



## **YARROW POINT**

*The Town of Yarrow Point is a resilient, caring community committed to sustainable development and preserving our unique neighborhood character, heritage, and natural resources.  
We endeavor to pass these values and traditions to future generations.*

**Mayor:** Katy Kinney Harris

**Councilmembers:** Laurie Bugbee, Steve Bush, Greg Hanson, Chuck Porter, Brian Vanover

**Town Attorney:** Emily Romanenko

**Clerk-Treasurer:** Elizabeth M. Adkisson

## **AGENDA**

### **1. CALL TO ORDER**

*Meeting Participation Information: The Town of Yarrow Point Council Meeting will be held in a hybrid format. Councilmembers, staff, and members of the public may participate in Council meetings both in-person and remotely.*

*In-Person:*

*Yarrow Point Town Hall  
4030 95th Avenue NE  
Yarrow Point, WA*

*Dial-In via Telephone:*

*1-253-215-8782  
Meeting ID 844 5584 5312  
Passcode 467752*

### **2. PLEDGE OF ALLEGIANCE**

### **3. ROLL CALL**

### **4. APPROVAL OF/AMENDMENTS TO AGENDA**

### **5. STAFF REPORTS (10 minutes)**

5.1 Clyde Hill Police Report– June 2026

5.2 Bellevue Fire and EMS Report - June 2026

5.3 Commission Minutes

- June 16, 2026, Planning Commission Regular Meeting
  - o *Next Meeting: August 18, 2026*
- June 23, 2026, Park Commission Regular Meeting
  - o *Next Meeting: July 28, 2026*

### **6. MAYOR ANNOUNCEMENTS (5 minutes)**



**7. APPEARANCES/PUBLIC COMMENT (Speakers will be allotted 3 minutes each)**

*This is time for people to speak to the Town Council on issues related to the Town of Yarrow Point, except those issues subject to a public hearing. Councilmembers will not respond or engage in dialogue, however, they may ask staff to research and report back on topics addressed.*

*For those attending in-person, please sign-in to speak on the listing provided in Council Chambers. When invited to speak, please approach the podium, state your name, and address your topic.*

*For those attending virtually, when invited to speak, please press \*6 to unmute.*

**8. CONSENT CALENDAR (2 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.*

8.1 Approval of Accounts: June Payment Approval and Payroll (to be provided prior to the meeting)

8.2 Approval of Minutes: (to be provided prior to the meeting)

- Council Regular Meeting of June 9, 2026

8.3 Adoption of Ordinance: Amending Town Code to Remove August from Regular Council Meeting Schedule

8.4 Approval of Resolution: Updating Account Authorization and Designation for Town's Banking Depository

**9. PUBLIC HEARING (10 minutes)**

9.1 2027-2032 Capital Improvement Plan / Transportation Improvement Plan

- Staff Presentation
- Continued Public Hearing

**10. REGULAR BUSINESS**

10.1 2027-2032 Capital Improvement Plan / Transportation Improvement Plan (30 minutes)

- Council Discussion
- Consider Adoption of Ordinance

10.2 Presentation of Draft Police Services Contract Timeline and Process (10 minutes)

10.3 First Reading of Ordinance: Forged Fiber Franchise (10 Minutes)



**10. REGULAR BUSINESS – CONT.**

10.4 Selection of Mayor Pro Tempore (5 minutes)

**11. MAYOR'S REPORT/OLD BUSINESS (10 minutes)**

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

**13. APPEARANCES/PUBLIC COMMENT (SECOND OPPORTUNITY)**

*This is a second opportunity for individuals to address the Town Council; same parameters apply.*

**14. EXECUTIVE SESSION (5 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).*

**15. ADJOURNMENT**

Next regular Town Council Meeting: September 8, 2026, at 4:00 pm.

**STAFF REPORTS**

**5. STAFF REPORTS (10 minutes)**

5.1 Clyde Hill Police Report– June 2026

5.2 Bellevue Fire and EMS Report - June 2026

5.3 Commission Minutes

- June 16, 2026, Planning Commission Regular Meeting
  - o *Next Meeting: August 18, 2026*
- June 23, 2026, Park Commission Regular Meeting
  - o *Next Meeting: July 28, 2026*



**Date:** July 14, 2026  
**From:** Acting Chief Dawn Hanson  
**Subject:** June Police Staff Report

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This month we continued with a focus on training. Ofc. Donchez and Ofc. Hansen wrapped up 80 hours of required training to become defensive/control tactics instructors.

The department received a less-lethal impact munitions 40 mm launcher. Sgt. Humphreys and Ofc. Donchez completed the instructor course to teach the impact munition deployment. The department will be trained to operate the less lethal weapon on July 1<sup>st</sup>.

On 6/04, officers responded to a family disturbance in Clyde Hill. The male was booked into jail on a domestic violence assault charge.

Also on 6/04, Sgt. Cobrea assisted Bellevue PD with a drone deployment for a missing endangered person. Sgt. Cobrea successfully located the subject on his way back to Clyde Hill and the subject was returned home safely.

On 6/14, Ofc. Donchez assisted the FBI and the Seattle Police Department with rescue efforts for sex trafficking victims in Seattle during FIFA. Multiple sex workers were contacted and provided with resources.

On multiple days during the month of June, officers provided mutual aid in Seattle during FIFA games and practices. All events went smoothly.

On 6/24, officers assisted Medina PD with an attempted suicide. The subject was taken into protective custody and transported to the Overlake Hospital Medical Center.

Officers continue to be vigilant in contacting e-bike riders to ensure they are following the laws and the rules of the road and continue to be proactive with self-initiated activity and assisting outside agencies.

CATEGORY	CLYDE HILL POLICE DEPARTMENT					
	January-June 2026					
	June	June	%	YTD	YTD	%
	2025	2026	Change	2025	2026	Change
CALLS FOR SERVICE	313	266	-15.02%	2026	1218	-39.88%
GENERAL REPORTS	16	13	-18.75%	118	92	-22.03%
SUPPLEMENTAL REPORTS	2	5	150.00%	24	39	62.50%
TRAFFIC STOPS	134	103	-23.13%	1018	880	-13.56%
TRAFFIC COLLISION REPORTS	1	2	50.00%	4	5	25.00%
INFRACTIONS	42	13	-69.05%	295	203	-31.19%
FELONY ARRESTS - includes referral to Superior Cou	0	0	0.00%	5	2	-60.00%
DUI ARRESTS	1	2	50.00%	4	3	-25.00%
MISDEMEANOR ARRESTS (non-DUI)	9	6	-33.33%	35	34	-2.86%
WARRANT ARRESTS	2	1	-100.00%	9	3	-66.67%
RESPONSE TIME (DISPATCH TO ARRIVAL) mm:ss	04:58	04:54	-1.43%	06:48	05:02	-26.05%

Filter statement

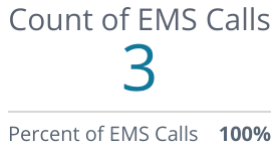
Filters **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** Yarrow Point

# Incident Types (NERIS)

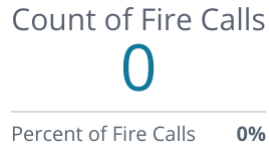
Count of Incidents



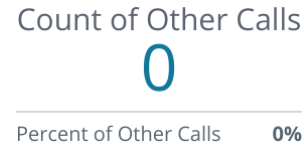
Count of Medical Incidents (Primar...



Count of Fire Incidents (Primary Co...



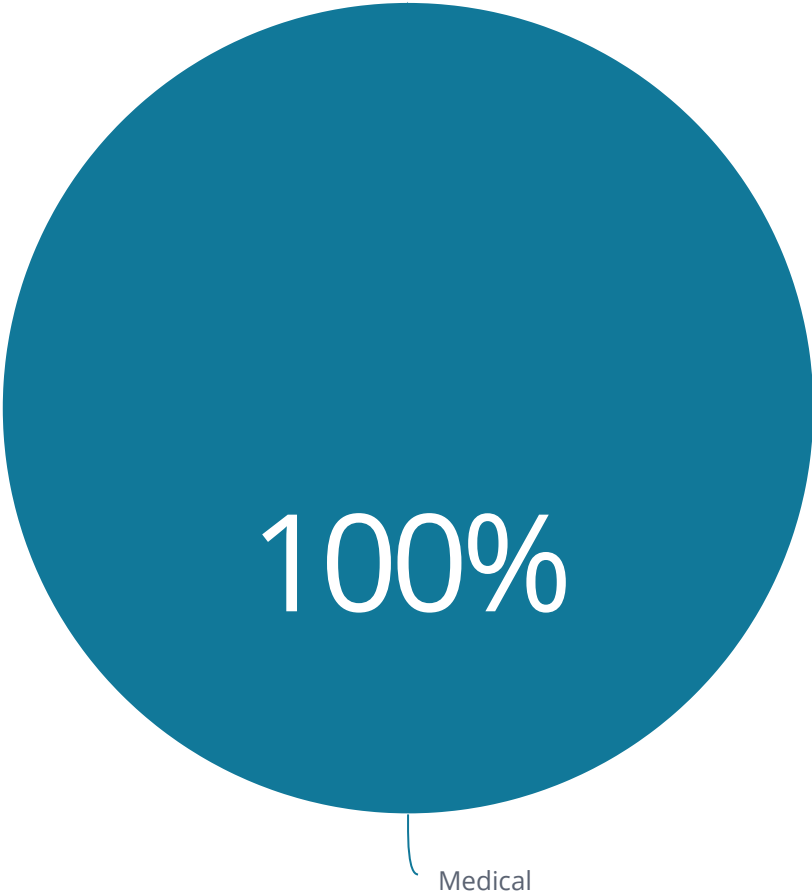
Count of Other Incidents (Primary ...



