as is reasonably possible to ensure accurate disbursement of benefits.

CHAPTER 3

EMPLOYMENT PRACTICES

3.01 MERIT EMPLOYMENT

Consideration in the selection, placement and retention of employees shall be based on merit. Merit is defined as the match between the knowledge, abilities, skills, and interest of the individual and the requirements of the position as well as how the employee performs the duties of that position. Selection processes will be job related and will attempt to measure a candidate's knowledge, abilities, skills, and interests as they relate to the duties of the position.

3.02 APPOINTING AUTHORITY

The Mayor may appoint and remove ~~all officers and~~ any employee of the Town. Supervisors may make recommendations to the Mayor regarding the appointment and removal of employees.

3.03 HIRING PROCEDURES

The Town will administer such pre-employment examinations and background checks to test and verify applicants' qualifications, abilities, and background as is legally required and as the Town deems necessary. Examples of such procedures include requiring applicants/employees to show proof they are authorized to work in the United States, driving record checks and requiring applicants/employees who have unsupervised access to children to complete a disclosure statement and submit to a State Patrol background check.

Driving Record/License: Applicants for positions in which the applicant is expected to operate a motor vehicle will be required to present a valid Washington State driver's license. Driving records of applicants may be checked. Applicants with poor driving records, as determined by the Town, may be disqualified for employment with the Town in positions requiring driving.

Offers of Employment: After a candidate's selection or promotion has been approved by the Mayor, the Mayor will notify the candidate in writing and officially extend an offer of employment or promotion, including compensation levels and conditions of employment. The candidate must be made aware that employment and compensation are always subject to budget availability and continued satisfactory performance. No Town representative other than the Mayor has the authority to enter into any agreement for employment for a specific period of time or make any agreement contrary to at-will

employment. In limited cases, the Mayor may delegate this hiring authority. Any such delegation will be expressed in writing.

3.04 CONTRACT SERVICES

The Town may contract for professional services that are not available in house. When the Mayor determines that architectural design, engineering study and design, landscape architecture or structural design services are needed, the State of Washington's uniform policy for the procurement of these services specified in Ch. 39.80 RCW must be followed. Any service that would be provided by one of the above listed professionals, in their capacity **as a registered architect, engineer or land surveyor must also be procured under the process outlined in State code.** These additional professional services might include geotechnical, environmental, aerial photography and GIS mapping services provided by registered professionals.

Other professional services offered by attorneys, planners, accountants, information technology consultants, bond brokers or counsels or other professionals may be procured by direct negotiation with a selected firm or individual.

Scope of work, compensation, and other terms for contract service providers (or "contractors") will be established in service contracts approved by the Town Council. All contracts must be kept current. Contractors are not Town employees and are not eligible to participate in employee benefit programs.

3.05 TEMPORARY EMPLOYEES

Temporary employees may be used to temporarily replace regular employees who are on vacation or other leave, to meet peak workload or seasonal needs, or to temporarily fill a vacancy until a regular employee is hired.

Temporary employees may be hired without competitive recruitment or examination, although all hiring processes must comply with state and federal laws.

The Town will not employ a temporary employee for more than six months. Limited exceptions to this policy may be made but must be approved by the Town Attorney.

Compensation/Benefits: Temporary employees are eligible for overtime pay as required by law; non-exempt employees will accrue sick leave consistent with applicable legal requirements. Temporary employees normally do not receive retirement, vacation, health insurance, holidays, or any other benefits during their employment. The Mayor may offer benefits to temporary employees on a case-by-case basis, considering the Town's need for the employee, the employee's skills and abilities, and the estimated length of temporary employment with the Town. Temporary employees will normally not be placed on the state PERS retirement system, although there are some exceptions depending on PERS eligibility criteria. Eligibility for PERS does not imply or guarantee eligibility for other benefits.

3.06 VOLUNTEERS

The Town wishes to make use of the rich skills and talents and goodwill of individuals and organizations within the community to benefit the entire community without adding unnecessary liability to the citizens of the Town.

Individual volunteers and organizations that perform voluntary services in conjunction with the Town must do so in a safe, appropriate, and legal manner in accordance with Town policies.

Scope of Volunteer Service: Except for short-term volunteers (see section 1.09), a scope of volunteer service description will be provided to individual volunteers and organizations. The scope of work will identify the policies and procedures for each volunteer service project and will include the following:

- a. The duties of the volunteer service assigned
- b. Supervision responsibilities
- c. Training and orientation prior to performing the volunteer service
- d. Personal protective equipment to be provided
- e. Name of contact person and description of how to contact them, and
- f. Any other relevant information

Liability Coverage: The Town is self-insured through the Washington Cities Insurance Authority (WCIA) for comprehensive liability coverage. Volunteers working within the scope and on behalf of the Town have liability coverage under the WCIA Coverage Document. Liability insurance is not medical insurance. The Town does not provide regular medical insurance for volunteers. The WCIA Coverage Document excludes volunteer coverage for those under the age of 14 years and for those volunteers working through another organization. Therefore, the Town cannot utilize any individual volunteers under the age of 14 years unless such individuals are volunteering as a part of a group that is providing its own insurance naming the Town as “additional insured”.

All organizations performing volunteer services shall provide proof of Commercial General Liability coverage in a per-occurrence amount set by the WCIA and/or the Mayor, naming the Town as an additional named insured. Each organization providing volunteers to the Town must sign a waiver holding the Town harmless for any injuries and claims of any kind resulting from the actions of the volunteers of that organization in addition to providing the supervision necessary for the project.

Timekeeping for Volunteers: Except for short-term volunteers and Town Council-appointed commission or committee members, all volunteers must submit monthly records of their time spent in volunteer service. Failure to do so may result in separation

from volunteer service with the Town. Short-term volunteers are not required to submit time records; nevertheless, each month, the designated supervising staff member must estimate and report the short-term volunteer hours to the Clerk-Treasurer. All volunteer worker hours must be reported to the Clerk-Treasurer.

Personal Injuries: The Town's Workers' Compensation plan provides limited medical insurance coverage for volunteer workers injured while working for the Town. Workers' Compensation does not provide any compensation for time lost from a regular job due to an injury while volunteering for the Town, nor does Workers' Compensation provide coverage for any permanent injuries to a volunteer.

Supervision: When individual volunteers are utilized, the Town will provide appropriate supervision. When organizations provide volunteers for service to the Town, the organization must provide adequate supervision of its volunteers and the Town will provide overall supervision of the project.

Provision of Personal Protective Equipment: The Town shall provide personal protective equipment as required for the scope of work and identified by the Washington Industrial Safety and Health Act and WAC 296.24. All volunteers requiring personal protective equipment shall be provided adequate training in its proper use and care. The staff member providing this training shall document this training and provide a copy of this documentation to the Clerk-Treasurer.

Volunteer Travel: Unless specifically authorized in writing and in advance, time spent in volunteer service does not include the commute to, from, or between job sites.

Termination of Volunteer Service: The Town and/or the volunteer may terminate volunteer service at any time without cause.

Background Checks: As required in RCW 43.43.834 all persons potentially coming into contact with children or vulnerable adults will have completed a background check for history of abuse and/or sexually deviant behavior or other crimes of violence. A copy of the results of this background check will be provided to the volunteer. In addition, if volunteers are performing court ordered community service, the volunteer is required to disclose the nature of the infraction or offense for which they are serving. The Town reserves the right to require a background check on any volunteer as a condition of either becoming or being retained as a volunteer. Lastly, the Town may check references for potential volunteers.

Documentation of Training: The Town should provide volunteers with adequate instruction and training. Training records identifying specific training provided, any testing results and attendance sheets will be maintained by the Town for a minimum of three years. These records will be provided to the Clerk-Treasurer upon completion of training.

Waivers: Organizations providing volunteer service should sign an “Agreement Regarding Organizational Service with the Town,” including the agreement to defend, indemnify and hold the Town harmless for any claims or lawsuits that arise out of their activities. All organizational volunteer service agreements must be reviewed and approved by the Town’s attorney.

Individual volunteers should sign an "Agreement Regarding Individual Volunteer Service with the Town." Short-term volunteers should sign a “Volunteer Release” form.

3.07 WORKING PROBATION PERIOD

Upon hire or appointment, all employees enter a working probation period that is considered an integral part of the selection and evaluation process. The working test period gives an employee time to learn the job and the supervisor time to evaluate whether there is an appropriate match between an employee and the job. Resignation or termination during the working test period may be deemed a separation in good standing.

The normal working probation period is ~~twelve~~ **six** months from the employee's date of hire, re-hire, or promotion. The Mayor may for any reason extend the working probation period up to three additional months not including any periods of absence from work of the employee. The Mayor shall indicate, in writing, successful completion of the working probation period.

Performance Reviews: During the working probation period, the employee's performance may be evaluated orally or in writing on a scheduled basis or as needed. These evaluations may document that the employee is successfully completing the working probation period, provide a written plan of improvement that includes what is needed for the employee to gain regular employment status or recommend termination of employment.

If an employee's performance is substandard and does not improve, if it becomes clear that an employee is unable to satisfactorily learn the position, or if the match between the Town and an employee does not seem appropriate, an employee may be terminated at any time for any reason during the working probation period. Only in unusual circumstances, as authorized by the Mayor, will the working probation period be extended to further evaluate performance.

Use of Sick Leave/Vacation: Working test period employees may use sick leave as it accrues but may not use accrued vacation until having completed six (6) months of employment. If an employee is voluntarily or involuntarily terminated during the working test period, no payoff of accrued vacation is made.

3.08 PROMOTIONS

The Town's policy is to encourage promotion from within the organization ~~whenever possible~~. Openings will usually be posted so that employees may become aware of opportunities and apply for positions in which they are interested and for which they are qualified. Current employees applying for positions will be given preference when qualifications are equal to or exceed those of outside candidates.

New Working Probation Period: After promotion to a new position, a new working probation period of ~~one year~~ **six months** must be completed, unless waived or reduced by the Mayor. In the case of unsatisfactory performance in a promotional situation, the employee will be considered for (but not guaranteed) transfer back to the previous position or level formerly held by the employee, if that position or a position at that level is open and available.

CHAPTER 4

HOURS AND ATTENDANCE

4.01 WORKING HOURS

The Town's basic workweek is Sunday 12:01 a.m. through Saturday midnight. Town Hall is open for regular business on Monday through Thursday from 8:30 a.m. to 4:30 p.m., and Friday from 8:30 a.m. to 12:00 noon. ~~The schedule for most full-time, non-exempt employees is Monday through Thursday from 8:30 a.m. to 4:30 p.m., and Friday from 8:30 a.m. to 12:00 noon.~~ A normal working schedule for regular, full-time employees is based on forty (40) hours each workweek. Different work schedules or workweeks may be established by the Mayor.

The Public Works Coordinator's work hours are 7:30 a.m. to 3:30 p.m. Monday through Friday. Part-time seasonal employees' work hours are determined by the Mayor.

4.02 OVERTIME/COMPENSATORY TIME

Exempt employees are not covered by the FLSA overtime provisions and do not receive overtime pay or compensatory time. An exempt employee is paid to perform a job that may not necessarily be completed in a normal workweek. There will be no actual deduction in pay for absences of less than a full day for personal reasons, illness, or disability.

Part time employees are eligible for overtime/compensatory time as approved by the Mayor.

4.03 ATTENDANCE

Employees are expected to report for work on time and maintain good attendance. If an employee is unable to report to work on time, the employee should notify the Mayor before the work day begins or within thirty (30) minutes of the employee's scheduled start time. If an absence continues beyond one day, the employee must call in to the Mayor each day. If the Mayor is unavailable, the employee should leave a message on the Mayor's voice mail.

4.04 ADVERSE WEATHER, EMERGENCIES, AND NATURAL DISASTERS

During periods of inclement weather, an emergency or a natural disaster, the Town should continue to provide essential public services. Therefore, employees must make every reasonable effort to report to work if they can do so without endangering their personal safety. An employee who is unable to travel to work or expects to arrive at work late shall advise the Mayor by phone.

During periods of inclement weather, emergency or a natural disaster, employees may be assigned emergency services work schedules other than their normal work assignments.

If, due to inclement weather, emergency or a natural disaster, the Town determines either to send employees home before the conclusion of their workday or not to have employees come to work, the employees will be paid their normal rate of pay for their regularly scheduled hours for that day. If conditions preventing employees from coming to work continue beyond a day, the Mayor shall determine work status for employees.

4.05 CALL BACK

All employees are subject to call back in emergencies or to provide necessary services to the public. Non-exempt (FLSA covered) employees called back to duty will be paid at their regular rate, with the overtime rate paid for hours worked in excess of forty per workweek.

4.06 PERSONAL PHONE CALLS

Employees are not permitted to make personal long distance phone calls that are charged to the Town. However, if Town business creates an unforeseeable need for the employee to work late, a brief, long distance personal call, for the purpose of notifying family members, is permitted.

CHAPTER 5

COMPENSATION

5.01 SALARY PLAN

The Town Council approves an annual budget with a salary schedule proposed by the Mayor that establishes pay ranges for each job classification.

5.02 SALARY POLICY

It is the intent of the Town Council to attract and retain quality Town employees. Within budget limitations, the Town endeavors to pay salaries competitive with those of other employers in the applicable labor market. Salaries are reviewed on an annual basis and, resources permitting, a cost of living or market adjustment may be applied to salary ranges by the Mayor.

5.03 GENERAL SALARY PRACTICES

Employee Pay Rates: Employees shall be paid within the appropriate salary range. The Mayor shall determine pay within the range. The Mayor may establish a temporary entry salary at a trainee rate that is not more than 10% below the entry-level salary for that position.

Starting Rate of Pay: New or promoted employees will normally start their employment at or near the beginning of the pay range for their classification. The Mayor, however, may approve compensation at a higher rate within the salary range when qualified applicants cannot be recruited or it is determined that the applicant has experience and qualifications that warrant a higher salary. When the starting pay of a newly appointed employee exceeds mid-point of the applicable pay range, the Mayor will report the reasons to the Town Council.

Merit Increases: If performing satisfactorily, employees are eligible for a merit salary increase within the range for their position effective on their scheduled performance review date (usually their anniversary date). Merit increases are subject to the Town's budget and resources.

Salary increases are contingent upon satisfactory performance by the employee and confirmation of such performance in the written employee's evaluation. If an employee's performance is unsatisfactory, the Mayor may defer a scheduled pay increase for a specified period of time or until the employee's job performance is satisfactory. Successful completion of a written work plan for improvement, agreed to between the Mayor and employee, must occur before the employee is eligible to receive a deferred

salary increase. No deferred salary increase shall be made retroactive. Cost of living adjustments approved by the Mayor will not be tied to performance.

The Mayor may accelerate by up to three months the performance review dates and pay increases for employees with exceptional performance.

The Mayor is responsible for making sure performance evaluations are completed in a timely manner and that merit increases are forwarded to the Clerk-Treasurer.

5.04 PAYDAYS

Employees are paid monthly, but no sooner than the 25th of each month for work performed each month. If a regularly scheduled payday falls on Saturday or Sunday, paychecks will be distributed on Friday; if it falls on a holiday, paychecks will be distributed on the last regularly scheduled working day preceding the holiday. Certain employees, depending upon their work schedules, may be paid on alternate schedules.