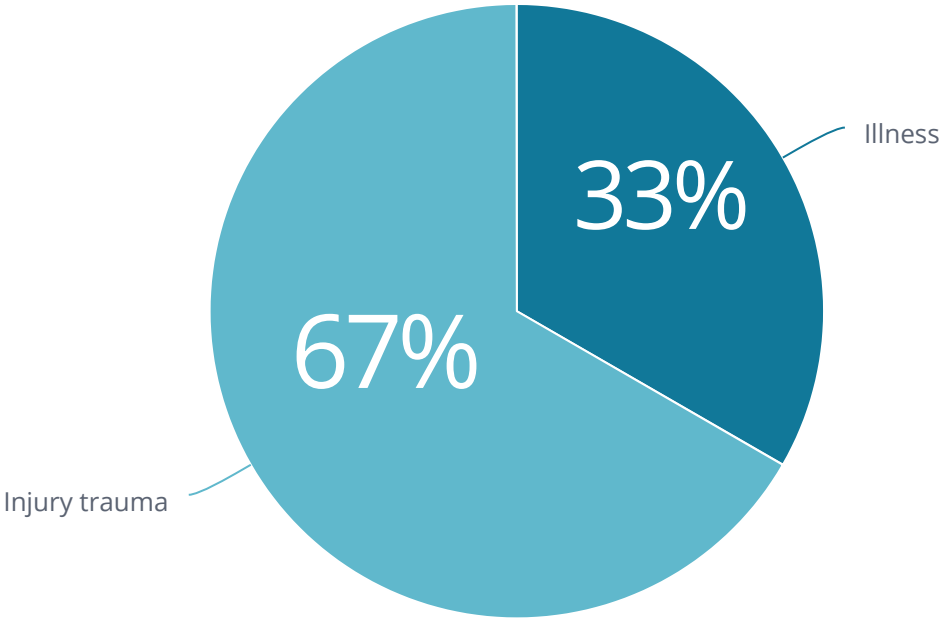
Filter statement

Filters **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** Yarrow Point

Primary Incident Type by Category



Primary Incident Types by Subcategory



Filter statement

Filters      **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** Yarrow Point

Count of Fire Incidents

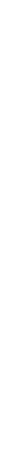
Filter statement

Filters **Incident onset** Last Month | **Incident status** Locked, Draft, InReview | **Location city** Yarrow Point

Primary Incident Types (by month)

Primary Incident Type	Incidents	
	06/2026	Grand Total
Chest pain (non-trauma)	1	1
Fall	1	1
Motor vehicle collision	1	1
<b>Grand Total</b>	<b>3</b>	<b>3</b>

Additional Incident Types (by month)



**TOWN OF YARROW POINT  
TOWN PLANNING COMMISSION REGULAR MEETING  
June 16, 2026  
6:00 p.m.**

The Town Planning Commission of the Town of Yarrow Point, Washington met in regular session on Tuesday, June 16, 2026, at 6:00 p.m. in the Council Chambers of Town Hall.

**PLANNING COMMISSION PRESENT:** Carl Hellings, David Feller, Debi Mishra, and Maureen Boctor

**PLANNING COMMISSION ABSENT:** Lee Sims

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

**1. CALL TO ORDER**

Chair Hellings called the Planning Commission meeting to order at 6:02 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**MOTION:** Motion by Commissioner Feller, seconded by Commissioner Boctor, to approve the agenda as presented.

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

**5. APPROVAL OF THE MINUTES**

- May 19, 2026, Regular Planning Commission Meeting

**MOTION:** Motion by Commissioner Feller, seconded by Commissioner Mishra, to approve the May 19, 2026, Planning Commission minutes as presented.

**VOTE:** 3 for, 0 against. 1 abstained. *Chair Hellings abstained as he was not present at the May 19, 2026, meeting.* Motion carried.

**6. STAFF REPORTS**

The Commission discussed a commission planning report from the Town Planner.

The Commission will not meet in the month of July.

**7. PUBLIC COMMENT**

No comment.

**8. ADJOURNMENT**

MOTION: Motion by Commissioner Feller, seconded by Chairman Hellings, to adjourn the meeting at 6:16 p.m.

VOTE: 4 for, 0 against. Motion carried.

\_\_\_\_\_  
Carl Hellings, Chair

\_\_\_\_\_  
Attest: Austen Wilcox, Deputy Clerk

DRAFT

**TOWN OF YARROW POINT  
TOWN PARK COMMISSION REGULAR MEETING  
June 23, 2026  
7:00 p.m.**

The Town Park Commission of the Town of Yarrow Point, Washington met in regular session on Tuesday, June 23, 2026, at 7:00 p.m. in the Council Chambers of Town Hall.

**PARK COMMISSION PRESENT:** Carolyn Whittlesey, Nancy Daltas, and Robert Afzal

**PARK COMMISSION ABSENT:** Robert Afzal

**STAFF PRESENT:** Deputy Clerk Austen Wilcox

**1. CALL TO ORDER**

Chair Whittlesey called the Park Commission meeting to order at 7:06 p.m.

**2. PLEDGE OF ALLEGIANCE**

**3. ROLL CALL**

**4. APPROVAL OF AGENDA**

**MOTION:** Motion by Chairwoman Whittlesey, seconded by Commissioner Bugbee, to approve the agenda as presented.

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

**5. APPROVAL OF THE MINUTES:**

**MOTION:** Motion by Chairwoman Whittlesey, seconded by Commissioner Coburn, to approve the April 28, 2026, special minutes as presented.

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

**6. STAFF REPORTS**

**7. APPEARENCES/PUBLIC COMMENT**

No comment.

**8. REGULAR BUSINESS**

**8.1 – Discuss proposal for Points Drive and Town Entry Landscaping Projects**

Chairwoman Whittlesey discussed a proposal from Elvis' Landscape Services to provide landscaping at the corner of 92<sup>nd</sup> Ave NE and NE Points Drive. The Commission discussed maintenance of the new landscaping plan which could require a lot of maintenance from the Town's Public Works Staff. They further discussed getting another proposal.

*Commissioner Daltas arrived at 7:12 p.m.*

There is no current maintenance plan for the WSDOT owned 92<sup>nd</sup> Ave NE entry Lid.

**9. ADJOURNMENT**

MOTION: Motion by Bugbee seconded by Chairwoman Whittlesey to adjourn the meeting at 7:27 p.m.

VOTE: 4 for, 0 against. Motion carried.

\_\_\_\_\_  
Carolyn Whittlesey, Chairwoman

\_\_\_\_\_  
Attest: Austen Wilcox, Deputy Clerk

DRAFT

# Business of The Town Council

## Town of Yarrow Point, WA

Regular Meeting  
July 14, 2026

<b>Ordinance: Amending Town Code to Remove August from Regular Council Meeting Schedule</b>	<b>Proposed Council Action:</b> Adopt Ordinance
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<b>Presented by:</b>	Elizabeth M. Adkisson, Clerk-Treasurer
<b>Attachments:</b>	1. Proposed Ordinance

### Introduction

This agenda bill proposes updates to the Town’s Municipal Code through approval of an ordinance (Attachment 1). The proposed changes align with the Town Council’s annual practices of not holding a regular meeting in the month of August.

### Background

In accordance with the Open Public Meetings Act, RCW 42.30.070 -- Times and places for meetings – Emergencies – Exceptions – the Town Council *“shall provide the time for holding regular meetings by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body.”*

In 1997, the Town Council adopted Ordinance no. 468, establishing a regular meetings schedule, which was codified as Yarrow Point Municipal Code Section 2.04.010, Meetings – Time and Place. This section was subsequently amended through Ordinance Nos. 599 (2009), and 719 (2022). The current code reads:

*2.04.010 Meetings – Time and place.*

*The council of the town of Yarrow Point shall hold regular meetings commencing at 4:00 p.m. every second Tuesday of the month at the Yarrow Point Town Hall, 4030 95th Avenue, Yarrow Point, Washington.*

It has been the regular practice of the Yarrow Point Town Council to cancel the August meeting each year. This requires the Council to take action at an open public meeting to amend its meeting schedule, which is then followed by legal public noticing related to the cancellation. This process requires the time and attention of Council and staff, and results in additional work and fees (for noticing).

It is common in other nearby jurisdictions for the governing body (Council) to take time off in the months of August and December, as well as to codify the schedule through formal legislative action. As examples, the cities of Kirkland<sup>1</sup> and Bellevue<sup>2</sup> have codified exceptions.