Pay Deductions: The Town will withhold from the employee's paycheck those deductions required by law and any voluntary deductions (e.g. health insurance premiums, flexible spending accounts, automatic deposits, ~~health club membership dues~~, retirement, voluntary life or disability insurance, charitable or nonprofit organizations) authorized by the employee and approved by the Mayor.

Any employee who believes there are any errors in their pay, including an overpayment, underpayment, or improper deductions from pay, should report your concerns to the Clerk-Treasurer immediately. The Town will promptly investigate all reported wage and pay complaints and, if appropriate, take corrective action to remedy identified errors. Retaliation against an employee who raises a concern about improper wage or pay is prohibited.

Payroll Records: Official payroll records are kept by the ~~Fiscal Coordinator on behalf of the~~ Clerk-Treasurer. Each employee shall submit a time sheet signed by the employee and the Mayor on a monthly basis noting hours or days worked, leave taken and overtime worked. Falsification of payroll records will be grounds for immediate discharge.

5.05 GARNISHMENT

The Town will enforce garnishments and wage attachments as required by federal or state laws. A court ordered writ of garnishment will not be cause for corrective action or discharge.

5.06 COMPENSATION UPON TERMINATION

Upon a regular employee's separation from Town employment, the employee will

receive the following compensation: regular wages for all worked hours that have not been paid; any overtime, compensatory time or holiday pay due; and payment of any accrued but unused vacation authorized for payment, if applicable. Payment will be made at the next regular payday. (See sections 7.01 and 7.03).

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CHAPTER 6

EMPLOYEE BENEFITS

6.01 RETIREMENT BENEFITS

All retirement benefits shall be a fringe benefit accruing to the employee by virtue of employment with the Town and shall not be considered part of the employee's regular rate of pay.

All Town employees contribute to Social Security and the Medicare insurance portion of FICA.

State Retirement System (PERS): All regular full-time and eligible part-time employees are covered by the statewide retirement system, the Public Employees Retirement System (PERS). Benefit levels, contribution rates, and eligibility criteria are set by the State of Washington.

Deferred Compensation Plan: The Town provides a voluntary deferred compensation 457 plan for employees.

(See Appendix "B" for more details on retirement plan benefits and contributions.)

Employees should notify the Mayor of their intent to retire at least three months prior to the date of retirement.

6.02 DISABILITY BENEFITS (WORKERS COMPENSATION)

All employees are covered by the State Workers' Compensation (Industrial Insurance) Program. For qualifying cases, State Industrial Insurance will pay the employee for workdays lost and medical costs due to job-related injuries or illnesses. All job-related accidents should be reported immediately to the Mayor. The State Workers' Compensation Program may not cover activities undertaken by employees outside their normal scope of work or workday. If an employee is absent for one or more days due to an on-the-job accident, the employee must file a claim for Workers' Compensation. If the employee files a claim, the Town will continue to pay (by use of the employee's unused sick or other leaves) the employee's regular net salary pending receipt of Workers' Compensation benefits.

Coordination of Benefits: When an employee receives Workers' Compensation benefits, the employee is required to repay to the Town the amount covered by Workers' Compensation and previously advanced by the Town (via use of sick or other accrued leave). This policy is to ensure that employees will receive prompt and regular payment during periods of injury or disability as long as accrued sick or other leave is available, while ensuring that no employee receives more than he/she would have

received had the injury not occurred. Upon the repayment of funds advanced, the appropriate amount of sick leave shall be restored to the employee's account. Employees may supplement workers' compensation salary benefits by using accrued sick or other leaves to increase their workers' compensation disability payments up to an amount not to exceed their net pay if they were working their regular schedule.

Return to Work: In the event of an injury the Town will coordinate with the attending medical care provider to return the injured employee to work as soon as is medically possible. The Town will provide any reasonable accommodation, including temporary reassignment to light duty tasks, that the medical care provider feels is warranted while the injured employee is recovering. Injured employees shall report to the Mayor for assignment while recovering from their work related injury.

The Town may require an employee to submit to a Town-paid medical examination performed by a physician selected by the Town, to determine if an employee can return to work and whether the employee is or will be capable of performing the essential duties of the position.

The State Workers' Compensation program may cover citizens who volunteer to perform the equivalent of staff services at the Town. Volunteers must submit in a timely manner, in writing, the hours volunteered to ensure L & I contributions are made on their behalf for the time worked. Advisory Boards and Committees are not covered under this provision.

6.03 BENEFIT ALLOWANCE

See "Appendix B" for a detailed description of the Employee Health Care Plan.

6.04 HEALTH INSURANCE BENEFITS

Regular full-time ~~and regular part-time~~ employees, their spouses, registered domestic partners and dependents are eligible to participate in the Town's various insurance programs beginning with the first full calendar month of employment with the Town (example: to be eligible for coverage in March, the employee would need to start no later than the first workday in March). The programs and criteria for eligibility are explained upon hire. The Town pays insurance premiums for full-time employees ~~and their spouses or registered domestic partners, and for part-time employees who work at least 20 hours per week, not including spouses or registered domestic partners.~~ Spouses or registered domestic partners of ~~part-time~~ **full-time** employees and dependents of ~~all full-time~~ **full-time** employees may participate in the health insurance program, but employees must ~~pay the insurance premiums~~ **pay the difference in premiums between single employee coverage and spouse/dependent coverage. This spouse/dependent premium will be deducted from the employee's' paycheck on a monthly basis.** This health allowance shall be a fringe benefit accruing to the employee by virtue of employment with the Town and shall not be considered part of the employee's regular rate of pay. ~~(the only exception being the value of covering a registered domestic partner, unless the partner qualifies as a dependent under the federal tax code).~~ The Town reserves the right to make changes in the carriers and

provisions of these programs when deemed necessary or advisable, without prior notice to affected employees. (See Appendix "B" for more details and plan benefits).

Temporary employees normally will not be eligible for insurance coverage.

Part time employees will be eligible for insurance coverage if qualified by the carrier, and approved by the Mayor.

6.05 OTHER BENEFITS

TUITION REIMBURSEMENT

This procedure provides assistance for all employees who wish to improve job skills and performance or prepare for promotional opportunities through an educational program leading to a degree.

Definitions:

1. Eligible Employees - All full-time employees who have completed one year will be eligible to apply for financial assistance under this program. Financial assistance is at the discretion of the Mayor.
2. Eligible Courses - An eligible program is one which will improve the employee's ability to perform his/her present job. Additionally, the completion of the program will enable the Employee to earn a degree.
3. Eligible Expenses - Tuition, registration fees, laboratory fees, and student fees from an accredited college/university are eligible reimbursement items. Books, special equipment, tools, and miscellaneous supplies such as pencils and paper are not reimbursable expenditures. The Town will not duplicate funding for employees who are receiving educational financial assistance from another governmental source, e.g., Veteran Administration benefits. However, if an employee is receiving funds from another source which does not cover all the expenses, the Tuition Assistance Program will help defray the balance of the expenses as provided for in Part 4 stated below.
4. Reimbursement Limitations - Employees may be reimbursed up to a total of \$50 % for eligible expenses.
5. Successful Course Completion - Successful course completion will be a grade of "C" or better when grade letters are given. In graduate school courses a grade of "B" or better is required, unless otherwise agreed upon by the Mayor. Otherwise, as in the case of Pass/Fail courses, or in courses when no grade is given, a written statement of successful completion from the instructor will document successful completion of a course. An employee who fails to achieve at that level will lose eligibility for future reimbursement.

Conditions and Agreement:

Because the Town expends resources in helping employees with tuition costs, employees should use their newly acquired training in service to the Town. Thus, an employee must agree to remain employed for six months following the date of

reimbursement or repay the Town for the amount of the reimbursement. Employees who are laid off due to staff reduction are exempt from repayment.

EMPLOYEE ASSISTANCE COUNSELING PROGRAM

The Town may provide an Employee Assistance Program for counseling. Also, to reduce absenteeism and to promote employee health and productivity, the Town encourages employee wellness through Town-sponsored, voluntary activities and programs. Subject to the annual budget, Town funds may be budgeted to promote some in-house wellness programs. These benefits shall be a fringe benefit accruing to the employee by virtue of employment with the Town and shall not be considered part of the employee's regular rate of pay.

6.06 CONTINUATION OF INSURANCE COVERAGE

Leave of Absence: Upon mutual agreement between the employee and the Town, and in accordance with the terms and conditions of the insurance policy, the Town will continue health insurance coverage at the employee's expense during an approved unpaid leave of absence. COBRA continuation rights may apply in the event coverage is not extended through the Town.

Workers Compensation Leave: If an employee cannot work because of an on-the-job injury, the Town will continue to pay for the employer's portion of health insurance premiums while an employee is receiving Workers Compensation benefits, provided that the employee continues to pay their share of premiums, if any. After six (6) months or upon separation, whichever occurs first, the employee's benefits shall cease. The employee may continue health care benefits by self-paying insurance premiums for the remainder of the time the employee receives Workers Compensation benefits, subject to trust rules and COBRA regulations.

COBRA Rights: Upon the occurrence of a qualifying event, which can include an employee's termination from Town employment, a reduction in hours, an unpaid leave of absence, a divorce, or a covered dependent being no longer eligible to be covered as a dependent, the employee, divorced spouse, or dependent may be eligible to continue Town health insurance benefits to the extent provided under the federal COBRA regulations at their own expense. Continuation rights are not available if an employee is terminated for "gross misconduct." An administrative handling fee over and above the cost of the insurance premium may be charged the employee or his/her dependents electing to exercise their COBRA continuation rights.

Termination, Retirement, Leave of Absence: For eligible employees who terminate, retire or are on an approved leave of absence, the employee will be responsible for the health insurance premium immediately following the last month for which the Town pays this premium.

6.07 UNEMPLOYMENT COMPENSATION

Town employees may qualify for State Unemployment Compensation upon termination from Town employment depending on the reason for termination and if certain qualifications are met.

6.08 RELOCATION BENEFITS

Relocation benefits may be offered to new employees subject to Mayor approval.

6.09 BENEFITS UPON HIRE/RETURN FROM LEAVE

Upon hire or return from an unpaid leave (other than FMLA), an employee's benefits (leave accruals and insurance coverage) will commence on the first of the month after the date of hire or return from leave.

6.10 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless noted otherwise in these policies, benefits for regular part-time and temporary employees are as follows:

Regular Part-Time Employees: All leaves, including holidays and benefit allowances are pro-rated. Pro-rated means the ratio between the number of hours in the employee's normal work schedule of at least 20 hours per week and the regular full-time schedule of forty (40) hours per week is applied to the normal full-time benefit allocation.

Temporary Employees: Temporary employees normally are not eligible to receive benefits, including leaves, holidays, and insurance. The Mayor, however, may make exceptions to this policy.

6.11 REFRESHMENTS

As authorized in the Town Budget, the Town may furnish coffee, tea, soft drinks, or snacks for attendees of public meetings as a benefit of contribution to the public process and for employees as a benefit of employment.

6.12 MILEAGE REIMBURSEMENT

Travel outside the Puget Sound region (~~Bremerton to Snoqualmie Pass and Everett to Olympia~~) **Approved employee travel with their personal vehicle** will be reimbursed at the per-mile amount set by the IRS.

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CHAPTER 7

LEAVES

7.01 VACATION

Each regular full-time employee is entitled to vacation leave as follows:

<i>Years of Employment</i>	<i>Vacation Hours Earned</i>
0 - 5 years	6.7 hours/month (80 hours annually)
5 -10 years	10 hours/month (120 hours annually)
10+ years	13.3 hours/month (160 hours annually)

Vacation accrual begins on the first day of the first full month of employment. Vacation hours are credited at the completion of each pay period. Employees are eligible to use earned vacation after **completion of the working probation period of six months, or as approved by the Mayor.** ~~three (3) months of employment.~~ Regular part-time employees earn vacation on a pro-rated basis. Temporary employees are not eligible for vacation leave. Vacation credit does not accrue during leave without pay or on overtime hours.

The Mayor is responsible for approving employee vacations without disrupting department and Town operations. As a general guideline, leave requests of one week or more in duration should be submitted in writing thirty (30) days in advance.

Vacation Accrual Maximum: Employees are encouraged to use vacation in the year it is earned. The maximum vacation balance that an employee may accrue is 240 hours. Any hours earned above the maximum will not be accrued and will be lost to the employee. Where Town operations make it impractical for an employee to use his/her vacation time, the Mayor may authorize additional accruals.

Minimum Vacation Use: Vacation may be used at a minimum rate of one (1) hour per day for non-exempt (FLSA covered) employees. Exempt employees (not covered by FLSA) are required to use vacation at a minimum rate of one (8-hour) day.

Payment of Accrued Vacation Time: Employees who successfully complete their working test period, as specified in section 3.07 of these policies, will be paid for accrued but unused vacation time upon separation from employment. Employees who voluntarily or involuntarily terminate employment prior to the successful conclusion of the working test period will not be paid for accrued vacation leave. Any employee in good standing with at least 5 years of regular employment with the Town may cash out up to 40 hours per year of vacation time at the employee's current hourly wage.

Personal Leave: The Mayor may grant up to three vacation days per year, based on the employee's performance. Merit vacation days cannot be used during the working

test period. Earned but unused merit vacation days cannot be cashed out during employment or upon separation of employment.

7.02 SICK LEAVE

Regular full-time and regular part-time employees are eligible to accrue sick leave on the first day of the first full month of employment. Full-time employees shall accrue sick leave at the rate of eight (8) hours per month; part time employees shall accrue on a pro-rata basis. Total accrued sick leave shall not exceed 500 hours. Sick leave is available for use following its accrual. Sick leave is credited following completion of each pay period.

Temporary employees do not accrue sick leave. Employees do not accrue sick leave benefits during a leave without pay.

Reasons for Sick Leave: Sick leave covers those situations in which an employee is absent from work due to:

- (1) Physical injury or illness of the employee;
- (2) The need to care for immediate family members who are ill or recovering from a temporary disability or childbirth;
- (3) Medical or dental appointments for the employee, spouse, registered domestic partner or dependent child. Employees should try their best to schedule such appointments outside of normal work hours or at times that least interfere with the workday;
- (4) Exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others;
- (5) Use of prescription or non-prescription medication that impairs job performance or safety;
- (6) Periods of temporary disability directly associated with pregnancy or childbirth;
- (7) Additional leave beyond bereavement leave may be authorized by the Mayor if a death occurs within an employee's immediate family.

Doctor's Documentation: A doctor's certificate may be required when an employee is absent for a period of three (3) or more consecutive days. The Town may also request the opinion of a second doctor at the Town's expense to determine whether the employee suffers from a chronic physical or mental condition that impairs the employee's ability to perform the essential functions of the job. The Town may terminate

employees who are habitually absent due to illness or disability if their disability cannot be reasonably accommodated or when the employee's absenteeism prevents the orderly and efficient provision of services to citizens. Reasonable accommodation may include consideration by the Town of retraining or reassignment.

The Town may require a doctor's certificate that the employee is able to return to work or perform job duties.

Minimum Sick Leave Use: Sick leave may be used at a minimum rate of one (1) hour per day for non-exempt (FLSA covered) and one day (8 hours) for exempt employees (not covered by FLSA).

When Sick Leave is Exhausted: Employees who use all their accumulated sick leave and require more time off due to illness or injury may, with the Mayor's approval, use vacation, floating holidays or, as a last resort, take leave without pay.

Sick Leave Pay-Out at Retirement or Resignation: Accrued but unused sick leave time shall have no cash value except at the time of normal service retirement or resignation following at least 5 years of service. At such time, an employee shall receive a cash payment equal to 30% of the amount computed by multiplying the number of unused sick leave hours credited to the employee, times the hourly rate of pay received at time of retirement or resignation. The pay-out will be ~~limited to~~ based on a limit of no more than 500 accrued hours.

7.03 USE OF LEAVE TO CARE FOR FAMILY MEMBER

Consistent with the Washington Family Care Act, employees may use their choice of any accrued leave (whether vacation, sick leave, comp time or floating holidays) that they have available for their own use to care for their child, spouse, parent, parent-in-law, registered domestic partner, or grandparent who is ill.

An employee may use available paid time off to care for his/her child where the child has a health condition requiring treatment or supervision, or where the child needs preventive care (such as medical, dental, optical or immunization services).

An employee may use available paid time off when a spouse, registered domestic partner, parent, parent-in-law, or grandparent has a "serious or emergency health condition", which are conditions:

- Requiring an overnight stay in a hospital or other medical care facility;
- Resulting in a period of incapacity or treatment or recovery following inpatient care;
- Involving continuing treatment under the care of a health care services provider that includes any period of incapacity to work or attend to regular daily activities; or

- Involving an emergency (i.e., demanding immediate action)

Where the need for family care leave is unexpected, the Town understands that advance approval of the use of leave (as is required for certain kinds of leave) may not be possible. Employees are required, however, to notify their supervisor of the need to take time off to care for a family member as soon as the need for leave becomes known. The Town reserves the right to require verification or documentation confirming that a family member has or has had a “serious or emergency” health condition when available leave is used to care for that family member.

7.04 BEREAVEMENT LEAVE

Any regular employee who suffers a death in the immediate family shall receive up to three (3) days leave with pay. If additional time is needed, the Mayor may authorize up to five (5) days.

7.05 SHARED LEAVE PROGRAM

The Mayor may authorize employees to donate their accrued vacation or sick leave to another Town employee who is suffering from or who has an immediate family member suffering from an extraordinary or severe illness, injury, or physical or mental condition that has caused or is likely to cause the employee to take leave without pay. The following conditions apply:

1. To be eligible to donate either vacation or sick leave an employee must have at least eleven (11) days of accrued vacation or sick leave. In no event shall a leave donation result in the donor reducing a vacation or sick leave balance to less than ten (10) days. Transfer of leave will be in increments of one day. Leave is donated on an hour for hour basis with no relation to actual earnings of either the donor or the recipient. All donations of leave are strictly voluntary and confidential.
2. For an employee to receive donated leave, the employee must first exhaust all of the employee’s own accumulated compensatory time and sick leave and have a vacation leave balance not greater than eighty (80) hours. An employee may receive donated leave and still retain up to eighty (80) hours of accrued vacation leave.
3. An employee using shared leave will continue to receive the same salary and benefits as an employee using vacation or sick leave. Unused donated leave can be given back to the donor(s).

7.06 MATERNITY LEAVE

Full time employees are granted six weeks of paid leave to care for a newborn child or a new adoption. Leave shall begin on the day of birth of the child or the date of the adoption and shall continue for six uninterrupted weeks. If the employee wishes to take additional time beyond the allotted six weeks, they may use accumulated sick leave until expired and then may use accumulated vacation time. The Federal Family & Medical Leave Act and Washington Family Care Act may also apply.

7.07 LEAVE WITHOUT PAY

Although the Town of Yarrow Point is not a large enough employer (under 50 employees) to have employees eligible for protected leave employees under the federal Family and Medical Leave Act or the Washington Paid Family Medical Leave Act (see below). The Mayor may grant an unpaid leave of absence as a form of reasonable accommodation to an employee with a disability or for other family or medical reasons. Medical documentation verifying the disability and or need for leave may be required in such cases. Any employee who needs leave due to a health condition, parenting, caring for an ill relative or other personal circumstances not covered elsewhere in this policy manual should contact the Mayor to explore leave options. Leave options will be considered on a case-by-case basis, taking into account the amount of time off needed, the Town's ability to cover the absence and other relevant factors.

An employee shall be required to use any accrued paid leaves before a leave without pay begins. If an employee is on unpaid status for more than thirty (30) days, the employee's anniversary date and time in service will be changed to reflect the period of absence.

7.08 WASHINGTON PAID FAMILY MEDICAL LEAVE PROGRAM

Washington State Paid Family and Medical Leave (PFML) is a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits to eligible employees who need leave for certain family and medical reasons. The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. Employees may obtain additional information at www.paidleave.wa.gov.

- Eligibility: Under PFML, employees may be eligible for monetary benefits and job protection when taking leave for covered reasons. Eligibility requirements are as follows:

Monetary Benefits: In order to be eligible for monetary benefits from ESD, an employee must have worked 820 hours in Washington (for any employer or combination of employers) during the year preceding the claim.

Job Protection: In order to be eligible for job protection under PFML, an employee must work for an employer with 50 or more employees in Washington, must have worked for that employer for at least 12 months,

and must have worked 1250 hours in the last year. Because the Town has fewer than 50 employees, the PFML does not provide job-protected leave. However, employees may be eligible for leave under another policy or law (e.g., leave for disability or for pregnancy/childbirth).

An employee is ineligible for PFML benefits during any period of suspension from employment or during which the employee works for remuneration or profit (e.g., outside employment or contracting) and when an employee is receiving workers compensation benefits.

Leave Entitlement: Eligible employees are entitled receive benefits for up to 12 weeks of medical or family leave, or a combined total of 16 weeks of family and medical leave per claim year; an additional two weeks of paid leave may be available in the event the employee's leave involves incapacity due to her pregnancy. The claim year begins when the employee files a claim for PFML benefits. PMFL leave may be taken for the following reasons:

Medical Leave: Medical leave may be taken due to the employee's own serious health condition, which is an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

Family Leave: Family leave may be taken to care for a covered family member with a serious health condition; for bonding during the first 12 months following the birth of the employee's child or placement of a child under age 18 with the employee (through adoption or foster care); or for qualifying military exigencies. For purposes of family leave, covered family members include the employee's child, grandchild, parent (including in-laws), grandparent (including in-laws), sibling, or spouse, and also includes any individual with whom an employee has a relationship that creates an expectation that the employee will care for the individual.

PFML leave may be taken intermittently, provided that there is a minimum claim requirement of eight consecutive hours of leave in a week for which benefits are sought.

Application Process: An employee must submit an application to ESD in order to seek PFML benefits. For guidance on the application process, please refer to the ESD website (www.paidleave.wa.gov). Eligibility determinations will be made by ESD. If approved, the employee will need to file weekly benefit claims with ESD to continue receiving benefits.

Notification Requirements: If the Town learns that an employee needs leave for a PFML-qualifying reason, it will provide the employee with a notice explaining the right to apply to ESD for PFML benefits. An employee must provide written notice to the Mayor of the intent to take PFML leave. If the need for leave is foreseeable, notice must be given at least 30 days in advance of the leave. For unforeseeable leave, notice must be given as soon as practicable. The

employee's written notice must include the type of leave taken (family or medical), as well as the anticipated timing and duration of the leave.

PFML Monetary Benefits: If ESD approves a claim for PFML benefits, partial wage replacement benefit payments will be made by ESD directly to the employee. The amount of the benefit is based on a statutory formula, subject to a weekly maximum. ESD's website includes a benefits calculator to assist employees in estimating their weekly benefit amount.

With the exception of leave taken in connection with the birth or placement of a child and leave for a qualifying military exigency, monetary PFML benefits are subject to a seven-day waiting period. The waiting period begins on the Sunday of the week in which PFML leave is first taken; no monetary benefits will be paid by ESD for that week. Employees may use available accrued leave to cover absences during the waiting period.

Paid leave accruals (vacation, sick leave, or any other accrued leave) are not supplemental to PFML benefits, meaning that an employee cannot receive accrued leave and PFML benefits for the same absence. If an employee elects to use accrued leave during a PFML-covered absence, the receipt of accrued leave must be reported to ESD as part of the PFML claims process and will result in a pro-rated (reduced) weekly PFML benefit to reflect that the employee already received some compensation for the absence.

Coordination with Other Benefits: When an employee is on leave and only receiving PFML benefits, the employee is deemed to be in unpaid status for purposes of Town policies and benefit programs. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to Town policy and subject to any plan and legal requirements requiring continuation of coverage.

7.09 JURY AND WITNESS LEAVE

Employees may be granted time off with pay to serve on a jury or as a job-related court witness. If an employee is summoned during a critical work period, the Town may ask the employee to request a waiver from duty. It is expected that employees will report to work if there is a break during jury duty where the employee is not required to report to the courts.

An employee on jury or witness leave will continue to receive regular wages but must sign over to the Town any check constituting compensation for jury or witness services (other than expense payments).

7.10 MILITARY-RELATED LEAVE

Military Leave: Any employee who is a member of the Washington National Guard or of the U.S. Army, Navy, Air Force, Coast Guard or Marine Corps, or of any organized reserve of the United States, will be granted military leave in accordance with state and federal law.

In accordance with Washington law, an employee is entitled to a paid military leave of absence for a period not to exceed 21 working days during each year beginning October 1st and ending the following September 30th. A “day” is calculated according to the number of days the employee would have worked, but for the military training. In the event an employee is scheduled to work a shift that begins on one calendar day and ends on the next calendar day, only the first shift shall be charged against the employee’s paid military leave entitlement. Military leave beyond the 21 days of paid time off will be unpaid, provided that employees may elect to use accrued vacation, compensatory time or other available paid time off during the period of military leave. During an unpaid leave the employee will neither earn additional vacation or sick leave nor be entitled to health insurance benefits except as may be provided for under COBRA or other applicable law. Reinstatement following active duty will be in compliance with state and federal laws at the time of the return to work.

An employee who needs military leave should notify the Mayor as soon as the employee receives notice of the need to report for military duty. A copy of the military orders should be provided as soon as practicable.

Leave for Spouses and Registered Domestic Partners of Military Personnel:

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the Town with notice of his/her intent to take leave within five business days of receiving official notice that the employee’s spouse or domestic partner will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

7.11 HOLIDAYS

The following are recognized as paid holidays for all regular employees:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25
One Floating Holiday (personal day)	As scheduled by employee and Mayor

The employee must be on paid status on the day before and after a holiday to qualify for a paid holiday.

A holiday falling on a Saturday will be observed on the preceding Friday. A holiday falling on a Sunday will be observed on the following Monday.

Part-time and Temporary Employees: Holidays will be pro-rated for regular part-time employees. Temporary and other non-regular employees usually do not receive holidays, though exceptions may be made by the Mayor as part of an individual's benefit package.

Floating Holiday: Each regular full-time employee is entitled to one floating holiday per calendar year. Regular part-time employees shall receive pro-rated floating holiday leave in proportion to the number of hours in their normal work schedule. Temporary employees are not eligible for this holiday. Floating holidays are awarded at the beginning of each calendar year for regular employees.

- The floating holiday shall be scheduled by agreement between the employee and the Mayor.
- The holiday must be used by the end of the calendar year and cannot be carried over into the next year. Unused floating holidays are not compensated upon termination.
- Employees hired after the first of the year may be granted a pro-rated portion by the Mayor.

Religious Holidays: If an employee's religious beliefs require observance of a holiday not included in the holiday schedule, the employee may, with the Mayor's approval, take the day off using vacation, compensatory time, a floating holiday or leave without pay.

Holidays Worked: Non-exempt employees who work on a holiday will be paid for eight (8) hours pay at the regular rate of pay and will also be paid for all hours actually worked on the holiday at one-half (1/2) times the regular rate of pay, provided that the total hourly rate shall not exceed one and one-half (1-1/2) times the regular rate of pay. Such work time must be pre-authorized by the Mayor. Employees who are called out during stand-by duty shall receive holiday pay plus call out pay as described in Section 4.05.

7.12 CONTINUATION OF BENEFITS DURING LEAVE

Employees on paid leave shall continue to receive benefits they were entitled to prior to the start of their leave including the accrual of vacation, sick leave, holidays, retirement, and health insurance benefits. Unless noted otherwise in these policies, an employee's benefits, including health insurance, are suspended during the period of unpaid leave, including leave accruals. In certain circumstances, self-payment of insurance premiums may apply (see Section 6.06, Continuation of Insurance Coverage).

CHAPTER 8

PERFORMANCE REVIEWS AND TRAINING

8.01 PERFORMANCE REVIEWS

To ensure that employees perform their jobs to the best of their abilities, it is important that employees and supervisors communicate regularly, openly and frequently about job expectations, job performance and employee concerns. The Town has established a performance review process to ensure that this dialog occurs and to document employee performance.

The primary purpose of annual performance reviews is to ensure that employees understand what is required of them to successfully perform their jobs. Additionally, performance evaluations are used as a factor in pay increase decisions, performance improvement counseling efforts, career growth and determination of training needs.

Working Probation Test Period: During the working probation period, the Mayor and the employee will meet to discuss the employee's progress. An example of a process for reviews during the working test period is outlined in section 3.07.

Scheduled Reviews: An annual written performance review is required for all employees. Employees receive performance reviews each year on their performance review date. Normally reviews occur 12 months after the last scheduled review. An employee's performance review date may be delayed or accelerated by the Mayor based on the employee's performance. Supervisors and employees are expected to discuss on an ongoing basis the performance issues and goals that are identified and established annually during written performance evaluations.

8.02 TRAINING POLICY

The Town seeks, within the limits of available resources, to develop staff by offering training opportunities that will increase employee job knowledge and skills. Opportunities may include, but are not limited to, on-the-job training, in-house workshops, seminars sponsored by other agencies or organizations, and programmed learning courses. Training assigned by the Town usually occurs during employee work time and is usually paid for by the Town.

As part of the performance review process, an employee and supervisor may set training goals that should be completed prior to the next scheduled performance review. This training should be job related and within budget allocations.

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CHAPTER 9
EMPLOYEE RESPONSIBILITIES
AND CONDUCT

9.01 OUTSIDE EMPLOYMENT AND CONFLICTS OF INTEREST

The primary job for all regular Town employees is the position they hold with the Town. Due to the high performance and emergency service expectations of Town employees, any outside employment shall need to be approved in advance by the Town.