<sup>1</sup> Kirkland Municipal Code: <https://kirkland.municipal.codes/KMC/3.10.010>  
<sup>2</sup> Bellevue Municipal Code: <https://bellevue.municipal.codes/BCC/2.04.010>

## **Proposed Amendments**

In an effort to streamline processes and eliminate unnecessary costs, the Mayor and Staff believe it is in the Town's best interest to formalize the removal of holding meetings in the month of August by amending the code. The proposed amendments read:

*2.04.010 Meetings – Time and place.*

*The council of the town of Yarrow Point shall hold regular meetings commencing at 4:00 p.m. every second Tuesday of the month at the Yarrow Point Town Hall, 4030 95th Avenue, Yarrow Point, Washington; provided, however, that the town council shall not meet in the month of August.*

The Council retains the right to schedule Special Meetings, as needed, in accordance with the provisions of RCW 42.30.080. Therefore, this option is available to meet in the month of August, if deemed necessary.

## **Financial Impacts**

The proposed changes would have a beneficial financial impact by eliminating the cost of advertising annual cancellation notices, as well as streamlining the process which results in less staff time spent on noticing.

## **Alternatives**

1) Do Not Approve

*Impact:* The current code will remain in effect, Council will need to make a motion to cancel the August 11, 2026, Council Meeting, and staff will then arrange for legal publication and posting of the notice of cancellation.

2) Modify

*Impact:* The Council could consider making additional revisions to the code to provide for more clarity on the regular council meeting schedule, as deemed necessary and appropriate.

## **Recommended Action**

MOVE TO: Adopt Ordinance No. 786, an Ordinance of the Town of Yarrow Point, Washington, amending Chapter 2.04 YPMC Town Council to revise the time of regular meetings; providing for severability; and establishing an effective date.

**TOWN OF YARROW POINT  
ORDINANCE NO. 786**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF YARROW POINT,  
WASHINGTON, AMENDING CHAPTER 2.04 YPMC TOWN COUNCIL TO  
REVISE THE TIME OF REGULAR MEETINGS; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

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WHEREAS, the Yarrow Point Town Council has adopted a regular Council meeting schedule pursuant to RCW 42.30.070, codified as Yarrow Point Municipal Code (YPMC) Section 2.04.010, through Ordinance No. 468, and amended through Ordinance Nos. 599 and 719; and

WHEREAS, YPMC Section 2.04.010 provides that the Town Council shall hold regular meetings the second Tuesday of each month for the conduct of business and taking of action thereon; and

WHEREAS, it has been the practice of the Council to cancel its August meeting to accommodate for unavailability, vacations, and travelling during the month; and

WHEREAS, given the present language of YPMC 2.04.010, it has been necessary for the Council to annually approve the cancelation of the meetings referenced above; and

WHEREAS, the Council now wishes to formalize its meeting schedule practices by amending the municipal code to conform to them, while preserving the ability of the Council to add, cancel, or reschedule meetings.

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

Section 1.     Amendment of YPMC 2.04.010.     Section 2.04.010 of the Yarrow Point Municipal Code is hereby amended, as follows:

2.04.010     **Meetings – Time and place.**

The council of the town of Yarrow Point shall hold regular meetings commencing at 4:00 p.m. every second Tuesday of the month at the Yarrow Point Town Hall, 4030 95th Avenue, Yarrow Point, Washington; **provided, however, that the town council shall not meet in the month of August.**

Section 2.     Severability.     Should any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by State or federal law or regulation, such decision or preemption shall not affect the validity or enforceability of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3.     Corrections.     Upon concurrence with the Town Attorney, the Town Clerk-Treasurer and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Effective Date. This ordinance shall be in full force and effect upon publication as required by law.

PASSED by the Town Council and APPROVED by the Mayor of the Town of Yarrow Point, at a regular meeting held this 14th day of July, 2026.

First Reading: July 14, 2026  
Adoption: July 14, 2026  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

TOWN OF YARROW POINT,  
WASHINGTON:

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth M. Adkisson, Clerk-Treasurer

\_\_\_\_\_  
Emily Romanko, Town Attorney

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

Consent Calendar  
July 14, 2026

<b>Resolution: Updating Account Authorization and Designation for Town’s Banking Depository</b>	<b>Proposed Council Action:</b> Approve Resolution
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<b>Presented by:</b>	Elizabeth M. Adkisson, Clerk-Treasurer
<b>Attachments:</b>	1. Proposed Resolution 2. Letter to Banner Bank

### **Introduction**

This agenda bill proposes updates to the Town’s Banking Depository designees through approval of a resolution (Attachment 1). The proposed changes will align with current staffing.

### **Background**

Banner Bank is the Town of Yarrow Point’s designated depositor.

Staffing changes have occurred since the last designation was approved in March 2026 through Resolution No. 384.

On June 11, 2026, Banner Bank was formally notified to update the banking card to remove Councilmember Chuck Porter and former employee, Tina Eggers, and to add newly hired Clerk-Treasurer, Elizabeth M. Adkisson, to the Town’s banking signature card. A new signature card was issued by Banner Bank, and all designees signed the card in person on June 18 and 22, 2026.

### **Financial Impacts**

The proposed changes will streamline banking services and provide accurate safeguards for access to the Town’s Banking Depository.

### **Proposed Amendments**

This resolution ratifies the assigned designees aligning with current staffing.

### **Recommended Action:**

MOVE TO: Approve Resolution No. 392, a resolution authorizing the Mayor, Clerk-Treasurer, and Deputy Clerk to make transactions on behalf of the Town at Banner Bank.

TOWN OF YARROW POINT  
RESOLUTION NO. 392

A RESOLUTION OF THE COUNCIL OF THE TOWN OF YARROW POINT  
AUTHORIZING THE MAYOR, CLERK-TREASURER, AND DEPUTY  
CLERK TO MAKE TRANSACTIONS ON BEHALF OF THE TOWN AT  
BANNER BANK

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WHEREAS, Banner Bank is the Town of Yarrow Point's designated depository;  
and

WHEREAS, staffing has changed since Resolution No. 384 was approved on  
March 10, 2026; and

WHEREAS, Banner Bank was formally notified on June 11, 2026, to remove  
Chuck Porter and Tina Eggers, and to add newly hired Clerk-Treasurer, Elizabeth  
Adkisson to the banking signature card; and

WHEREAS, a new signature card was issued by Banner Bank, and all designees  
signed the card in person on June 18 and 22, 2026; and

WHEREAS, the Town maintains banking policies and requirements, and  
desires to incorporate relevant portions thereof in this resolution.

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

Section 1. The serving Mayor, Clerk-Treasurer, and Deputy Clerk, each  
identified further below by name, are hereby authorized in the course of their  
employment and on behalf of the Town to:

- A. Enter into and transact business involving the Town's checking, savings, time  
deposit, night deposit, cash management and corporate service accounts and  
agreements, and/or other deposit accounts or account agreements  
(collectively Accounts) with or at Banner Bank; provided that wire transfers of  
funds from any Accounts shall not be authorized under any circumstances or  
for any reasons.
- B. Endorse for deposit with Banner Bank, or for negotiation or collection, any and  
all warrants, checks, drafts, certificates of deposit, savings certificates, items  
or other instruments or written orders for the payment of money payable to the  
Town, which endorsement shall be in writing by signatures of the persons so  
endorsing.

Section 2. Banner Bank is hereby directed to honor, pay and charge to the  
Accounts of the Town without inquiry as to the circumstances of the issuance or  
application of the proceeds all warrants, checks, draft items or other written orders

(excluding wire transfer orders) regarding the Town's Accounts with Banner Bank, whether or not payable to, endorsed or negotiated by or for the credit for any person signing the same or any other person or entity other than the Mayor, Clerk-Treasurer, and Deputy Clerk; provided such warrant, check, draft item or other written order has been signed by two of the following authorized signatories:

1. Mayor
2. Clerk-Treasurer
3. Deputy Clerk

Section 3. The individuals authorized and designated to act as indicated in Section 1 and Section 2 above on behalf of the Town are only the following:

1. Mayor Katy K. Harris
2. Clerk-Treasurer Elizabeth M. Adkisson
3. Deputy Clerk Austen Wilcox

Section 4. The custodian of the records of the Town is authorized and directed to furnish said Financial Institution with a certified copy of these resolutions, which resolutions shall continue in full force and effect until written notice of the rescission of modification of the same has been received by Financial Institution, and Financial Institution has had a reasonable time to act on said change; and to furnish said Financial Institution the names and specimen signatures of the person(s) named herein, and such persons from time to time holding the positions named herein, on Financial Institution's usual form of signature card or on a form acceptable to Financial Institution.

APPROVED and ADOPTED by the Council of the Town of Yarrow Point this 14th day of July, 2026.

Approved: July 14, 2026  
Effective: July 14, 2026

TOWN OF YARROW POINT,  
WASHINGTON:

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Katy Kinney Harris, Mayor

ATTEST:

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Elizabeth M. Adkisson, Clerk-Treasurer



TOWN OF  
**YARROW POINT**  
WASHINGTON • INCORPORATED 1959

4030 - 95<sup>th</sup> Avenue NE  
Yarrow Point, WA 98004  
(425) 454-6994 Fax: (425) 454-7899

June 11, 2026

Banner Bank  
201 Park Lane  
Kirkland, WA 98033

SENT VIA EMAIL:  
Jonathan.Stoetzer@bannerbank.com

Re: Updates to Signature Card for the Town of Yarrow Point

Dear Jonathan,

The Town of Yarrow Point requests its banking signature card be updated as follows:

1. Remove Christine L. Eggers, out-going Clerk-Treasurer
2. Remove Charles Porter, Councilmember
3. Add Elizabeth M. Adkisson, new Clerk-Treasurer

Attached please find Ms. Adkisson's application. Please let us know if anything further is needed to prepare a new signature card. We would like to provide signatures on June 18 if possible.

Thank you for all your assistance.

Sincerely,



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Katy K. Harris, Mayor



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Austen Wilcox, Deputy Clerk

# Business of The Town Council

July 14, 2026

## Town of Yarrow Point, WA

<b>CONTINUED PUBLIC HEARING: 2027-2032 Capital Improvement Plan / Transportation Improvement Plan</b>	<b>Proposed Council Action:</b> Open and Close the Continued Public Hearing
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<b>Presented by:</b>	Stacia Schroeder, Town Engineer
<b>Attachments:</b>	<i>None. See Agenda Bill and Materials for Ordinance: Adopting 2027-2032 Capital Improvement Plan / Transportation Improvement Plan</i>

### **Background**

On June 9, 2026, the Town Council held a public hearing on the Proposed 2027-2032 Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP).

At that time, testimony was received, and the Town Council decided to leave the hearing open to provide the opportunity for additional feedback; therefore, the public hearing was continued to the July 14, 2026, Council Meeting.

The Continued Public Hearing Notice was published in the Seattle Times on June 30, 2026, and posted on the Town’s website and at Town Hall on June 22, 2026.

### **Summary:**

On July 14, 2026, the Town Engineer will provide a presentation of the updated Six-Year Transportation Improvement Plan (TIP) and Capital Improvement Plan (CIP), as revisions have been made based on the feedback received.

The Proposed Ordinance and 2027-2032 Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP) will be considered under Regular Business for final action.

### **Recommended Action:**

1. Continue the public hearing.
2. Accept testimony on the 2027-2032 Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP).
3. Close the public hearing.

# Business of The Town Council

## Town of Yarrow Point, WA

July 14, 2026

<b>ORDINANCE: Adopting 2027-2032 Capital Improvement Plan (CIP)/ Transportation Improvement Plan (TIP)</b>	<b>Proposed Council Action:</b> Adoption of Ordinance No. 787
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<b>Presented by:</b>	Stacia Schroeder, Town Engineer
<b>Attachments:</b>	<ol style="list-style-type: none"> <li>1. Ordinance No. 787 Exhibit A: Proposed 2027-2032 Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP)</li> <li>2. 2027-2032 CIP Project Descriptions</li> <li>3. 2027-2032 CIP Map</li> <li>4. CIP Funds Summary</li> <li>5. 2026 CIP Fund Allocation</li> </ol>

**Background:**

The Town Council previously reviewed the proposed 2027-2032 Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP) at its regular meetings on May 12, 2026<sup>1</sup>, and June 9, 2026<sup>2</sup>. A Public Hearing on this topic was held on June 9, 2026, and continued to July 14, 2026, to provide ample opportunity for community input.

As a reminder of context, the CIP/TIP is, by its nature, an aspirational planning document. It is required by the State, County, and other agencies and serves as evidence that the Town is thoughtfully planning for future capital investments. One of its most important functions is establishing eligibility for grant opportunities. If a project is included in our CIP, we may apply for grants to help fund it. If a project is not included, we are generally ineligible to pursue grant funding for that project.

It is important to understand that inclusion in the CIP does not constitute approval, commitment, or authorization to proceed with a project. Rather, it signals that the Town may wish to pursue the project should funding become available through grants, partnerships, donations, or future budget allocations approved by Council. The CIP should not be viewed as a guaranteed project list or a firm implementation schedule.

As a reminder, the town budget is comprised of several funds, many of which are designated by state law for use on certain types of expenditures. The following town funds are used to pay for the capital projects shown on our six-year CIP and TIP:

- Parks & Open Space Fund #040
- Transportation Fund #101 - Funded by 60 percent of our intake for gas tax and heavy truck fees.

<sup>1</sup> <https://yarrowpointwa.gov/wp-content/uploads/2026/05/COMPLETE-PACKET.pdf>

<sup>2</sup> <https://yarrowpointwa.gov/wp-content/uploads/2026/06/COMPLETE-PACKET-June-9-2026.pdf>

- Stormwater Fund #401 – Funded by approximately 60 percent of our intake for the stormwater utility fee.
- Capital Fund #311.
- Real Estate Excise Tax (REET) Fund #301 – Collected in the fund until it is needed for a specific project and then transferred into that fund(s). The current town strategy is to use REET funds to cover stormwater project shortfalls.

*Submittal of the approved Six-Year CIP/TIP to the state is required yearly at the end of July.*

**Summary:**

The following updates have been incorporated into the CIP based on Council discussion and feedback at the June 9, 2026, Council Meeting:

- Adding revenue to appropriate funds for:
  - Transportation Benefit District (+\$72k/yr to Street Fund #101).
  - KC Parks Levy (+\$116k/yr to P&OS Fund #040 and +\$4k/yr interest).
  - Delayed NE 34th Street grind and overlay from 2028 to 2032.
- Added descriptions and amounts for future grants included in revenue section of CIP Fund Allocation spreadsheet.
- Removed NE Points Drive Sidewalk Project (explore other options?).
- Removed Wetherill Nature Preserve Project (projects are funded by donations and grants rather than any Town funds; projects are included on the CIP in order to be eligible for grants; no major projects on radar).
- Reduced amount of 2027 NE 47th St Pier project from \$258k to \$150k (project description may need expanded to justify estimated cost).
- Updated CIP Map to reflect changes in spreadsheet and projects.
- Updated and included project descriptions.
- Updated agenda bill and ordinance for July adoption.

The proposed 2027-2032 Capital and Transportation Improvement Plan is reflected in Exhibit A to the Ordinance presented as Attachment 1. Reference documents noted as Attachments 2 through 5 include the 2027-2032 CIP Project Descriptions and Map, as well as a summary of CIP Funds and the 2026 CIP Fund Allocation.

**Recommended Action:**

MOVE TO adopt Ordinance No. 787: an ordinance of the Town of Yarrow Point, Washington, adopting a Capital Improvement Plan and Transportation Improvement Plan for 2027-2032, and fixing a time when the same shall become effective.

**TOWN OF YARROW POINT  
ORDINANCE NO. 787**

AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON  
ADOPTING A CAPITAL IMPROVEMENT PLAN AND TRANSPORTATION  
IMPROVEMENT PLAN FOR 2027-2032, AND FIXING A TIME WHEN THE SAME  
SHALL BECOME EFFECTIVE

WHEREAS, the Six-Year Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP) are elements of the comprehensive plan; and

WHEREAS, pursuant to RCW 35A.63.073, amendments to the comprehensive plan require the Town Council to notice and hold a public hearing to solicit and receive public comment regarding the proposed CIP and TIP; and

WHEREAS, the Town Council duly noted and held a public hearing on June 9, 2026, and again on July 14, 2026, to solicit and receive public comment; and

WHEREAS, upon hearing public testimony and recommendations of the Town Engineer, the Town Council finds it to be in the public's interest to adopt the CIP and TIP as presented.

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

Section 1. The 2027-2032 Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP) are hereby adopted in the form set forth in Exhibit A, incorporated by this reference as fully as if herein set forth.

Section 2. This ordinance shall be in full force and effect upon publication as required by law.

PASSED by the Town Council and APPROVED by the Mayor of the Town of Yarrow Point, at a regular meeting held this \_\_\_\_ day of \_\_\_\_, 2026.