Outside Employment: Employees may engage in another job outside their Town employment if the outside job does not conflict with the interests of the Town or interfere with the employee's ability to perform the Town job. Specifically, outside activities may not:

- (1) Interfere with Town job responsibilities.
- (2) Be conducted during the employee's work hours.
- (3) Utilize Town telephones, computers, supplies, or any other resources, facilities, or equipment.
- (4) Be employment with a firm that contracts with or does business with the Town.
- (5) Involve service in a decision making or policy formulating capacity with a public, private, or nonprofit agency that receives funds from the Town and where the employee has a role in the Town to influence such actions, or
- (6) Be reasonably perceived as a conflict of interest or raise a reasonable appearance of a conflict-of-interest issue, or otherwise discredit the employee's public service.

Conflicts of Interest: No employee of the Town of Yarrow Point shall use employment with the Town for personal gain other than legal remuneration. All employees shall avoid conflicts of interest and the appearance of conflicts of interest.

9.02 POLITICAL ACTIVITIES

Town employees may participate in political or partisan activities of their choosing if Town resources and property are not utilized, and the activity does not adversely affect the responsibilities of the employees in their positions.

Employees may not campaign on Town time, in a Town uniform or while representing the Town in any way. Employees may not allow others to use Town facilities or funds for political activities. Any Town employee who meets with or may be observed by the public or otherwise represents the Town to the public while performing that employee's regular duties may not wear or display any button, badge, sticker or other advertisement about any candidate or ballot issue during working hours. Employees shall not solicit contributions for a partisan political cause on Town property or Town time.

An employee shall not hold an appointed or elected public office of the Town when the holding of such office is incompatible with or substantially interferes with the official duties of the employee's job.

Except as noted in this policy Town employees are otherwise free to fully exercise their constitutional rights.

9.03 REPORTING IMPROPER GOVERNMENTAL ACTION (Whistleblower Protection Act)

In compliance with the Local Government Employee Whistleblower Protection Act, RCW 42.41.050, it is the policy of the Town:

- (1) To encourage reporting by its employees of improper governmental action taken by Town officers or employees and;
- (2) To protect Town employees who have reported improper governmental actions in accordance with the Town's policies and procedures.

Key Definitions:

"Improper Governmental Action" is any action by a Town officer or employee that is:

Undertaken in the performance of the officer's or employee's official duties, whether the action is within the scope of the officer's or employee's employment, and

- (a) In violation of any federal, state or local law or rule.
- (b) An abuse of authority.
- (c) Of substantial and specific danger to the public health or safety, or
- (d) A gross waste of public funds.

"Improper governmental action" does not include personnel actions including employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, re-employment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, violations of collective bargaining or civil service laws, alleged violations of labor agreements or reprimands.

In addition, employees are not free to disclose matters that would affect a person's right to legally protected confidential communications.

"Retaliatory Action" means any adverse change in the terms and conditions of a Town employee's employment, or hostile actions by another employee towards a Town employee that are encouraged by a supervisor or senior manager or official.

"Emergency" means a circumstance that if not immediately changed may cause damage to persons or property.

Procedure for Reporting Improper Government Action: Employees who become aware of improper governmental action should raise the issue first with the Mayor. Where the employee reasonably believes the improper governmental action involves the Mayor, the employee may raise the issue directly with the Town's attorney or such other person as may be designated by the Mayor to receive reports of improper governmental action. This should be done as soon as the employee becomes aware of the improper action. If requested by the Mayor, the employee shall submit a written report to the Mayor or to some person designated by the Mayor, stating in detail the basis for the employee's belief that an improper governmental action has occurred.

In an emergency, where the employee believes that damage to persons or property may result if action is not taken immediately, the employee may report the improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action.

The Mayor, the Town's attorney or the Mayor's designee, as the case may be, shall take prompt action to assist the Town in properly investigating the report of improper governmental action. Officers and employees involved in the investigation shall keep the identity of reporting employees confidential to the extent possible under the law unless the employee authorizes in writing the disclosure of the employee's identity. After an investigation has been completed, the employee reporting the improper governmental action shall be advised of a summary of the results of the investigation, except that personnel actions taken because of the investigation may be kept confidential.

Employees may report information about improper governmental action directly to the appropriate government agency with responsibility for investigating the improper action if the employee reasonably believes that:

- (1) An adequate investigation was not undertaken by the Town to determine whether an improper governmental action occurred.
- (2) Insufficient action was taken by the Town to address the improper action, or
- (3) For other reasons the improper action is likely to recur.

~~(See Appendix "C" for listing of County, State and Federal enforcement agencies.)~~

Employees who fail to make a good faith attempt to follow the Town's procedures in reporting improper governmental action shall not receive the protection provided by the Town in these procedures.

Protection Against Retaliatory Actions: Officials and employees are prohibited from taking retaliatory action against an employee because the employee has in good faith reported an improper governmental action in accordance with these policies and procedures.

Employees who believe they have been retaliated against for reporting an improper governmental action should advise the Mayor, the Town's attorney or other designee of the Mayor. Officials and supervisors shall take appropriate action to investigate and assess complaints of retaliation.

If the Mayor does not satisfactorily resolve an employee's complaint that the employee has been retaliated against in violation of this policy, the employee may obtain protection under this policy and pursuant to state law by providing a written notice to the Town that specifies the alleged retaliatory action and specifies the relief requested.

Employees shall provide a copy of their written charge to the Mayor no later than thirty (30) days after the occurrence of the alleged retaliatory action. The Town shall respond within thirty (30) days to the charge of retaliatory action.

After receiving either the response of the Town or thirty (30) days after the delivery of the charge to the Town, the employee may request a hearing before a state administrative law judge to establish that a retaliatory action occurred and to obtain appropriate relief provided by law. An employee seeking a hearing should deliver the request for hearing to the Mayor within the earlier of either fifteen (15) days of delivery of the Town's response to the charge of retaliatory action or forty five (45) days of delivery of the charge of retaliation to the Town for response.

Upon receipt of the request for hearing, the Town shall apply within five (5) working days to the State Office of Administrative Hearings for an adjudicative proceeding before an administrative law judge. The Town will consider any recommendation provided by the administrative law judge that the retaliator be suspended with or without pay or dismissed.

Protection Against Intimidation or Coercion: Officials and employees are prohibited from using their official authority or influence, directly or indirectly, to threaten, intimidate, or coerce an employee for the purposes of interfering with that employee's right to disclose information concerning an improper governmental action in accordance with these policies and procedures.

Nothing in this section authorizes an employee to disclose information where disclosure is prohibited by law.

Responsibilities: The Mayor is responsible for implementing Town policies and procedures, for reporting improper governmental action and for protecting employees against retaliatory actions. This includes ensuring that this policy and these procedures are:

- (1) Permanently posted where employees will have reasonable access to them.
- (2) Made available to any employee upon request, and,
- (3) Provided to all newly hired employees.

Officers are responsible for ensuring the procedures are fully implemented within their areas of responsibility. Violations of this policy and these procedures may result in appropriate disciplinary action up to and including discharge.

9.04 NO SMOKING POLICY

The Town prohibits smoking by employees in all Town-owned buildings and vehicles as well as offices or other facilities rented or leased by the Town.

9.05 ELECTRONIC COMMUNICATION AND TECHNOLOGY POLICY

The Town uses electronic communication and technology as a means of reducing costs and increasing productivity. The Town provides communication resources capable of offering email, text messages, internet, telephone and voicemail, fax machines, cell phones, personal digital assistants, and other electronic communications devices (collectively referred to as the Town's Technology Resources) to assist and facilitate Town business.

No Expectation of Privacy: By using the Town's Technology Resources, employees understand and agree that they have no expectation of any privacy or confidentiality in any information they create, store, or transmit using these resources. This includes but is not limited to all computer files and information saved, reviewed, or transmitted via all the Town's Technology Resources, including but not limited to computer files, computer servers, emails, internet usage, telephones, cell phones, voicemail, and text messages, and applies to all information created, stored or transmitted during an employee's incidental personal use. No manager or other Town employee is authorized to provide assurances that such information is private. Employees' use of the Town's Technology Resources can and will be monitored, and any information created, stored, or transmitted using Town equipment may be inspected by the Town at any time.

Employees should also understand that email messages and other forms of electronic information, including documents created on Town computers, may be considered public records subject to retention requirements and public disclosure, as well as release in the event of litigation involving the Town.

Ownership: All software, programs, applications, templates, data, files, and web pages residing on Town computer systems or storage media or developed on Town computer systems are the property of the Town. The Town can access, copy, modify, destroy, and delete this property.

Confidentiality: Confidential and sensitive information may not be removed from the workplace or disclosed without authorization, unless required by law.

Acceptable Uses: The Town's Technology Resources are to be used for Town business. Incidental, de minimus personal use may be permitted where, in the judgment of the employee's supervisor or department director, such use does not interfere with the employee's or the department's productivity. Generally speaking, incidental, de minimus personal use means: (1) occasional and of short duration; (2) done on an employee's personal time, such as a lunch break; (3) does not interfere with job responsibilities; (4) does not result in any expense to the Town; (5) does not solicit or promote commercial ventures; (6) does not utilize excessive network resources; and (7) does not constitute a prohibited use, discussed below. Employees should be mindful that personal messages and data on the Town's system are not private and may be subject to public disclosure.

Prohibited Uses: Use of the Town's Technology Resources to engage in any communication that violates federal, state, or local laws or regulations, or any Town policy, is strictly prohibited at all times. In addition, the following uses of the Town's Technology Resources are inappropriate and are prohibited at all times, unless engaged in as part of official Town business (such as a criminal investigation) or required by law (such as a public disclosure request):

- Personal commercial use;
- Accessing, receiving or sending pornographic, sexually explicit, or obscene materials;
- Use in connection with any type of unlawful harassment or discrimination, including the transmission of offensive messages derogatory toward any individual or group because of their sex, race, religion, sexual orientation, national origin, age, disability or other protected status;
- Gambling;
- Use for recreational purposes including online games;
- Use that impacts the performance of the Town's network, such as viewing streaming video and sending bulk mail;

- Infringing on the trademark, copyright, or patent rights of others, or violating software licensing agreements;
- Use for political purposes, including partisan campaigning;
- Deliberately propagating any virus, malware, spyware, or other code or file designed to disable or otherwise harm any network or system;
- Disclosing confidential information, including medical or other highly personal information about other employees;
- Using abusive, profane, defamatory, threatening, racist, sexist, or otherwise discourteous language in public or private messages;
- Connecting to the Town network or any Technology Resource using someone else's security identification login unless authorized by that person;
- Any personal use, even if incidental, that results in an expense to the Town; or
- Use that violates any other Town or Department policies, rules, or workplace expectations.

Violations: Employees who violate this policy are subject to disciplinary action, up to and including termination.

9.06 USE OF TOWN EQUIPMENT AND VEHICLES

Use of Town phones for local personal phone calls should be kept to a minimum; long distance personal use is prohibited, ~~except as stated in Section 4.08~~. Use of Town cellular phones for personal use other than in an emergency is prohibited. An exception may be made when the Town changes an employee's normal work schedule and the employee needs to consequently change personal plans.

Other Town equipment, including vehicles, should be used by employees for Town business only. Any misuse of Town services, telephones, vehicles, equipment, or supplies can result in disciplinary action up to and including termination.

9.07 SAFETY/SEAT BELT POLICY

Pursuant to Washington law, anyone operating or riding in Town vehicles or driving or riding in a private or commercial vehicle while on Town business must always wear a safety/seat belt.

9.08 DRIVER'S LICENSE REQUIREMENTS

As a condition of employment for certain Town positions, an employee may be required to hold a valid Washington State Driver's license, have a good driving record, and if

driving their personal vehicle on Town business, provide proof of personal vehicle insurance.

If an employee's license is revoked, suspended, or lost, or is in any other way not current, valid and in the employee's possession, the employee shall promptly notify his/her supervisor and immediately suspend any driving duties. The employee may not resume driving until proof of a valid, current license is provided to his/her supervisor. In addition, the Town may require employees in certain positions to undergo a Department of Licensing driving record check once per year, typically on their annual performance review date.

An employee may be subject to disciplinary action up to and including termination because of license suspension, revocation, or other inability to drive.

9.09 SAFETY/SECURITY

The safety of each employee, co-workers and the public is a primary responsibility of each employee. Every employee is responsible for maintaining a safe work environment and following the Town's safety policies. Each employee shall promptly report all unsafe or potentially hazardous conditions to the Mayor. The Town will make every effort to remedy problems as quickly as possible.

Endangerment of other employees or the public may result in immediate suspension or other disciplinary action up to and including termination.

Employees who are provided safety clothing or equipment for their personal protection are required to wear or utilize it. Failure to do so may result in disciplinary action up to and including termination.

When an employee is injured while on the job, no matter how minor, employees shall immediately notify the Mayor about the injury.

The Town retains the right to inspect employees' lockers, work areas, desks, packages, computers and other work equipment and tools when there is a concern for the safety or security of Town employees and members of the public. Town employees have no expectation of privacy in furnishings or equipment provided to employees by the Town including but not limited to desks, lockers, work areas, computers, equipment, and tools.

9.10 SUBSTANCE ABUSE

The Town is committed to providing and maintaining a safe and productive work environment that is free from the effects of drugs, alcohol and other job impairing substances. The Town is primarily concerned with the wellbeing of employees and the public it serves. The Town encourages employees who are concerned about personal

alcohol or drug use to seek counseling, treatment and rehabilitation. All Town employees are subject to the policies stated in this section.

Town Resources Available: Although the decision to seek diagnosis and accept treatment may be voluntary, the Town helps employees overcome substance abuse. In some cases, treatment expenses may be covered under the Town's benefit program. The ~~Fiscal Coordinator~~ **Clerk-Treasurer** can provide more information on available benefits. In recognition of the sensitive nature of the topic, discussions about substance abuse will be kept confidential. Employees who seek advice or treatment for substance abuse will not be subject to retaliation or discrimination. However, employees who refuse to seek treatment when requested by the Town are subject to disciplinary action.

Use of Medication: An employee taking prescription or non-prescription medication that may affect the employee's ability to work or the safety of the employee, co-workers or the public is required to notify the Mayor prior to commencement of work. The Mayor will make a determination whether it is in the best interests of the employee and the Town that the employee work, not work, or be reassigned during the period medication is used.

When Job Performance is Affected: Although the Town emphasizes rehabilitation, disciplinary action may be taken when an employee demonstrates problems in job performance associated with substance abuse or uses or is under the influence of drugs or alcohol while on the job. The Town may discipline or immediately terminate any employee possessing, consuming, manufacturing, selling, or using alcohol, drugs or other controlled substances during work hours, or who reports for duty under the influence of drugs or alcohol. The Town may also discipline or terminate an employee who exhibits an ongoing dependence on alcohol, drugs, or other controlled substances which, in the Town's opinion, impairs the employee's work performance, poses a threat to the public confidence or is a safety risk to themselves or others.

Drug-Free Workplace: To comply with the requirements of the federal Drug-Free Workplace Act, the Town adopts the following policies:

- The manufacturing, distribution, dispensation, possession, use and reporting for duty under the influence of unlawful drugs or alcohol on Town premises or during work hours by Town employees is strictly prohibited.
- Employees must notify the Town within five (5) days of any conviction for a drug violation in the workplace.
- Violation of this policy can result in disciplinary action up to and including discharge. Continued poor performance or failure to successfully complete a rehabilitation program is grounds for termination.

Drug Testing: The Town may require an employee to undergo testing for drugs when it has a reasonable suspicion that an employee may be in violation of the Town's drug-free workplace policy.

9.11 COMPLAINT PROCEDURE/PROBLEM SOLVING PROCESS

The Town recognizes that an employee may feel that she or he has been treated either unfairly or not in accordance with Town policies. For this reason, several steps are outlined below to address employee problems and complaints.

A "complaint" is defined as an action by an employee alleging a violation of the personnel or other administrative policies of the Town.

This complaint procedure does not apply to claims of discrimination, sexual harassment, or reports of improper governmental action. Separate procedures apply to these types of complaints -- see Harassment/Discrimination Complaint Procedure, Section 2.06 and Reporting Improper Governmental Action, Section 9.03.

No punitive action shall be carried out against the employee for using this procedure.

Complaint Procedure:

- (1) Discuss your problem or complaint with the Mayor within two weeks of the occurrence that gave rise to your complaint. The Mayor will give you a reply within ten (10) working days, unless it is ~~mutually agreed~~ that additional time is needed.
- (2) If you feel the problem is not resolved to your satisfaction with the Mayor, or you disagree with how Town policies have been applied, you should discuss the matter with the Town's attorney within two weeks of the Mayor's reply (or lack thereof). The Town's attorney will respond to your complaint within ten (10) working days after receiving the complaint unless it is ~~mutually agreed~~ that additional time is needed.
- (3) If you remain dissatisfied with the response, you can submit the problem in writing to the Town's attorney. The written complaint submitted to the Town's attorney should include a description of the problem and the remedy you seek. It should be filed within thirty (30) working days of the occurrence leading to your complaint, or ten (10) working days after an unsatisfactory response from the Mayor, whichever event occurs last.

The Town's attorney may meet with the parties involved and will prepare a written response within twenty (20) working days of the meeting unless it is ~~mutually agreed~~ that additional time is needed. The Town's attorney may bring in a third party from outside the Town to help resolve the problem. The Town attorney's or designee's

response and decision shall be final and binding. This complaint procedure shall constitute the sole and exclusive method for resolving complaints relating to the administration of these policies, and as such may not be appealed through other avenues, such as litigation or arbitration.

9.12 BULLETIN BOARDS

The Town maintains bulletin boards for posting information as required by federal and state law as well as to provide information to its employees. Posting of materials on Town bulletin boards is restricted to those materials deemed appropriate by the Town.

9.13 SOLICITATION

To avoid coercion or the appearance thereof, direct solicitation by employees for the collecting of money, goods, or gifts for other than Town sponsored events is prohibited during work hours. This includes but is not limited to solicitations for service, community, religious or charitable groups. However, occasional bulletin board postings by employees may be allowed. Solicitation for political organizations is explained in Section 9.02. All solicitation by Town employees must be in conformance with state law.

No Town funds or resources can be utilized for outside solicitations.

Except for authorized Town programs and with prior approval from the Mayor, individuals not employed by the Town are not permitted to enter Town premises at any time to solicit, survey, petition, or distribute literature. This restriction includes charity solicitors, salespersons, questionnaire surveys, union organizers or any form of solicitation or distribution.

9.14 ACCEPTANCE OF GIFTS

No Town employee shall solicit or receive a gift, loan, favor, entertainment, or other item or service of monetary value if it is or appears to be solicited, received, or given with the intent to give or obtain special consideration or influence any job-related action of the employee. However, this policy shall not prohibit:

1. Attendance at a hosted meal provided in conjunction with a seminar, conference, or banquet which relates directly to Town business, or which is attended as a staff representative.
2. An award publicly presented in recognition of public service.
3. An occasional non-money gift (such as fruits and candy given to the Town) having a monetary value of \$50.00 or less when the gift is offered without obligation or the appearance of obligation. Such a gift may be accepted if made available to employees and the public alike.

4. Any gift that would have been offered or given to the employee regardless of Town employment.

9.15 CREDIT CARD USE

The Town has issued credit master cards to the following department heads:

- Mayor
- Clerk-Treasurer
- ~~Fiscal Coordinator~~
- Public Works Coordinator

Credit Limit: The credit limit for each assigned Town credit card shall be \$2,500.

Town credit cards are hereby approved for the following uses:

- **Travel:** Credit cards may be used by the above assigned individuals (section 2) for official business – related expenditures for hotel, parking, ferry, taxi, meals, gas, airline tickets, emergency Town vehicle repairs and other travel related expenses as authorized by the Mayor. In addition, the assigned individual may use the Town credit card for conference and class registrations. Out of state travel and out of state registration require the Mayor's pre-approval.
- **Purchases:** The assigned credit cards may be used for ordering supplies, including online purchases, under \$1,000 for Town purposes, when pre-approved by the Clerk-Treasurer.

Authorization: Payment of all credit card expenditures is contingent upon the Mayor's approval of the monthly statement of transactions. Receipts must be obtained for each credit card transaction. The purpose of the charge and the name of the individual(s) involved must be clearly written on the receipt. Meal receipts must note who ate and the purpose of the meeting. Receipts or purchase verification for online charges are to be saved and retained by the assigned individual or designee. The ~~Finance Department~~ **Clerk-Treasurer** will verify all credit card expenditures against the monthly transaction summary

Control: The assigned department is responsible for contacting the vendor when supplies purchased with the credit card are not acceptable (incorrect order, damaged, etc.) and for arranging a return for credit or exchange

The Clerk-Treasurer is responsible for administration of the cards to include, but not limited to, selection of the card provider, payment of credit card bills, managing the issuance of cards and ensuring proper use. The ~~Town Administrator~~ **Mayor** will disallow the use of the assigned Town credit card for violation or misuse of the credit card in accordance with this policy. The following will be considered an unauthorized purchase or use of any Town purchasing/credit card: Cash advances, payment of invoices or statements, personal purchases of any kind. Any exceptions to this policy must be approved in writing in advance by the Mayor.

Misuse of a Town credit card may result in disciplinary action or termination or legal action. Failure to provide detailed documentation as required by the policy may result in the user being responsible for the charge. Credit cards are to be returned to the Town immediately upon ending employment with the Town.

CHAPTER 10

DISCIPLINE AND TERMINATION

10.01 GUIDELINES FOR APPROPRIATE CONDUCT

Public employees are responsible to the public and are held to a high standard of performance to maintain public trust. In pursuing Yarrow Point's goal of excellence in Town service, the Town Council expects excellence from each employee. Each employee was selected to work for the Town on the belief that he or she will be able to fulfill that expectation.

The following are examples of types of inappropriate work behavior that may result in discipline up to and including termination:

- (1) Being on the job under the influence alcohol or controlled substances;
- (2) Possessing or distributing alcohol, controlled substances, or prescribed medications for which the employee does not have a prescription at work or in any Town facility or vehicle;
- (3) Violation of a lawful duty, falsification of records or making a false claim on Town funds;
- (4) Insubordination or other disrespectful conduct;
- (5) Sexual harassment or other unlawful harassment of another employee, member of the public, vendors or contractors;
- (6) Excessive or unexcused absence or tardiness for any reason;
- (7) Fighting or threatening violence in the workplace;
- (8) Acceptance of fees, gratuities or other valuable items in the performance of the employee's official duties for the Town;
- (9) Violation of duties or rules in these personnel policies, or any other Town rule or administrative order;
- (10) Theft or inappropriate removal of property;
- (11) Boisterous or disruptive activity in the workplace;
- (12) Negligence or improper conduct leading to damage of property;
- (13) Violation of safety rules or endangering the safety of the employee, co-workers or the public;
- (14) Possession of dangerous or unauthorized materials in the workplace;
- (15) Unauthorized disclosure of confidential information.

This list contains examples only and is not exhaustive. The Town may discipline or terminate employees for reasons other than those stated above. Some offenses require immediate action including termination to ensure the public trust and safety.

The Town reserves the right to depart from its standard disciplinary procedures when, in its discretion, such a departure is deemed warranted.

10.02 SUSPENSION DURING INVESTIGATION

The Mayor may place an employee on paid or unpaid suspension pending the outcome of an investigation. Based on the findings of the investigation, further action may or may not be taken by the Town.

10.03 DISCIPLINE PROCEDURE

The Town's discipline procedure is intended to give regular employees advance notice, if possible, of problems with their conduct or performance so that employees have an opportunity to improve. Based on the seriousness of the conduct for which discipline is imposed, however, discipline may begin at any level, may skip steps or disciplinary steps may be repeated. The Town may determine that immediate termination is the necessary and only step to be taken. The Town determines which step is appropriate. Granting an at-will employee use of this discipline procedure does not eliminate an employee's at-will employment status.

(1) Verbal Counseling. With the exception of offenses requiring more stringent action, the Mayor will discuss behavior and performance problems with the employee on an informal basis or through verbal discussions. This gives the employee the opportunity to make changes and avoid proceeding to the formal discipline steps below. Repeated counseling may result in a written warning.

(2) Written Warning. This is a formal written disciplinary action for misconduct, inadequate performance, or repeated lesser infractions. Written warnings are placed in the employee's personnel file. The written warning shall include the nature of the infraction, what the employee needs to do to correct the conduct or improve performance, and make clear what further disciplinary action would follow if the incident happens again or improvement does not occur within a specified time period.

(3) Suspension. A suspension is a temporary, unpaid or paid absence from duty that may be imposed as a penalty for significant misconduct or repeated lesser infractions. A suspension is a severe disciplinary action that is made part of the employee's permanent record. For exempt employees, any unpaid suspensions must be in increments of a full workweek, unless the basis for the suspension is the violation of a major safety rule.

(4) Discharge. An employee may be terminated from Town employment for a serious offense, when the progressive steps above do not result in corrected behavior or improved work performance, or when the offense is such that the Town determines immediate termination to be appropriate.

Pre-Discharge Meeting. In the event the Mayor decides to discharge an employee, the employee may be provided written notice of a pre-discharge meeting that includes an explanation of the reasons and the time of the meeting. Either the Town or the employee may waive the pre-discharge meeting or elect to conduct the exchange of information in writing.

If conducted, the meeting will be presided over by the Town's attorney or a designated representative. The employee may bring one person to the meeting as an observer who may not interfere with the orderly process of the meeting.

At the meeting, the employee shall be given an opportunity to respond, either orally or in writing, and to explain why the Town should not go ahead with the discharge. Within three (3) working days of the meeting, the Mayor will issue a written decision determining whether the discharge will proceed, or some alternative disciplinary action imposed. A longer review period may be required in more complex situations.

Working Probation Period Employees: Employees in their working probation period may be terminated with or without cause at any time without following the above discipline procedure. Likewise, the employee may resign in good standing during the working probation period without discredit to their work record. Regular at-will employees continue to serve in an at-will capacity even after completion of the working probation period.

10.04 TERMINATION

Termination from employment with the Town may be for a number of reasons including:

Resignation: Employment termination initiated by the employee who chooses to leave the Town voluntarily.

Layoff: Involuntary employment termination initiated by the Town for non-disciplinary reasons due to lack of work, reduction in force, limited funds, organization change or needs of the Town.

Medical: Employment termination initiated by either the employee or the Town when an employee is unable for health reasons to continue to perform the essential job functions.

Retirement: Voluntary retirement from active employment status initiated by the employee.

Discharge: Employment termination initiated by the Town. It may be for cause or without cause.

Prior to termination of employment, the employee will participate in an exit interview normally conducted by the Mayor during which the employee's benefits, rights and responsibilities following termination are explained. At the exit interview employees are expected to return all Town property.

10.05 RESIGNATION

The Town expects employees to provide at least two (2) weeks' prior notice of resignation. Four weeks' advance notice is preferable. Absent emergency circumstances, failure to provide at least two weeks' prior notice may result in ineligibility for re-hire and a resignation not in good standing. In certain circumstances, a resignation may be accepted and implemented immediately upon receipt.

10.06 LAYOFF

The Mayor may lay off employees for lack of work, a reduction in force, reorganization, budgetary restrictions or other factors that the Mayor finds to be in accordance with the needs of the Town.

In determining which employees are to be laid off, the Mayor may consider the following factors. These factors are not listed in any particular order:

- Positions that are needed to achieve Town Council goals, essential Town services, emergency responsibilities, or service levels as set by the Town;
- Individual performance or qualifications;
- Seniority when need, qualifications, and performance are equal;
- Any other factors that the Mayor deems relevant.

Employees who are laid off may be placed on a re-employment list for up to six (6) months. Persons on this list will be considered along with other internal or external candidates if they are qualified for any Town position. Laid-off employees who are given an opportunity for re-employment during this six-month period but decline the Town's offer may be removed from this re-employment list.

10.07 MEDICAL

If an employee has a physical or mental impairment that prevents the employee from performing the essential functions of a position and the employee cannot be reasonably accommodated, either the employee or the Town may institute termination of employment for medical reasons. The Town may require an examination at the Town's expense performed by a physician chosen by the Town prior to a medical termination. An employee's failure to submit to such an examination may result in discharge.

10.08 DISCHARGE

An employee may be discharged from Town employment for any of the reasons listed below:

- (1) During or at the end of the employee's working test period with or without cause or reason provided;
- (2) At-will employees may be discharged without cause or reason provided;
- (3) For cause employees may be discharged according to the terms of an employment contract or union contract.

10.09 BENEFITS AT TERMINATION

Employee and dependent benefits normally cease the day following the date of termination. However, based on contracts with benefit providers, some benefits may continue until the end of the month during which the employee terminates. Employees may be able to convert some group benefits to individual policies following termination. The Clerk-Treasurer will explain benefits at termination during the exit interview.

10.10 RETURN OF TOWN PROPERTY

~~Prior to release of a terminated employee's final check,~~ Upon separation, the employee will be required to return to the Town all property in his/her possession or assigned to him/her including but not limited to:

- Credit cards
- Telephone calling cards
- Equipment and tools
- Keys
- Manuals and written or electronic materials/computer access codes
- Protective equipment and uniforms

The value of property not returned or lost, and any reimbursements owed to the Town may be deducted from the employee's final paycheck and/or appropriate legal action will be taken to reclaim the property.

APPENDIX A

JOB DESCRIPTIONS

CLERK-TREASURER JOB DESCRIPTION

The statements contained herein reflect general details as necessary to describe the principal functions of this job., the level of knowledge and skill typically required and the scope of responsibility. It should not be considered an all-inclusive list of work requirements. Individuals may perform other duties as assigned by the Mayor.

Position: Full-time, Salaried

Regular Work Schedule: Regular work week and evening meetings, as required

Supervisor: Mayor

FLSA Status: Exempt

Representative Duties:

Serves as Treasury Manager and Clerk, managing the Town's finances and assisting the Mayor in Town administration. Also conducts day-to-day operation of the Town including supervision of staff as delegated by the Mayor. Responds to the various needs of the general public.