First Reading: June 9, 2026  
Adoption: July 14, 2026  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

TOWN OF YARROW POINT,  
WASHINGTON:

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth M. Adkisson, Clerk-Treasurer

\_\_\_\_\_  
Emily Romanko, Town Attorney

**TOWN OF YARROW POINT**  
**CAPITAL IMPROVEMENT PLAN (2027- 2032)**  
**TRANSPORTATION IMPROVEMENT PLAN (2027 - 2032)**

Approved by:  
 Date: July x, 2026  
 Ordinance Number: 785

DATE SUBMITTED: 07/x/2026

NO.	YEAR	STREET / LOCATION	FROM	TO	(mi)	PROJECT SCOPE	CONDITION	BUDGET	SOURCE
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**I. TRANSPORTATION IMPROVEMENT PROJECTS**

T - 1	2030	95th Ave NE	3800	4700	0.50	2" Grind and Overlay (~6,950 sy @ \$70/sy) Completed after Stormwater (S-4) and UGC (U-3)	3.5	\$515,000	Street Fund (101)
T - 2	2032	NE 34th Street	8900	9200	0.16	2" Grind and Overlay (~2250 sy @ \$70/sy)	3.5	\$165,000	Street Fund (101)

**II. CAPITAL IMPROVEMENT PROJECTS - STORMWATER**

S - 1	2027	4441 91st Ave NE	91st R/W	Lake Washington	0.12	Stormwater Construction (~525 LF) Survey/ Design/ Bid/ Construct/ Manage/ Closeout		\$515,000	Stormwater Fund (401)
S - 2 S - 3	2028/ 2029	95th Ave NE	3800	4700	0.50	Survey & Final Engineering Design - Stormwater (~2,500LF) (2020 CIP #6)		\$41,000	Stormwater Fund (401)
S - 4	2030	95th Ave NE	3800	4700	0.50	Stormwater Construction - Incl. Bid/ Manage/ Construct/ Close Out (2020 CIP #6)		\$309,000	Stormwater Fund (401)

**III. CAPITAL IMPROVEMENT PROJECTS - UNDERGROUND CONVERSION**

U - 1 U - 2	2028/ 2029	95th Ave NE	3800	4700	0.50	Survey & Final Engineering Design - UGC (~2,500LF)		\$62,000	CIP Fund (301 - REET) Capital Fund (311)
U - 3	2030	95th Ave NE	3800	4700	0.50	UGC Construction (~2,500LF @ \$840/lf) 12 existing street lights Bid/ Manage/ Construct/ Close Out		\$2,266,000	CIP Fund (301 - REET) Capital Fund (311)

**IV. CAPITAL IMPROVEMENT PROJECTS - PARKS AND OPEN SPACE**

P - 1	2027	NE 47th Street			-	NE 47th Street Beach Maintenance and Dock Repair		\$150,000	Parks & Open Space Fund (040)
P - 2	2028/ 2029	95th Ave NE	3800	4700	0.50	Pathway Extension - Final Engineering Design		\$25,000	Parks & Open Space Fund (040)
P - 3	2030	95th Ave NE	3800	4700	0.50	Pathway Extension - Construction		\$515,000	Parks & Open Space Fund (040)
P - 4	2031	95th Ave NE			-	Morningside Park Nature Path		\$103,000	Parks & Open Space Fund (040)

**IV. CAPITAL IMPROVEMENT PROJECTS - OTHER**

O - 1									
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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 2026 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.



## **Capital Improvement Plan (2027-2032)**

### **CIP No. 4: 4441 91<sup>st</sup> Ave NE (S-1)**

CIP No. 4 will use a cast in place pipe (CIPP) method to efficiently replace 525LF of failing 12-inch diameter public stormwater pipe installed in ~1940. The pipe runs through a private easement along the northern property line of 4441 91<sup>st</sup> Ave NE and captures runoff from a 500LF stretch of 91<sup>st</sup> Ave NE and roughly 10 homes. It is the next highest priority stormwater project identified in our 2020 Stormwater Management Plan.

The stormwater line is cracked and inundated every year with roots which makes cleaning and videoing very expensive. Additionally, a few catch basins in the run are the old brick and mortar style and in need of maintenance. The town has known about this project for several years, and although it is not an emergency, staff believes it is in the town's best interest to use the money currently spent on cleaning (~\$20,000/yr) towards rehabilitation. Delaying the project will likely result in increased scope and cost.

The affected homeowner has signed a letter of support for the project and Town staff submitted an application to the King County Flood Control District for a Flood Reduction Grant. A 10% Town match, although not required, was included with the Council's letter of support as it will increase our odds of receiving a grant. Award announcements are expected in August with funds being available in time for the 2027 construction season.

The town will rely on the Stormwater Utility Fund for the 10% Town match.

### **95<sup>th</sup> Ave NE Stormwater & UGC Project (T-1/ S-2 thru 4/ U-1 thru 3/ P-2 & 3)**

The 95<sup>th</sup> Ave NE Stormwater & UGC Project spans 0.4 miles (3800 – 4700 95<sup>th</sup> Ave NE) and is similar in nature to the recently completed 94<sup>th</sup> Ave NE project. The project is being proposed as a continuation of the town's vision to first and foremost, improve our stormwater system, then when/where possible, underground our overhead power/phone/ cable lines. As part of the design process, Council will have the chance

to consider installation of a pedestrian pathway along 95<sup>th</sup> Ave NE similar to 92<sup>nd</sup> Ave NE or Sally's Alley.

The 95<sup>th</sup> Ave NE Stormwater & UGC project will benefit all residents and visitors who circumnavigate their way around town, use Morningside Park facilities, or visit town hall. The design effort takes 2 years of coordination with other purveyors (City of Bellevue Water & Sewer, PSE gas and power, cable and phone, etc.) and then one full year to construct. The stormwater maintenance activities will need to be completed by the given year regardless, but the undergrounding and pathway extension themselves are not an emergency. Like all projects however, construction costs will likely increase if delayed.

The Town relies on the Schedule 74 agreement with PSE power and our Comcast franchise agreement to reduce the overall cost of undergrounding and in the past we have used the state Transportation Improvement Board (TIB) funds for asphalt restoration. When available, we also utilize the King County Flood Control District's Subregional Opportunity Fund and the Town's Stormwater Utility Fund.

The scope of the project (infrastructure maintenance and pedestrian enhancements) and its proximity to town hall amenities will expand the list of available grants, and it is important to include this project in its entirety on our Capital Improvement Plan to show the town's support. For instance, the yearly Community Project Funding available through Suzanne DelBenne's office, is a possibility, but the application window is short and having this project on our approved CIP will save time.

### **NE 47<sup>th</sup> Street Pier and Dock Repair (P-1)**

The NE 47<sup>th</sup> Street pier and dock repair work is a 2-year on-going project that was part of last year's approved capital improvement plan. Town staff are actively getting estimates which will improve safety (ie. removing the bull run and fascia boards) and deter after hour use and crime (ie. lighting and/ or cameras). Estimated costs include potential permitting efforts.

### **Morningside Park Nature Path (P-4)**

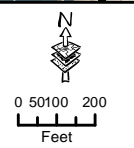
The Morningside Park Nature Path project maintains and improves upon an existing trail network just east of town hall between the playground and Lake Washington. It is being proposed at the request of the Yarrow Point Park Board and will provide another natural element for the experience of all Morningside Park users. There is no deadline for construction and the project is completely discretionary. We are not expecting any grants related to this project and the budgeted amount can be increased or decreased by the Town Council.

**NE 34<sup>th</sup> Street Grind & Overlay (T-2)**

The NE 34<sup>th</sup> Street grind and overlay project would restore the asphalt in the public right-of-way from 92<sup>nd</sup> Ave NE to the culdesac.

# TOWN OF YARROW POINT

## 2027-2032 CAPITAL IMPROVEMENT PLAN



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

# Capital Improvement Plan Funds

**PRIMARY FUNDING: REET**  
**0.5% of Property Tax**  
**(~\$375,000/ YR)**

## TIP – STREET PROJECTS

**FUNDING:**

- 1.) HEAVY TRUCK FEE ~\$80,000/ YR
- 2.) Motor Vehicle Fuel Tax ~\$20,000/YR

- 40% Maintenance (~\$40,000 min)
  - Staff Salaries
  - Pagodas
  - Street Repairs
  - Restriping
- 60% Improvement Projects (~\$60,000 min)
  - Overlays and Striping

## STORMWATER PROJECTS

**FUNDING: STORMWATER UTILITY FEE**  
**FIXED 422 LOTS \* \$336/YR ~\$142,000/ YR**

- 40% Maintenance (~\$56,800)
  - Video Existing Lines
  - Cleaning sediment and debris in CB's
  - Repairs
- 60% Improvement Projects (~\$85,200)
  - Stormwater CIPs outlined in Comp Plan

**FUNDING: KC Flood Control District**  
**Fixed: \$23,000/ YR**

## UNDERGROUND CONVERSION PROJECTS

- 100% Design and Construction
  - 95<sup>th</sup> Ave NE



**2026 CIP Fund Allocation**  
**(Updated: 6/10/2026)**

			95th UGC Design		95th UGC Const		
	2026	2027	2028	2029	2030	2031	2032
<b>Fund 040 - Parks &amp; Open Space</b>							
Beginning Fund Balance	32,283	133,783	66,783	169,783	272,783	(324,217)	(358,217)
Income	125,500	120,000	120,000	120,000	120,000	120,000	0
Expenses	24,000	187,000	17,000	17,000	717,000	154,000	0
Ending Fund Balance	133,783	66,783	169,783	272,783	(324,217)	(358,217)	(358,217)
<b>Fund 101 - Transportation</b>							
Beginning Fund Balance	813,039	1,149,817	1,311,817	1,473,817	1,635,817	1,680,817	1,842,817
Income	444,778	162,000	162,000	162,000	762,000	162,000	162,000
Expenses	108,000	0	0	0	717,000	0	246,000
Ending Fund Balance	1,149,817	1,311,817	1,473,817	1,635,817	1,680,817	1,842,817	1,758,817
<b>Fund 401 - Stormwater</b>							
Beginning Fund Balance	697,613	763,613	536,613	625,613	714,613	400,613	516,613
Income	116,000	416,000	116,000	116,000	116,000	116,000	116,000
Expenses	50,000	643,000	27,000	27,000	430,000	0	0
Ending Fund Balance	763,613	536,613	625,613	714,613	400,613	516,613	632,613
<b>Fund 311 - Capital Projects (UGCs)</b>							
Beginning Fund Balance	93,842	318,842	693,842	1,027,842	1,361,842	(1,418,158)	(1,043,158)
Income	375,000	375,000	375,000	375,000	375,000	375,000	375,000
Expenses	150,000	0	41,000	41,000	3,155,000	0	0
Ending Fund Balance	318,842	693,842	1,027,842	1,361,842	(1,418,158)	(1,043,158)	(668,158)
<b>Ending Fund Balance - All Funds</b>	2,366,055	2,236,055	2,518,055	3,014,055	(106,945)	474,055	1,055,055

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

10.2  
July 14, 2026

<b>Presentation: DRAFT Police Services Contract</b>	<b>Proposed Council Action:</b> Review of Timeline and Process
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<b>Presented by:</b>	Emily Romanenko, Town Attorney Mayor Katy Kinney Harris
<b>Exhibits:</b>	1. Draft Contract

**Background**

The Town's agreement for police services with the City of Clyde Hill is due for renewal and requires a comprehensive update.