Essential Functions:

Under the general direction of the Mayor, the Clerk-Treasurer serves as the clerk to the Town Council and assists the Mayor in Town administration. The Clerk-Treasurer:

- Prepares and maintains the Town's accounting records. Records receipt of Town revenues; issues and redeems warrants; and oversees the investment of cash reserves. Prepares and presents periodic financial and budget reports as required by the Town Council and other government agencies.
- Assists with day-to-day operation of the Town as delegated by the Mayor.
- Performs other duties as assigned by the Mayor.
- Supports the Mayor and Town Council in dispensing information and satisfying state statutes and local ordinances with regards to recording, publishing and storing Council proceedings and quasi-judicial decisions. Maintains the Town's official records and serves as custodian of the Town seal as required by the state statutes.
- Conducts day-to-day operations of the Town including supervision of staff as delegated by the Mayor.
- Responds to the various needs of the general public.
- Performs all other duties as assigned by the Mayor.
- Serves as Emergency Management Director
- Serves as Responsible Authority for implementation of the Public Records Act
- Attends mandatory WCIA trainings
- Performs annual insurance audit

Treasurer Functions:

- Maintains the Town's accounting records according to the rules, formats and standards prescribed by the State Auditor. Prepares and maintains prescribed journals and ledgers.
- Prepares and presents periodic financial reports to the Town Council. Prepares the annual financial report prescribed by the State Auditor.
- Documents receipt of revenue and makes deposits in the Town's account in a timely manner. Prepares vouchers and warrants for payment of the Town's obligations.
- Prepares the Town's payroll. Maintains employee vacation and sick leave records. Files payroll taxes and reports in a timely manner.
- Maintains and remits monthly benefits payments (PERS and Insurance)
- Prepares Accounts Payables for Council approval
- Prints and sends out checks to vendors after Council approval
- Assures effective and efficient use of budgeted funds.
- Allocates monthly LGIP income to proper accounts
- Performs monthly bank reconciliation and balance to Financial Statement
- Assists the Mayor in developing the annual budget. Maintains and updates the annual budget for all funds. Prepares and presents periodic budget status reports to the Council.
- Advises the Mayor and Council on all matters pertaining to the financial condition of the Town. Prepares written reports and makes oral presentations, as needed.
- Manages the investment of surplus cash balances for all funds.
- Oversees billing, collection and record keeping related to local improvement district assessments.
- Assists with audits by state and federal agencies.
- Keeps current on all State Auditor BARS training and executes updates as needed.
- Maintains and reports on Parks Levy Budget annually.

Clerk Functions:

- Attends all meetings of the Town Council as needed.
- Assists Deputy Clerk in preparation of Council agenda packets
- Provides staff assistance to the Town Council, undertakes studies and gather information for presentation to the Council, as requested.
- Prepares resolutions; coordinates preparation of ordinances with Town Attorney, including standardized language and format. Writes finding of fact to document decisions on quasi-judicial matters. Routes to appropriate bodies for review and approval.
- Maintains roster of members of the Town Council, Planning Commission, Hearing Examiner, and Park Board.
- Makes recommendations to the Council/Planning Commission when issues indicate the need for an ordinance review.
- Recommends, reviews, and implements administrative policies to incorporate state and other requirements into local procedures. Documents Council and Town Clerk adherence to these policies.
- Maintains a thorough knowledge and understanding of state statutes.
- Maintains Town's central information, permit, franchise, and property files and Town's library of ordinances, resolutions, codes, RCW's, etc. Serves as custodian of Town Seal.

- Maintains flexible office hours due to remote working, subject to the approval of the Mayor.
- Responds to requests for service; refers information to other Town officials when appropriate.
- Provides copies of ordinances and application forms for variances, subdivisions, and SEPA checklists.
- Maintains Town records as per the adopted retention schedule
- Conducts census update

Other Management Functions:

- Assigns and supervises the work of the Town’s administrative and maintenance staff.
- Works with the Town Attorney and Council to review interlocal agreements, contracts, and franchises.
- Performs analyses and prepares special reports to the Mayor to facilitate decision making.
- Represents the Town of Yarrow Point at regional-level meetings, as required, provides input, if necessary, takes notes and/or minutes and reports feedback to Mayor and Council.
- Reviews insurance policies and reports information to Council and Town Attorney.

Qualifications:

Knowledge Of:

- Laws relating to conduct of Town business, Town meetings, and public records administration.
- Municipal bookkeeping principals, practices and techniques, specifically BARS Cash and fund accounting.
- General office procedures and techniques.
- Computer applications, e.g. Word, Excel, Access, Publisher, etc. running on a Windows platform.

Ability To:

- Organize, assemble, and prepare various budget, accounting, financial and administrative records and reports.
- Work cooperatively and supportively with the Mayor, Town Council, Planning Commission, Hearing Examiner, Park Board, Town staff, general public, and other government agencies.
- Communicate effectively with a variety of people of varying backgrounds about a wide range of topics covering informational, legal, technical, and other aspects of Town business while adhering to strict rules of confidentiality.
- Supervise, review and evaluate the activities of subordinates.
- Analyze complex problems, organize information from several sources, make independent judgements, and develop and recommend/implement sound solutions.
- Prioritize work and complete varied assignments without direct supervision, often under fixed deadlines and with frequent interruptions.

- Utilize computer skills, including word-processing and spreadsheet software, to efficiently carry out work assignments.
- Organize, assemble, and prepare various administrative records and reports.
- Review various budget, accounting, financial records and reports.

Education And Experience:

Bachelor's degree and 5 years of business experience preferred, or any combination of education and experience that would provide the applicant with the desired skills, knowledge, and ability required performing the job.

Working Environment:

Work is performed in an office environment or remotely as approved. Hand-eye coordination and fine manipulation are necessary to operate computers and various office machines. This position may require occasional lifting of up to 50 pounds.

Applicant must possess a valid State of Washington driver's license. A check of driving record will be made before employment is confirmed.

Last Update 6/29/21

DEPUTY CLERK/PERMIT TECHNICIAN JOB DESCRIPTION

The statements contained herein reflect general details as necessary to describe the principal functions of this job., the level of knowledge and skill typically required and the scope of responsibility. It should not be considered an all-inclusive list of work requirements.

Individuals may perform other duties as assigned by the Mayor.

Position: Full-time, Salaried

Regular Work Schedule: Regular work week and evening meetings, as required

Supervisor: Mayor

FLSA Status: Exempt

Representative Duties:

Assists Clerk-Treasurer in Town administration, with primary focus on the coordination of planning, building and engineering activities. Responds to public inquiries. Serves as back-up for the Clerk-Treasurer in his/her absence.

Essential Functions:

Under the general direction of the Clerk-Treasurer, the Deputy Clerk:

Deputy Clerk functions:

- First line of contact for the public – phone and in person.
- Performs administrative tasks related to code enforcement.
- Assists Clerk-Treasurer in implementing an overall records management program consistent with State regulations. Maintains records.
- Processes Account Receivables and creates monthly reports in Caselle and the bank.
- Responds to the various needs of the general public. Assists in the daily administrative tasks as needed.
- Prepares agenda packets for Council, Planning Commission and Parks Commission meetings, attends all meetings, creates minutes, sends out agenda packets to resident database/website/NextDoor, and prints off copies for pagoda posting. Follows up on any post meeting requirements and tracks all projects.
- Provides all outgoing resident communication, creates notices and distributes via Constant Contact/NextDoor/email list.
- Performs administrative procurement.
- Coordinates with Town Attorney on preparation of ordinances and resolutions.
- Sends passed ordinances to Code Publishing for inclusion in the Town Code.
- Processes daily mail
- Helps with Town events
- Administers data on the Town radar signs and reports results to Mayor.
- Performs notary services as needed.
- Administers paddle board lottery.
- Manages and updates Town website, and other social media.

- Assists Public Works Coordinate with installing plow, ordering supplies, and providing backup support in the field.
- Fulfills Public Records requests.

Permit Technician functions:

- Ensures timely and accurate processing of all applications relating to planning and zoning, engineering and building activities. Assists in coordinating inspection and manages operations following a standard procedure for application review.
- Receives, logs, tracks and organizes development applications and prepares permits for issuance.
- Arranges pre-app meetings with applicant and Town consultants.
- Arranges and attends hearing with the Hearing Examiner.
- Manages Town permit software and updates permit forms.
- Completes monthly and annual state permit reporting requirements.
- Archives finalized projects.
- Prepares certificates of occupancy.
- Tracks pertinent permit dates and works with applicants to renew their permits as needed.

Qualifications:

- Ability to maintain cooperative and effective working relationships with elected officials, members of staff and the public.
- Ability to plan, develop and maintain complex administrative projects.
- Knowledge of standard Town operations, procedures, practices and legal requirements
- Excellent communication skills. Ability to effectively communicate detailed information to the public.
- Proven clerical and organizational competency.
- Proficiency in Microsoft office programs and ability to learn new software as needed.
- Ability to perform a variety of tasks in a small office setting with minimal supervision.

Education an Experience:

High School Diploma and a minimum of three years of administrative experience within the public sector, or any combination of education and experience that would provide the desired skills, knowledge, and ability required to perform the job. BA and prior Deputy Clerk experience preferred.

Physical Demands:

Physical demands described are representative of those needed to successfully perform essential functions of the position. Reasonable accommodations may be made to enable individuals with disabilities to perform essential tasks.

Work involves walking, talking, hearing, the use of hands to handle, feel or operate objects, tools or controls and reaching with hands and arms. Vision abilities include close vision and the ability to adjust focus.

Applicant must possess a valid State of Washington driver’s license. A background check will be made before employment is confirmed.

Last Update 6/29/21

PUBLIC WORKS COORDINATOR JOB DESCRIPTION

The statements contained herein reflect general details as necessary to describe the principal functions of this job., the level of knowledge and skill typically required and the scope of responsibility. It should not be considered an all-inclusive list of work requirements.

Individuals may perform other duties as assigned by the Mayor.

POSITION: Full-time Salaried

DEPARTMENT: Public Works

SUPERVISOR: Mayor

FLSA STATUS: Non-Exempt

General Position Summary

The Public Works Coordinator performs a wide variety of skilled maintenance and repair tasks and responsibilities within a range of areas such as parks, facilities and streets/rights of way. Work requires the use of hand tools, power tools and light and heavy duty equipment and vehicles. Performs tasks independently under general supervision and in accordance with policies and guidelines. Receives daily or weekly longer-term assignments. Makes assessments, determinations and recommendations of maintenance and repairs needed. Plans, organizes, prioritizes and performs a broad variety of routine and complex installation, maintenance and repair duties. Position requires a higher level of expertise in one or more specialized essential functions. Responds to emergencies on a 24-hour basis.

Level Of Authority

Expected to perform routine work independently following standard practices. Performs complex tasks with general supervision and defined latitude within established guidelines and policies. Exercises independent judgment in daily interactions with the public.

Essential Functions

Essential duties and responsibilities may include, but are not limited to, the following:

Under the general direction of the Mayor or the Mayor's designee, the Public Works Coordinator performs manual tasks related to the upkeep of all Town property and maintains records of work performed. When the Mayor determines that outside assistance is needed, the employee is responsible for scheduling and monitoring the work of private individuals or companies.

The Public Works Coordinator:

- Mows and trims small and large turf areas in roadside areas and parks
- Trims, prunes and shapes shrubs and trees
- Maintains irrigation systems
- Removes weeds, leaves or other debris
- Plants or removes trees or other vegetation
- Collects garbage from refuse bins and ensures proper disposal

- Inspects condition of Town property and reports improvements needed
- Removes ice and snow from public parking lots and sidewalks
- Cleans the interior and exterior of Town Hall
- Repairs or replaces mailbox pagodas
- Performs work in accordance with sound safety practices
- Maintains records of work performed
- Responds verbally to routine inquiries from the general public
- Responds appropriately to minor citizen complaints and requests for work
- Refers major complaints or action requests to Mayor

Additional Functions

Other duties and responsibilities may include, but are not limited to, the following:

The Public Works Coordinator:

- Creates and verifies inventory of Town tools and equipment and organizes supplies
- Performs minor repairs and routine maintenance on Town truck and other tools
- Schedules periodic maintenance and/or repair of Town truck and other equipment
- Installs and removes swimming float line and inspects condition
- Schedules street and storm water catch basin cleaning
- Checks and maintains street signs performing repairs or installing replacements
- Assists with all Town events like the Fourth of July and Clean Up Day events
- Observes and reports code enforcement concerns promptly
- Performs minor street patching and crack sealing
- Assists in disaster response
- Purchases public works supplies
- Paints railings, bollards and other fixtures
- Collects and disposes of fallen tree limbs
- May attend public meetings held during evening hours
- May supervise a temporary seasonal employee
- Assists with daily operation of the Town as delegated by the Mayor

Physical Demands And Working Environment

Work is performed both indoors and outdoors. Outside work requires exposure to varying weather and terrain conditions, hazardous traffic conditions, noise, fumes, odors, gases; exposure to moving equipment and occasional exposure to toxic or caustic chemicals, extreme heat, risk of electrical shock, wet/humid conditions, high, open or confined spaces, intermittent vibration and noise. Work requires frequent standing, walking, bending, climbing, balancing, stooping, kneeling, crouching, crawling, reaching, grasping and lifting and/or moving objects weighing up to 100 pounds. Employees are subject to call-back during emergencies on a 24-hour basis and are required to work occasional evenings, weekends or holidays during special events. Work may require the mixing and spraying of pesticides and herbicides.

Use Of Tools And Equipment

Must use a variety of hand and power-operated tools and equipment, such as shovels, picks, hand and riding mowers, power hacksaw, chainsaw, drills, gas-powered leaf sweeper, weed eater, compressor, portable concrete saw, spraying equipment, light trucks and dump trucks. Work may require the mixing and spraying of pesticides or herbicides.

Minimum Qualifications

Completion of high school or equivalent, landscaping and grounds maintenance experience and experience working with the general public, or an equivalent combination of education, training and/or experience that provides the following knowledge, skills and abilities:

Knowledge Of:

- Methods and techniques of installation and maintenance of landscaping
- Plant and pest identification methods and techniques
- Knowledge of proper pruning and tree maintenance
- Must have working familiarity with assigned maintenance equipment, construction and repair methods, materials, tools and procedures, including a basic general knowledge of electricity, plumbing, carpentry and cement work
- Occupational hazards and standard safety practices and procedures
- Heavy equipment operation techniques
- Desirable to have previous experience in a similar position of sufficient length of time to prove competency in the skill area.

Ability To:

- Perform skilled installation, maintenance and repair work
- Work independently and perform duties with minimal supervision
- Use sound judgment to solve problems and occasionally make decisions
- Perform a variety of heavy manual labor tasks for extended periods of time and in unfavorable environmental conditions
- Operate a variety of motorized and hand tools and equipment proficiently in a safe and effective manner
- Troubleshoot, identify and correct complex installation, maintenance and repair problems
- Interpret, apply and explain standards, policies and procedures
- Prepare and meet schedules and timelines
- Understand, follow and provide oral and written instructions
- Operate a computer
- Provide recommendations for improved operations and safety
- Respond to inquiries from the public and representatives of other agencies
- Perform moderate to heavy manual labor, including frequent bending, walking and heavy lifting for extended periods of time under uncomfortable conditions and in all types of weather as necessary.
- Respond to emergencies on a 24-hour basis

License or Certificate Requirements:

- Must possess a valid Washington State Driver's License and a good driving record
- Must be able to obtain a pesticide and herbicide application license

- Must be able to obtain a first-aid/CPR card
- Possession of, or ability to obtain, additional required training certifications specific to work area.

Last update 5/10/11

APPENDIX B

SUMMARY OF EMPLOYEE INSURANCE BENEFITS

The following is a listing of insurance plans currently available to Town of Yarrow Point employees (subject to change):

Medical Plan: Association of Washington Cities Employee Benefits Trust, Regence PPO Plan.

Dental Plan: Association of Washington Cities Employee Benefits Trust, Delta Dental Plan F.

Vision Service Plan: Association of Washington Cities Employee Benefits Trust.

Retirement: Town of Yarrow Point employees belong to PERS. The Washington State Department of Retirement Systems establishes the employer and employee contributions to PERS.

APPENDIX C – Remove Appendix C in its entirety from this policy.

COUNTY, STATE AND FEDERAL ENFORCEMENT AGENCIES

County Agencies

King County Prosecuting Attorney's Office

King County Courthouse
Room W554
516 Third Avenue,
Seattle, WA 98104-2362
(206)296-9000

Department of Labor & Industries

1305 Tacoma Ave. S., Suite 305
Tacoma, WA 98402-1988
(253) 596-3800

Liquor Control Board

Enforcement Office
515 South M Street
Tacoma, WA 98405
(253) 471-5200

Washington State Agencies

Attorney General's Office

Consumer Protection Division
2000 Bank of California Center
900 Fourth Avenue, Suite 2000
Seattle, WA 98164-1012
(206) 464-6684

Department of Natural Resources

P. O. Box 68
Enumclaw, WA 98022-0068
(360) 825-1631

Auditor's Office

Legislative Building
P.O. Box 40021
Olympia, WA 98504-0021
(360) 753-5280

Puget Sound Water Quality Authority

P. O. Box 40900
Olympia, WA 98504-0900
(360) 407-7300

Department of Ecology

3190 160th S.E.
Bellevue, WA 98008-5452
(425) 649-7000

Department of Social and Health Services

Community Services Office
1301 East 72nd Street
Tacoma, WA 98404
(253) 671-7900

Human Rights Commission

1511 Third Avenue
Seattle, WA 98101
1-800-233-3247 or
(206) 464-6500

Department of Health

Health Consumer Assistance
P.O. Box 47890
Olympia, WA 98504-7890
800-525-0127

Federal Agencies

Department of Agriculture

Office of Inspector General
1000 Second Avenue
Seattle, WA 98104
Supervisor Auditor
(206) 553-8290
Supervisor Special Agent
Investigation
(206) 553-8286

Alcohol Tobacco & Firearms

Criminal Enforcement
915 Second Avenue
Seattle, WA 98104
(206) 389-5800

U. S. Attorney

800 Fifth Avenue
Seattle, WA 98104
(206) 553-7970

Department of Commerce

Office of Inspector General
Office of Audits
915 Second Avenue
Seattle, WA 98104
(206) 220-7970

Government Accounting Office
Fraud Hot Line 800-424-5454

**Consumer Product Safety
Commission**

Hot line
800-638-2772

U.S. Customs Service

Office of Enforcement
909 First Avenue
Seattle, WA 98104
(206) 553-7531

U.S. Department of Education

Office of Inspector General
915 Second Avenue
Seattle, WA
(800) 647-8733
Audits/Investigations
(206) 220-7860 (206) 220-7876

Environmental Protection Agency

Criminal Investigations
1200 Sixth Avenue
Seattle, WA
(206) 553-8306

**Equal Employment Opportunity
Commission**

2815 Second, Suite 500
Seattle, WA
(206) 220-6883

**Federal Emergency Management
Agency**

130 228th Street S.W.
Bothell, WA
(425) 487-4600

Federal Trade Commission

915 Second Avenue
Seattle, WA
(206) 220-6363

General Services Administration

400 15th Avenue SW
Auburn, WA 98001
(253) 937-7000
Audits Investigations
(253) 931-7650

Department of Health & Human Services

Food & Drug Administration
22201 23rd Drive S.E.
Bothell, WA 98021
Consumer/Trade Complaints
(877) 368-1019
Office of the Regional Secretary
General Counsel's Office,
Inspector General
Audits/Investigations
(206) 615-2252 (206) 615-2259

Department of Housing and Urban Development

Office of Counsel
909 First Avenue, Suite 190
Seattle, WA 98104
(206) 220-5380
Office of Inspector General
Audits/Investigations and Fraud
(206) 220-5360 (206) 220-5380

Interstate Commerce Commission

915 Second Avenue, Room 1894
Seattle, WA 98174
(206) 205-0700

Department of Interior

U.S. Fish & Wildlife Services
Division of Law Enforcement
121 107th N.E.
Bellevue, WA 98004
(425) 883-8122

Department of Justice

Drug Enforcement Administration
220 West Mercer, Suite 104
Seattle, WA 98119
(206) 553-5443

Department of Labor

Occupational Safety & Health (OSHA)
1111 Third Avenue, Suite 715
Seattle, WA 98101-3212
(206) 553-5930
Office of Inspector General
Audits (206) 553-4880
Investigations (206) 553-4504
Office of Women's Bureau
(206) 553-1534

National Transportation Safety Board

19518 Pacific Highway S. Ste. 201
Seattle, WA 98188
(206) 870-2200

Nuclear Regulatory Commission

(800) 882-4672 (fax)

Securities and Exchange Commission

450 Fifth Street NW
Washington, DC 20549
(202) 942-7040

Department of Transportation

Office of Inspector General
915 Second Avenue
Seattle, WA 98174
(206) 220-7754

Department of Veterans Affairs

Office of Inspector General
915 Second Avenue
Seattle, WA 98174
1-800-488-8244

Arborist Contract	Proposed Council Action: Approve Contract
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Presented by:	Mayor Harris
Exhibits:	Arborist Contract

Summary:

Agreement for consultant services between Town of Yarrow Point and Starbird Environmental.

Recommended Action:

Approve Starbird Environmental arborist contract.

**TOWN OF YARROW POINT
AGREEMENT FOR CONSULTANT SERVICES
BETWEEN TOWN OF YARROW POINT
AND STARBIRD ENVIRONMENTAL**

1. Parties

1.1 This Agreement for Consultant Services (“Agreement”) is entered into by and between the Town of Yarrow Point, a Washington municipal corporation (hereinafter “Town”) and Starbird Environmental LLC, (hereinafter “Consultant”). The Town and the Consultant are each a Party and may be collectively referred to as the Parties.

2. Recitals

2.1 The Town desires to contract with the Consultant to perform certain services for the Town, and the Consultant desires to perform the services required by the Town, in accordance with the terms and conditions of this Agreement.

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

3. Scope of Services

3.1 The Consultant shall furnish all personnel, labor, materials, and supplies necessary to perform the Scope of Services attached and incorporated as **Exhibit A** (“Services”). The Consultant shall not modify in any way the scope or schedule of Services without the prior written approval of the Town. All Services shall meet the approval of the Mayor and Town Council, as appropriate. Time is of the essence in every aspect of performance of the Services.

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

3.3 The Consultant warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, as applicable. The Consultant shall be responsible for the professional quality, technical adequacy, and accuracy, timely completion, and coordination of all plans, designs, drawings, specifications, reports, and any other work product prepared or performed pursuant to this Agreement. The Consultant shall perform its work in accordance with the requirements of this Agreement and pursuant to the standards of professional care, skill, diligence, and competence as are normally exercised by other members and/or firms of the profession in good standing working under the same or similar conditions and circumstances and in similar communities as the Services provided by the Consultant under this Agreement. The Consultant shall be responsible for the professional standards, performance, and actions of all persons and firms performing work pursuant to this Agreement on behalf of the Consultant. The Town shall also have the right to deduct from payments to the Consultant any costs or damages incurred by the Town, or which may be incurred by the Town, as a result of the Consultant’s failure to comply with the requirements of this Agreement or failure to meet the professional standard of care and skill, or both. The Town’s approval of plans, drawings, designs, specifications, reports, and

other products of the Services rendered hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy or accuracy thereof. Neither the Town's review, approval, acceptance of, and/or payment for any Services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

4. Term

4.1 The term of this Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2026, unless otherwise terminated pursuant to this Agreement.

5. Post-termination Obligations

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

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

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

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

6. Compensation

6.1 The Consultant shall be paid on the basis of time actually expended and out-of-pocket expenses in accordance with the fee schedule attached and incorporated as **Exhibit B** ("Fee Schedule"). The Consultant shall not amend any rates, expenses, or fees included in the Fee Schedule in any way without prior written approval from the Town. Expenses not identified in **Exhibit B** will not be reimbursed by the Town.

6.2 The Consultant shall periodically invoice the Town for the compensation amounts set forth in **Exhibit B**. Invoices will be issued not less than monthly. The Town shall review such invoices and may approve all or any portion thereof based on the Town's review of Consultant's performance. The Town shall pay Council-approved invoices within forty-five (45) days of the date of Council approval.

7. Independent Contractor

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

duties of an employer with respect to the Consultant, its employees, subcontractors or agents.

8. Ownership and Use of Documents

8.1 All documents, drawings, specifications, designs, computer programs, software, reports, and other work product (collectively "Work Product") developed or produced by the Consultant for the Town in connection with the Services shall be owned by the Town. The Consultant shall provide such Work Product to the Town in a format compatible with the Town's computer equipment and programs or as otherwise requested by the Town. The Consultant shall retain the copyright (including the right of reuse, provided there shall be no reference to or identification of the Town) to all materials and documents prepared by the Consultant for the Work Product, whether or not the Work Product is completed. The Consultant grants to Town a perpetual, non-exclusive, irrevocable, unlimited, royalty-free license to use, reuse, copy, and distribute every document, drawing, and all Work Product prepared by the Consultant for the Town under this Agreement. If requested by the Town, a copy of all drawings, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs, and other storage facilities), software programs or packages including source code or codes, object codes, upgrades, revisions, modifications, and any related materials, and/or any other related documents or materials developed for and paid for by the Town to perform the Work Product shall be promptly delivered to the Town. Re-use of any Work Product by the Town for other than the Services provided and/or project falling within the scope of this Agreement without the Consultant's written approval shall be at the Town's sole risk, but such reuse shall not create any right of action by the Consultant against the Town.

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

9. Record Keeping and Reporting

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

9.2 These records shall be maintained for a period of seven (7) years after termination or expiration of this Agreement unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the Town.

9.3 To the extent it is determined that records held by the Consultant identified in Section 9.1 are subject to the Washington Public Records Act (RCW 42.56), the Consultant shall, upon request of the Town, promptly deliver such records to the Town for the purpose of responding to a public records request.

9.4 This section shall survive expiration or termination of this Agreement.

10. Insurance

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

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

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

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

10.3.2 Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Town shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Town using an additional insured endorsement at least as broad as ISO CG 20 26. The Town shall be listed as an additional insured under the Consultant's Commercial General Liability insurance policy.

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

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

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

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

10.4.2 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

10.4.3 Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim.

10.5 Other Insurance. The Consultant's Automobile Liability and Commercial General Liability insurance policies shall be primary, non-contributory insurance as respect to the Town, and the polices shall state or be endorsed to state such status. Any insurance, self-

insurance, or insurance pool coverage maintained by the Town shall be excess of the Consultant's insurance and shall not contribute with it.

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

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

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

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

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

11. Indemnification

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

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

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

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

11.4 The Consultant's obligations under this Section 11 shall survive expiration or termination of the Agreement.

12. Termination

12.1 The Town may terminate this Agreement with or without cause upon thirty (30) days written notice to the Consultant and shall pay the Consultant only for the Services then completed and accepted by the Town. The Consultant may not terminate this Agreement except upon breach by the Town and following not less than thirty (30) days written notice thereof to the Town.

13. Notices

13.1 Any notices required to be given under this Agreement shall be in writing and directed to the Party at the address below. Notice shall be considered issued and effective upon receipt thereof by the addressee Party. Facsimile notice shall be considered effective with proof of confirmation that the addressee has received the facsimile. Such proof would be a confirmation sheet evidencing such receipt at the fax number listed below.

Bonnie Ritter
Clerk-Treasurer
4030 95th Ave NE
Yarrow Point, Washington 98004
clerk-treasurer@yarrowpointwa.gov
425-454-6994

Andrea Starbird
Starbird Environmental LLC
450 Alaskan Way S, STE 200
Seattle, WA 98104
andrea@starbirdenvironmental.com
206-310-8254

14. General Provisions

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

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

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

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

14.5 Conflict of Interest. The Consultant represents to the Town that it has no conflict of interest in performing any of the services set forth in **Exhibit A**. If the Consultant is asked to perform services for a project with which it may have a conflict, Consultant will immediately disclose such conflict to the Town and agrees to take action to resolve the conflict.

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

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

14.8 Choice of Law. All questions concerning the validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of Washington, and venue shall lie in King County, Washington.

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

14.10 Severability. Each provision of this Agreement shall be deemed to be severable. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were not a part of this Agreement.

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

14.12 Attachments. **Exhibit A** and **Exhibit B** are attached and incorporated into this Agreement. **Exhibit C** may be attached in accordance with Section 10 above.

14.13 Authorized Signatures. By their signatures below, each Party represents that they are fully authorized to sign for and on behalf of the named principal above.

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

14.15 Effective Date. This Agreement is effective on the latest date this Agreement is executed by both Parties.

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

TOWN OF YARROW POINT

CONSULTANT

By : _____
Name: Katy Kinney Harris
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

Bonnie Ritter, Clerk-Treasurer

APPROVED AS TO FORM:
OGDEN MURPHY WALLACE, PLLC

Office of the Town Attorney

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

EXHIBIT A

SCOPE OF SERVICES

This confirms the agreement between the Town of Yarrow Point (Town) and Starbird Environmental LLC for on-call and other requested services supporting the enforcement of the Town Tree Code.

The following is a list of the Town Arborist duties that may be provided under this Agreement:

1. On-call services including:

- a) Participation in the Town's pre-application process including on-line attendance at scheduled meetings.
- b) Tree activity permit plan review of private, and public applications.
- c) Conduct called inspections, and other site and public right of way visits as directed.
- d) Assist Yarrow Point residents with questions regarding private and public right of way tree removal.
- e) Assist Yarrow Point residents with completing Tree Removal permits forms, and by giving general permit application direction.
- f) Tree risk and health assessments.
- g) Tree code enforcement.
- h) Shoreline and critical area landscape restoration review and inspections.
- i) Other Tree Code services and Development Services administration as requested.

2. Support the work of Town Council, Town Commissions, Town Hearing Examiner, Town Committees, which may include:

- a) Preparation of requested technical and administrative documents.
- b) Tree Code development.
- c) Participation in open houses and other similar public meetings.
- d) Presentations in-person, or on-line as requested.
- e) Assistance with the Town Comprehensive Plan Update.