Over the past year, Town staff have worked collaboratively with Clyde Hill to better understand the full police services budget "universe," including the individual cost components and the increasing expenses associated with operating a high-quality police department.

With the assistance of legal counsel, the existing agreement has been substantially modernized to reflect current legal standards, operational practices, and governance expectations. The draft agreement included in this packet was distributed to the Council last month for preliminary review. While no comments have been received to date, additional revisions are anticipated after Clyde Hill has an opportunity to review and provide its feedback over the coming weeks.

**Presentation**

The purpose of the July meeting is to provide Council with the renewal process timeline and draft agreement. This is an opportunity to ask questions, identify issues for further consideration, and provide preliminary direction to staff and legal counsel.

This meeting is **not** intended to resolve the substantive policy questions related to the allocation of police service costs. Those discussions are expected to occur after Clyde Hill's review, likely during the September and/or October Council meetings.

A principal policy issue will be determining an equitable methodology for allocating police service costs between the two cities. Potential approaches include, but are not limited to:

- Calls for service;
- Population;
- Miles of roadways requiring patrol; and
- A blended allocation formula incorporating multiple service factors.

Staff will return with recommendations and supporting information to assist the Council in evaluating these alternatives. The proposed timeline and process for these discussions is reflected in the following section.

**Proposed Process and Timeline**

<b>Timeframe</b>	<b>Process Milestone Description</b>
July Council Meeting	Presentation of the proposed timeline, process, and draft agreement; receive Council questions and preliminary feedback.
Mid-July	Mayor transmits draft agreement to the City of Clyde Hill for review.
September Council Meeting	Presentation and discussion of Clyde Hill's comments and proposed revisions to draft agreement.
September–Early October	Staff and legal counsel revisions to draft agreement, incorporating feedback from both Councils.
October Council Meeting	Presentation of revised draft agreement; Council discussion of cost allocation policy.
October–December	Staff and legal counsel facilitate final agreement negotiations
December Council Meeting	Council considers approval of the final Police Services Agreement.  <i>NOTE: If an agreement cannot be reached, the Council may consider alternative options. (The current agreement requires two years' notice for termination.)</i>

**Recommended Action:**

Review the timeline, process, and receive draft agreement; provide questions and preliminary feedback to the Mayor and Staff.

# DRAFT

June 9, 2026

## INTERLOCAL AGREEMENT FOR POLICE SERVICES BETWEEN CITY OF CLYDE HILL AND TOWN OF YARROW POINT

**THIS INTERLOCAL AGREEMENT** (“ILA”) by and between CITY OF CLDYE HILL, a Washington municipal corporation (“City”) and TOWN OF YARROW POINT, a Washington municipal corporation (“Town”) is for the provision of police services.

**WHEREAS**, the Town’s geographical boundaries lie immediately abutting the City; and,

**WHEREAS**, the Town possesses the power, legal authority, and responsibility to provide law enforcement services to the citizens within its boundaries; and

**WHEREAS**, the City provides law enforcement services to the citizens of Clyde Hill; and

**WHEREAS**, the City has the power and legal authority to extend those law enforcement services into the geographical area of the Town of Yarrow Point by contract; and

**WHEREAS**, the Town desires that the City extend its law enforcement services into the geographical area of the Town of Yarrow Point; and

**WHEREAS**, the Town desires to enter into an agreement with the City whereby the City will extend its law enforcement services into the geographical boundaries of the Town, and the Town will compensate the City for the actual cost of such service; and

**WHEREAS**, the City agrees to extend such law enforcement services into the geographical boundaries of the Town of Yarrow Point; and

**WHEREAS**, Chapter 39.34 RCW and other statutes authorize two or more public entities to contract with each other to perform functions that each may individually perform; and

**WHEREAS**, the Town and the City now wish to enter into the ILA as provided herein;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Town and the City and Town hereto agree as follows:

- 1. Purpose.** The purpose of this ILA is to provide uniform and effective law enforcement within the jurisdictions of the City of Clyde Hill and the Town of Yarrow Point. Pursuant to this purpose, these municipal corporations shall jointly exercise police authority as set forth in this ILA.

2. **Definitions.** The following definitions shall apply throughout this ILA.
  - A. **Actual costs:** means a reasonable approximation of actual costs of service delivery with neither a profit nor a loss to the City. The use of actual cost will be central to the good faith negotiations of the parties.
  - B. **Contract Payment:** The annual amount that Town shall pay to City pursuant to the terms and conditions established in this ILA.
  - C. **Critical concurrent calls:** means those calls requiring a response by a Town assigned officer to a City incident.
  - D. **Material Breach:** means the Town's failure to timely pay the Contract Payment as described within this ILA, or Town's or City' failure to comply with other material terms of this ILA.
  - E. **Net sales proceeds:** means the sale price less all costs of sale, including, but not limited to, bidding, auction or advertising costs.
  - F. **Services:** means all the services listed in Section 3(A) below.
  
3. **Scope of Services.** The City shall provide the following services to the Town:
  - A. **Services Provided.** The City shall provide all the police services that it provides to its own citizens to a service area covering the corporate limits of Town (as well as Wetherill Nature Preserve), including but not limited to
    - i. Investigative Services as necessary.
    - ii. Administrative support services including, but not limited to, public information, records, fleet maintenance, property room, payroll and finances, human resources, and legal and risk management pertaining to the operations and delivery of the police services.
    - iii. Attendance, and security when requested, at the Town Council meetings.
    - iv. A monthly report of calls for service in the Town.
    - v. Attendance at Town Community Events.
  - B. **Training, Education, and Career Development.** The City shall provide training and education to all police personnel in accordance with State, County and local requirements.
  - C. **Police Chief.** The City's Police Chief shall serve as the Town's Police Chief in addition to supervising police officers through chain of command.
  - D. **Police Commander.** The City's Police Commander shall serve as the Town's Police Commander.
  - E. **Police Liaison.** The City shall provide a staff liaison to the Town. Either the Police Chief or Police Commander shall serve as the staff liaison for the Town.
  
4. **Operations.** The following standards will govern the provision of Services.
  - A. **Staffing.** The City will provide the Town with a minimum of two officers per shift for 24 hours/365 days, subject only to necessary priorities caused by critical concurrent calls for service.
  - B. **Patrol.** The City shall include the Town within its patrol district and shall patrol Town on the same basis and frequency as other parts of that patrol district. Patrol shifts will be scheduled so there is sufficient overlap for shift change in order to ensure that an officer coming on-shift has completed any administrative tasks and is actually on patrol prior to the completion of the shift by the officer going off-shift.
  - C. **Vehicles and equipment.** The City shall use its own vehicles and equipment to provide the Service.
  - D. **Call clearance protocols.** The City will use the same call clearance protocols within the Town as it uses within the City.

- E. *Criteria-Based 9-1-1 Dispatch*. The City will respond to dispatched 911 calls that are received by NORCOM pertaining to calls for service from within the Town. Nothing herein shall require the City to prioritize response within the Town higher or lower than response within the City. The Town and the City recognize that responses to emergencies are dispatched by NORCOM upon dispatch protocols, including call-type priority and the location of available units.
- F. *ALPR Program*. As a condition precedent to the execution of this ILA, the City shall execute all documents necessary to acquire the Town's automated license plate reader system (the "Flock Program") and assume ownership, operation, and maintenance thereof. Such documents include: (1) an Assignment and Assumption Agreement for the applicable operating agreement; (2) an Asset Purchase Agreement; (3) a Bill of Sale; (4) a Professional Services Agreement; and (5) an Encroachment Agreement.
  - i. Upon execution of the foregoing agreements and completion of the transfer of the Flock Program to the City, the City shall own, operate, and maintain the Flock Program on behalf of the Town in accordance with the terms of this ILA.
  - ii. For the avoidance of doubt, the City shall be solely responsible for compliance with all applicable requirements of SB 6002 and any related laws or regulations governing the Flock Program, including, without limitation, data retention requirements, reporting obligations, and responses to public records requests.