3. Starbird Environmental LLC staff shall report to and work under the general supervision of, and in coordination with the person designated by the Town Mayor.

EXHIBIT B

FEE SCHEDULE

1. The Town agrees to pay the Consultant on a time and materials basis for services performed at a rate of \$150.00 an hour. Hourly rates shall increase annually beginning on January 1, 2026 at a rate of 4% or the current CPI, whichever is lower.
2. The Town agrees to pay Consultant for mileage for travel from Consultant's office, located at 450 Alaskan Way S, Ste 200, Seattle, WA 98104, to locations within Yarrow Point necessary to provide professional services set forth in this agreement. Mileage will be charged per current IRS rates.
3. As an alternative to time and materials compensation, the Town agrees to pay the Consultant an agreed fixed rate for certain permit reviews. The scope of services and fee for these services will be mutually agreed upon between the Town and Consultant, and will require a written supplement to this agreement.

EXHIBIT C

INSURANCE VERIFICATION

(See attached)

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

8.5

January 14, 2025

Fee Resolution No. 379 Updates	Proposed Council Action: Approve Resolution No. 379
---------------------------------------	---

Presented by:	Deputy Clerk, Austen Wilcox
Exhibits:	Fee Resolution No. 379

Summary:

The following updates to the Fee Resolution are proposed and reflected in the draft:

- 1. Town Consultant Hourly Rate Increases:**
Per the contracts of the Town Planner, Town Engineer and Town Arborist, these changes are reflected in the draft Fee Schedule.
- 2. Pre-Application Fee Increases**
- 3. Building Permit Fees Per Square Foot Increases**
- 4. Re-Roof Permit – Including 1 inspection billed beyond 1 inspection**
- 5. Mechanical Permit Fee Increases**
Additional costs including inspections, consultation, feasibilities or questions and associated field work are billed separately.
- 6. Plumbing Permit Fee Increases**
Additional costs including inspections, consultation, feasibilities or questions and associated field work are billed separately.
- 7. Site Development Level 2 Fee Increase**
- 8. Removal of Non-Applicable Administrative Fees**

Recommended Action:

Approve Resolution 379: A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YARROW POINT FOR THE PURPOSE OF AMENDING THE TOWN'S FEE SCHEDULE TO PROVIDE FOR UPDATED FEES AND CHARGES RELATED TO PROCESSING AND APPROVING APPLICATIONS, LICENSES, PERMITS, AND OTHER CHARGES FOR SERVICES; AND ESTABLISHING AN EFFECTIVE DATE.

**TOWN OF YARROW POINT
RESOLUTION NO. 3792**

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

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

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

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

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

WHEREAS, Town contractors annually adjust their hourly fee: and

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

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

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

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

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Adopted by the Yarrow Point Town Council this 14⁹th day of January, 20254.

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APPROVE:

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Katy Kinney Harris, Mayor

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ATTEST: Bonnie Ritter, Clerk-Treasurer

EXHIBIT A
TOWN OF YARROW
POINT FEE SCHEDULE

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

- Building Official hourly rate: \$125.00
- Engineer hourly rate: ~~\$165.00~~
~~\$160.20~~
- Planner hourly rate: ~~\$172.68~~
- Arborist hourly rate: ~~\$167.65~~
\$150.00

Part I. Street Fees

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

Part II. Building, Zoning and Subdivision Fees

- A. Preliminary Feasibility Conference: ~~\$500.00~~ -
- B. Pre-Application Conference:
 - a. Level 1 - Review requiring 3 reviewers: ~~\$1,250.00~~ \$1,500.00
 - b. Level 2 - Review requiring 2 reviewers: ~~\$500.00~~ \$1,000.00
 - c. Level 3 - Review requiring 1 reviewer: ~~\$250.00~~ \$500.00
- C. Demolition Permit: Complete structure demolition: \$937.50. Partial structure demolition: \$312.50. Financial guarantee as determined by the Building Official may be required prior to permit issuance.
- D. Building Plan Review Fee: The fee is specified in the attached "Appendix A" schedule and is due at the time of application submittal. The fee is based on the

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

D.E. Rooftop Photovoltaic Solar Panels: Based on project valuation.

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

Living Space	\$300 \$450.00 -per sq. ft.
Garage	\$150 \$300.00 per sq. ft.
Storage & Unconditioned	\$150 \$200.00 -per sq. ft.
Covered Porch	\$120 per sq. ft.
Covered Patio	\$75 \$120.00 -per sq. ft.
Uncovered Patio	\$20 per sq. ft.
Covered Deck	\$175 \$250.00 -per sq. ft.
Uncovered Deck	\$75 \$100.00 -per sq. ft.
Retaining Wall Minimum Permit Fee	\$40 per sq. ft. \$500.00

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

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

F. Re-Roof Permit: \$400.00. ~~Includes one inspection. Additional inspections will be billed at the consultant hourly rate.~~

A reroof permit is required for all structural reroofing installations.

G. State Building Code Council Fee: A \$6.50 fee for each building permit, which is passed on by the Town to the State Building Code Council.

H. State Building Extensions or Renewal: Building Permits expire 18 months after the date of issuance. The fee to renew an expired Building Permit or extend an active Building Permit past the expiration date will be a percentage of the original permit fee paid at the time of permit issuance. The percentage will be calculated by the Building Official based on the estimated percentage of inspections remaining. Fees for actual inspection costs must be paid prior to issuance of a certificate of occupancy.

I. Street Deposit: If in the opinion of the Building Official a construction activity likely will result in damage or disrepair to the Town's streets, roads, storm or surface water systems, the Building Official may require the applicant to pay a ~~\$3,750.00~~

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~~\$4,000.00~~ deposit prior to permit issuance pursuant to YMPC Section 12.30.050(C).

- J. Refund of Street Deposit: The balance of any deposit received pursuant to Section 12.30.050(E) shall be refunded by the Town to the depositing person or entity within 45 days after the final inspection of the project to which the deposit was made.
- K. Temporary Certificate of Occupancy: ~~\$395.00~~ \$500. Includes two hours and any further time will be billed at the consultant hourly rate. On request and after payment of the fee, the Town may issue a temporary certificate of occupancy if determined appropriate by the Building Official.
- L. Mechanical Permit: The base fees are per unit where applicable, are cumulative for each permit and apply to installation or relocation. Inspections conducted by Town consultants on any single item in excess of two trips will be charged at the consultant's hourly rate. The base fees are:

~~•~~ The base fee for new construction or any remodel exceeding \$500,000.00 is \$2,500.00

The base fees are for remodel and standalone mechanical permits are:

Permit Administration and Issuance	\$50.00 <u>\$100.00</u>
Technology Fee <u>Minimum Permit Fee</u>	\$5.00 <u>\$125.00</u>
Minimum Permit Fee <u>New Construction or Major Remodel or Addition (over \$500k)</u>	\$87.50 <u>\$2,500.00</u>
Heat Pump or Air Conditioning Unit	\$87.50 <u>\$125.00</u>
Exhaust Fan or Appliance Vent	\$12.50 <u>\$25.00</u> -per unit
Gravity Type of HVAC System	\$87.50 <u>\$125.00</u>
Single Unit or System with Input in Excess of 150,000 BTU	Based on valuation
Recirculating Hot Water Heating System Including Hydronic Systems and Boilers	\$87.50 <u>\$125.00</u>
Solar Heating Panels	Based on valuation
Geothermal System	Based on valuation
Hot Water Tank	\$87.50 <u>\$125.00</u>
Any Item Not Listed	\$87.50 <u>\$125.00</u>

Additional costs including inspections, consultations, feasibilities or questions and associated field work are billed separately.

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

~~•~~ The base fee for new construction or any remodel exceeding \$500,000.00 is \$2,500.00

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M. The base fees for remodel and standalone plumbing permits are, as follows:

Permit Administration and Issuance	50.00 <u>100.00</u>
<u>Minimum Permit Fee</u>	<u>250.00</u>
<u>Technology Fee New Construction or Major Remodel or Addition (over \$500k)</u>	5.00 <u>1,500.00</u>
Water Closet (Toilet/urinal)	30.00 <u>50.00</u>
Bathtub/Shower	30.00 <u>50.00</u>
Kitchen Sink	30.00 <u>50.00</u>
Dishwasher	30.00 <u>50.00</u>
Laundry Washer/Tray	30.00 <u>50.00</u>
Floor Drain/Floor Sink/Indirect Drain	30.00 <u>50.00</u>
Roof Drain	30.00 <u>50.00</u>
Drinking Fountain	30.00 <u>50.00</u>
Sump/Ejector	30.00 <u>50.00</u>
Grease Trap or Interceptor	30.00 <u>50.00</u>
Hose Bib	30.00 <u>50.00</u>
Water Service Supply Line	30.00 <u>50.00</u>
Gas Outlet/Gas Piping	30.00 <u>50.00</u>
Other Fixtures Not Listed	30.00 <u>50.00</u>

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Additional costs including inspections, consultations, feasibilities or questions and associated field work are billed separately.

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- N. Hearing Examiner Fee: A \$1,500.00 deposit will be paid. The Town will refund any of the fees paid in excess of the actual Hearing Examiner's costs.
- O. Variance Fee: \$2,500.00 plus applicable fee for Hearing Examiner.
- P. Boundary Line Adjustment Fee: \$1,250.00
- Q. Subdivision and Short Plat Fees:
 - a. Preliminary Approval: \$1,250.00.
 - b. Final Approval: A \$465.00 fee for each new lot and additional costs not previously collected must be paid prior to the recording of the Subdivision or Short Plat. The Town will refund any fees paid in excess of actual processing costs.
- R. Shoreline Substantial Development Permit:
 - a. Shoreline Substantial Development Permit: \$1,550.00.
 - b. Shoreline Substantial Development Exemption: \$465.00.
- S. SEPA Checklist Review Fee: \$1,250.00. Pursuant to YPMC 19.04.270, if an Environmental Impact Statement is required, and the Town prepares the EIS, the Town may charge a reasonable fee from any applicant to cover costs incurred by the Town in preparing the EIS and require the applicant to post a bond or other surety to

ensure payment of such costs.

T. Site Development Permit

a. Level 1 – Other: \$500.00

b. Level 2 – Single Family Residence with detention system: ~~\$1,875.00~~ \$2,500.00

U. Special Use Permit: \$3,125.00

V. Small Wireless Facility Permit: For small wireless facility permits, the applicant shall pay the actual costs incurred by the Town in reviewing such permit application.

W. Telecommunications Franchise Agreement Fee:

a. Application Fee: Actual cost of Town staff and consultant, including attorney's fee, time.

b. Deposit: \$5,000.00

X. Telecommunications Franchise Renewal Fee:

a. Application Fee: Actual cost of Town staff and consultant, including attorney's fee, time.

b. Deposit: \$2,500.00

Y. Tree Removal Permit for Significant Trees:

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

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

Part III. Administrative Fees

A. ~~Credit Card Fee: \$5.00. Applicable when credit or debit cards are used to pay any fees or make any donations.~~

B. Construction Contact Sign: ~~\$30.00~~ \$50.00- Required for all building and site development permits.

C. ~~Copies: \$.15 per page of Town public records. \$.25 per page for personal documents brought to Town Hall to be copied.~~

D. ~~Flash Drives: \$5.00 per flash drive.~~

E. ~~Postage: Actual cost of mailing.~~

F. ~~Oversized Copies: All costs related to copying.~~

- G. NSF Checks Fee: ~~\$30.00~~ \$50.00-or current bank charge.
- H. Document Recording: As determined by the King County Recorder's Office
- I. Town History Book: ~~\$12.00~~ \$15.00

Fees Related to Public Records Requests:

1. Inspection of Records: No Fee. Inspection of public records on the Town's website or by appointment at Town Hall.
2. Outsourced Copies of Scans of Records: Actual Cost. Outside vendors can be used for unusual formats, large quantities, or when a requester asks for delivery of copies faster than the Town can process.
3. Electronic Records: Email: \$.10 per gigabyte (\$.00 <1 GB); and \$.05 per every 4 records (\$.00 if <4 records).
4. Digital Storage Devices: Actual Cost. For example, records are copied to optical storage devices, such as ~~a CD or DVD, or~~ a flash drive)
5. Scans: \$.10 per page (single or double-sided). This is a per-page charge for converting a records from a paper copy to an electronic format.
6. Mailing Physical Records or Storage Device: Actual cost of postage and container/envelope.
7. Customized Service: Actual cost. Data compilations prepared as a customized service. Cost is in addition to copy fees above.
8. Clerk Certification: \$1.00 per document.

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

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

Part IV. Administrative Fees

- A. Event Permit Fee: \$50.00

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Park Commissioner Membership Total - Amendment	Proposed Council Action: Adopt Ordinance No. 764
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Presented by:	Deputy Clerk, Austen Wilcox
Exhibits:	Ordinance No. 764

Summary:

To be consistent with the Planning Commission membership requirement of five members, we are changing the Park Commission membership requirement from six to five members.

Recommended Action:

Adopt Ordinance No. 764: AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING SECTION 2.32.010 OF THE YARROW POINT MUNICIPAL CODE TO AMEND THE MEMBERSHIP TOTAL FOR THE PARK COMMISSION; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

**TOWN OF YARROW POINT
ORDINANCE NO. 763**

**AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, AMENDING
SECTION 2.32.010 OF THE YARROW POINT MUNICIPAL CODE TO AMEND THE
MEMBERSHIP TOTAL FOR THE PARK COMMISSION; PROVIDING FOR SEVERABILITY;
AND ESTABLISHING AN EFFECTIVE DATE**

WHEREAS, when the Park Commission was established, it was determined by Section 2.32.030 that the total membership of the Park Commissioners shall be six members, and

WHEREAS, the Town Council now desires to amend the total membership to five members to be consistent with the Planning Commission membership

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 2.32.010. Yarrow Point Municipal Code Section 2.32.010 is hereby amended as follows:

- A. Created – Eligibility. There is hereby created a Board of Park Commissioners, consisting of ~~six~~ five members who shall be appointed by the Mayor, with the consent of the Town Council, from interested and otherwise qualified residents of the Town. No commissioner shall receive any compensation for his/her services.

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 of unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this Ordinance.

Section 4. 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.

Adopted by the Town Council of the Town of Yarrow Point this ___ day of _____, 2025.

Katy Kinney Harris, Mayor

Approved as to form:
Town Attorney

Attest/Authenticated:

Ogden Murphy Wallace, PLLC
Treasurer

Bonnie Ritter, Town Clerk-

PUBLISHED BY THE TOWN COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.: 763

New Park Commission Chair and Member Appointments	Proposed Council Action: Appoint resident Carolyn Whittlesey as Park Commission Chairperson & Appoint resident Jim Bugbee to the Park Commission.
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Presented by:	Mayor Harris
Exhibits:	

Summary:

Appoint Carolyn Whittlesey as Park Commission Chairperson to replace Krista Fleming.

Appoint Jim Bugbee to the Park Commission.

Recommended Action:

Move to appoint resident Carolyn Whittlesey as Park Commission Chairperson and Jim Bugbee to the Park Commission.