**5. Scope of Additional Services.**

- A. *Prosecution Services*. The City will provide all prosecution legal services for the Town. All actual costs incurred by the City for providing prosecution services for the Town will be invoiced directly to the Town and the Town shall provide prompt payment for all undisputed invoices.
- B. *Jail Expenses*. Each party shall bear its own costs of incarceration, including but not limited to booking fees, daily charges, prisoner medical costs, and extradition costs, based on where the crime occurred.
- C. *Shoreline Patrol*. The City does not provide maritime patrol services to the Town; however, City may assist Mercer Island Maritime Services as requested.

**6. Cost of Contract and Payments.**

- A. *Contract Payment*. The Town shall pay the City a Contract Payment of XX% of the Clyde Hill Police Department's actual cost of the items listed in Attachment A for the period beginning 1/1 and ending 12/31 of the preceding year.
- B. *Invoice and Payment*. The City shall calculate the Contract Payment annually using the prior year's actual costs ("Prior Year Actuals"). The City will invoice the Town quarterly for the Prior Year Actuals and the Town will remit any undisputed payments to the City within forty-five (45) days of receipt of the invoice.
  - i. By way of example only, if Year 1's actual costs were \$500,000, then the Contract Payment for Year 2 would be \$500,000, which the Town would pay in quarterly amounts in Year 2.
- C. *Reconciliation*. No later than March 31 of each year, the City shall reconcile the Prior Year Actuals with the actual expenditures for the year. If there is a shortage (i.e. the Prior Year Actuals were less than the actual expenditures), the City shall invoice the Town for the shortfall amount. If there is a surplus (i.e. the Prior Year Actuals were more than the actual expenditures), the City shall remit to the Town the surplus amount.
  - i. By way of example only, if the Contract Payment for Year 2 is \$500,000, then by March 31 of Year 3, the City would reconcile the actual expenditures of Year

2 against the \$500,000 and if there is a difference, the party in receipt of the surplus reimburses the surplus amount to the party with the shortfall.

- D. *Sale of Equipment or Goods.* Whenever the City sells equipment, tools, materials, or vehicles that were purchased, in part, with Town funds under this or a prior agreement between the City and Town, the Town will receive a credit under this ILA for XX% of the net sales proceeds from such vehicle sale. The credit hereunder shall be effective on the next billing cycle following the sale.
- E. *Criminal Justice Grant Funding.* Because the Town contracts with the City for police services pursuant to this ILA, any funds the Town receives from the State or King County for criminal justice purposes will be passed through to the City. Such funds will offset any Contract Payment paid in the applicable payment period.

7. **Administration of Personnel.** All personnel assigned to the Town shall be employed by the City of Clyde Hill and governed by the City and CHPD policies and rules. Recruitment, replacement, and performance of all personnel shall be in accordance with such rules and policies; provided, however, that the City shall inform the Town Mayor regarding hiring decisions and the Mayor may communicate performance issues regarding personnel assigned to the Town to the City's Police Chief or Commander (Town Staff liaison) or as appropriate to the City Mayor and/or City Administrator.

- A. Any change in the management or organizational structure of the City Police Department shall be fully disclosed to the Town in advance of its initiation and Town representatives shall be entitled to provide opinions and recommendations in the selection of the Chief or senior command personnel should these positions turn over during the Term or any Renewal Term; provided, that the City Mayor and City Council shall retain the right to make final appointment recommendations and confirmation of these positions.

8. **Term of Agreement.** The Effective Date of this ILA shall be \_\_\_\_\_, 202X. This ILA shall continue in effect until December 31, 203X, unless terminated earlier as provided in Sections 9 or 10. After December 31, 203X, this ILA shall automatically renew under the same terms and conditions for successive, rolling two (2) year periods unless terminated as provided in Section 10.

9. **Material Breach, Early Termination and Wind-Up Period.** In the event of a Material Breach of this ILA, the parties shall, unless they mutually agree otherwise, continue to perform their respective obligations under this ILA for a minimum of twelve (12) months after notice of the Material Breach (the "Wind-Up Period") provided, however, that the Wind-Up Period shall be ninety (90) days if the Material Breach involves the Town's failure to make the Contract Payment; provided further, that during the Wind-Up Period, the parties shall coordinate their efforts to prepare for the transition to other methods of providing police service to the Town. The Town shall be responsible for all Contract Payment installments required herein until the conclusion of the Wind-Up Period.

10. **Termination and Return of Assets.**

- A. *Termination – Notice.* In addition to terminating this ILA for a Material Breach, either party may terminate this ILA at any time after December 31, 203X by providing the other party with one (1) year written notice of its intent to terminate.

- B. *Termination Costs.* Any “eligible costs” associated with terminating this ILA shall be borne equally between the parties, or in the event of a Material Breach, by the breaching party. Each party shall be solely responsible for any costs they may incur by the termination of this ILA under the provisions herein.
- C. *Duty to Mitigate Costs.* Town and City have an affirmative duty to mitigate to the extent reasonably possible, the eligible costs of termination, irrespective of the party who elects to terminate this ILA and irrespective of the party who must bear the costs of termination.

**11. Indemnification.**

- A. *City Indemnification.* The City shall protect, save harmless, indemnify, and defend the Town, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City employees (while on-duty as City employees) against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City, its elected or appointed officials, officers, employees, or agents, in performance of this agreement, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the Town, its elected or appointed officials, officers, employees, or agents.
- B. *Town Indemnification.* The Town shall protect, save harmless, indemnify, and defend the City, its elected and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or Town employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the Town, its elected or appointed officials, officers, employees, or agents, in performance of this ILA except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City, its elected or appointed officials, officers, employees (when the negligence or willful misconduct arose while on-duty for City), or agents.
- C. *Town Responsible for its Ordinances.* In executing this ILA, the City does not assume liability nor responsibility for or in any way release the Town from any liability or responsibility that arises in whole or in part from the enforcement by the City under this ILA of Town ordinances, rules or regulations claimed or determined by a court of law to be unconstitutional or otherwise unlawful in its enactment or substantive provisions. In any cause, claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such Town ordinance, rule, or regulation is at issue, the Town shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the Town or the City, or both, on such basis, the Town shall hold the City, its officials and employees harmless, including all chargeable costs and reasonable attorney's fees. In any such cause, claim, suit, or action, each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials, officers, employees, and agents, as provided in paragraphs 11(A) and 11(B) to this ILA.
- D. *City Responsible for its Ordinances and applicable RCW.* The City shall be solely responsible for compliance with Ch. 4.12 RCW, Ch. 42.56 RCW, applicable City personnel policies, ordinances and resolutions in carrying out its obligations under this ILA and shall defend and hold harmless Town from any costs, expenses, or damages arising therefrom, including attorney's fees
- E. *Survival.* The provisions of this Section 11 shall survive the expiration or termination of this ILA.

**12. Insurance.**

- A. The term “insurance policy” as used in this ILA means either valid insurance offered and sold by a commercial insurance company or carrier approved to do business in the State of Washington by the Washington State Insurance Commissioner or valid self-insurance through a self-insurance pooling organization approved for operation in the State of Washington by the Washington State Risk Manager or any combination of valid commercial insurance and self-insurance pooling if both are approved for sale and/or operation in the State of Washington.
- B. For the duration of this ILA, each Party shall maintain insurance as follows: Each party shall maintain its own insurance policy insuring damage to its own real and personal property and equipment. Such insurance policy shall be in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than five-thousand dollars (\$5,000.00). Additionally, each party shall maintain an insurance policy insuring against liability arising out of work or operations performed by that party in an amount not less than one million dollars (\$1,000,000.00) per occurrence with a deductible of not more than five-thousand dollars (\$5,000.00).

**13. Records and Audits.** The City shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and Services performed under this ILA.

- A. Such records shall be maintained for a period of seven (7) years after termination or expiration of this ILA unless prior written permission to destroy such records is granted by Town and the Office of the Archivist in accordance with RCW Chapter 40.14, as now or hereafter amended.
- B. The City shall make its records described above available to Town for audit as the Town finds reasonably necessary, but not more than once per year. Any audit by the Town shall be completed within thirty (30) days and shall not unreasonably interfere with the City’s provision of Services
- C. This Section 13 shall survive expiration or termination of this Agreement for a period of seven (7) years after termination or expiration of this ILA.

**14. Dispute Resolution.**

- A. *General.* It is the intent of the parties to first attempt to resolve all disputes between before commencing any litigation. In the event that any dispute between the parties cannot be resolved by good faith negotiations between the Town and the City, then the mediation provision of this ILA shall apply before any litigation is commenced by either party. Nothing herein shall prevent either party from providing notice of termination of the ILA pursuant to Section 10(A) prior to completion of the dispute resolution processes described below; however, such notice shall not affect any obligations to proceed with the Dispute Resolution provisions.
- B. *Mediation.* Upon a request by either party to mediate a dispute that is subject to the Dispute Resolution provisions, the parties shall mutually agree upon a mediator. If the parties cannot agree upon a mediator within ten (10) business days after such request, the parties shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this ILA. Except for unusual reasons beyond the reasonable control of either party, mediation shall be completed within ninety (90) days after the mediator is selected. Any expenses incidental to mediation, including the mediator’s fee, shall be

borne equally by Town and City.

- C. *Litigation*. If mediation fails to resolve the dispute, either party may file an action in Superior Court. Jurisdiction and venue for such actions shall lie exclusively in Superior Court for King County, Washington. The party substantially prevailing in any such action or proceeding shall be awarded its reasonable costs and attorneys' fees.

15. **Notice**. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by electronic mail (provided a read receipt is obtained by the sender), sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested and postage prepaid to:

City of Clyde Hill  
City Administrator  
9605 N.E. 24th St.  
Clyde Hill, WA 98004

Town of Yarrow Point  
Mayor  
4030 95th Ave. N.E.  
Yarrow Point, WA 98004

Any notices may be either delivered personally to the address of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

16. **General Provisions.**

- A. The City Administrator of the City and the Mayor of the Town shall be responsible for the administration of this ILA. No joint acquisition of real or personal property is contemplated hereunder.
- B. No separate legal entity will be created for the provisions of the Services.
- C. This ILA shall be filed for recording with the King County Department of Records upon full execution or posted on the parties' respective website listed by subject matter.
- D. This ILA constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements oral or otherwise that have not been fully set forth in the text of this ILA.
- E. The parties hereby further agree that this ILA cannot be amended or modified without the written concurrence of both parties.
- F. This ILA shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this ILA shall not create or be construed as creating an exception to the Public Duty Doctrine.
- G. The parties shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this ILA.
- H. Except as expressly set forth herein or as required by law, neither party shall be liable for any debts or obligations of the other.
- I. If any provision or a portion of this ILA is held to be unconstitutional, invalid or unenforceable, the parties shall have the right to declare the ILA void and enter into negotiations for execution of a new ILA.
- J. The rights, duties, and obligations of either party shall not be assignable.
- K. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default.

- L. The parties shall comply with all applicable federal, state, and local laws and regulations in performing their respective obligations under this ILA.
- M. In any action arising out of or relating to this ILA, the substantially prevailing party shall be awarded its reasonable costs, including attorney fees.
- N. By their signatures below, each Party represents that they are fully authorized to sign for and on behalf of the named Party above and have had the opportunity to consult with legal counsel of their choice.
- O. This ILA 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 ILA may be executed and delivered by email, facsimile or other electronic means by one Party to the other Party, and each Party may rely on the receipt of such document so executed and delivered as if the original had been received.
- P. This ILA is effective upon the latest date is fully executed by all the parties.

**\*\*\*\*\*NO TERMS BEYOND THIS POINT\*\*\*\*\***

*[signatures on following page]*

DRAFT

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

TOWN OF YARROW POINT

CITY OF CLYDE HILL

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

\_\_\_\_\_  
Dean Hachamovitch, Mayor

ATTEST/AUTHENTICATED:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Elizabeth Adkisson, Town Clerk-Treasurer

\_\_\_\_\_  
Courtney Benjamin, Deputy City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
OGDEN MURPHY WALLACE, PLLC

\_\_\_\_\_  
LIGHTHOUSE LAW GROUP, PLLC

DRAFT

## ATTACHMENT A

Following is a list of City Costs that parties have agreed the Town will pay X% of the actual cost of the item.

Salaries of Officer(s) assigned to Town
Personnel Benefits of Officer(s) assigned to Town
Uniforms of Officer(s) assigned to Town
Office and Operating Supplies
Fuel Consumption for Vehicles assigned to Town
Communications
Dispatch (NORCOM)
Repairs and Maintenance for Vehicles assigned to Town
Insurance for Vehicles assigned to the Town
Insurance for the Department
Civil Service Commission
Lexipol Dues
Police Equipment
Police Radios - PSERN (formerly EPSCA)
Officer Training and Travel for the officers assigned to the Town
MDC Operations/Services
Information Technology
Police Vehicle Replacements

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

10.4  
 July 14, 2026

<b>Ordinance: Forged Fiber 37, LLC, Wireline Telecommunications Franchise; First Reading</b>	<b>Proposed Council Action:</b> Review & First Reading of Ordinance
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<b>Presented by:</b>	Emily F. Romanenko, Town Attorney
<b>Attachments:</b>	1. Proposed Ordinance Exhibit A: Wireline Telecommunications Franchise Agreement

**Recommended Action:**

Review and discuss the first reading of the Forged Fiber 37, LLC Wireline Franchise agreement with an initial term of five years and an option to renew for another five years. A second reading of this agreement is required by State law and is currently scheduled for September 8, 2026. Adoption of the agreement is anticipated at the time of second reading.

**Background:**

In 2025, AT&T signed a purchase agreement to acquire substantially all the fiber business of Lumen Technologies, Inc. and its affiliates (“Lumen”), which provided fiber optic internet service to residential and small business customers. This purchase included facilities that are currently located within the City’s rights-of-way, which is why AT&T applied for a franchise agreement. The proposed transaction was announced on May 21, 2025, and closed earlier this year. AT&T’s subsidiary, Forged Fiber 37, LLC, will take possession of the fiber assets which is why the franchise agreement references the franchisee as “Forged Fiber 37, LLC.”

AT&T intends to expand its fiber service, which will offer higher speeds and is less susceptible to interference. As a high-speed fiber network, AT&T would compete with Ezee Fiber, Comcast, Astound, and Zayo.

***Applicable Law:***

Yarrow Point is authorized through state and federal statutes to grant and renew telecommunications franchises for the installation, operation, and maintenance of telecommunication systems. The Town’s authority to grant franchises for the use of its streets and other public properties is contained within RCW 35.23.251. The franchise agreement enables the Town to govern and regulate the usage of the Town’s rights-of-way.

AT&T has requested that the Town Council grant it a nonexclusive telecommunications franchise for wireline facilities. Some of these wireline facilities were already installed in the Town under Lumen’s ownership, and now AT&T is taking over those same facilities. However, this franchise would also allow AT&T to construct, operate and maintain new wireline facilities within the Town if they wanted to further buildout their network.

Along with granting authority to use the rights-of-way, the franchise agreement includes right-of-way use provisions, bonding, indemnification and insurance requirements, among other

provisions consistent with general franchises. Additionally, prior to performing any construction in the rights-of-way, AT&T must also apply for and receive permits from the Town for specific installations.

This franchise does not permit AT&T to operate a broadcast cable system, wireless telecommunications system, or install macro wireless facilities within the rights-of-way of the Town. Further, this franchise does not allow AT&T to install small wireless facilities on any utility poles or use the Town's infrastructure without a separate lease or license agreement with the Town.

Each similarly situated telecommunications company operating within the Town's rights-of-way are entitled to competitive equity. As a result, the telecommunications companies are entitled to substantially the same terms. The Town has standardized its wireline telecommunication franchise agreement in conformance with its municipal code and federal law, and this agreement conforms to those requirements.

Because AT&T is a telecommunications service provider, the Town is precluded from collecting any ongoing franchise fees under state and federal law. See e.g., RCW 35.21.860. However, AT&T will reimburse the Town for all administrative costs (including legal fees) associated with the negotiation of this franchise, as well as for any permits applied for.

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

AN ORDINANCE OF THE TOWN OF YARROW POINT, WASHINGTON, GRANTING TO FORGED FIBER 37, LLC, AND ITS AFFILIATES, SUCCESSORS, AND ASSIGNS THE RIGHT, PRIVILEGE, AUTHORITY FOR A NONEXCLUSIVE FRANCHISE FOR 5 YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A TELECOMMUNICATIONS NETWORK, IN, ACROSS, OVER, ALONG, UNDER, THROUGH AND BELOW THE PUBLIC RIGHTS-OF-WAY OF THE TOWN OF YARROW POINT, WASHINGTON

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WHEREAS, Forged Fiber 37, LLC, a Delaware limited liability company (the “Franchisee”) has requested that the Yarrow Point Town Council (the “Town Council”) grant a nonexclusive franchise (this “Franchise”) for purposes of operating and maintaining a telecommunications network; and

WHEREAS, the Town Council has the authority to grant franchises for the use of its streets and other public properties pursuant to RCW 35A.47.040 and YPMC chapter 13.04; and

WHEREAS, the Town is willing to grant the rights requested by Franchisee subject to certain terms and conditions, which are acceptable to both parties.

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

Section 1. Franchise Granted. Forged Fiber 37, LLC, a Delaware limited liability company, is granted a non-exclusive franchise to provide telecommunication services in, through, over, and under the rights-of-way of the Town of Yarrow Point, in accordance with the terms and conditions of the franchise agreement established in Exhibit A of this Ordinance.

Section 2. Deadline for Acceptance. The rights and privileges granted pursuant to this Ordinance shall not become effective until its terms and conditions are accepted by Forged Fiber 37, LLC. Such acceptance shall contain any required letter of credit, evidence of insurance, and any applicable fees pursuant to RCW 35.21.860 and shall be filed with the Town Clerk within thirty (30) days after the effective date of this Ordinance. Such instrument shall evidence the unconditional acceptance of the terms hereof and a promise to comply with and abide by the provisions, terms and conditions hereof.

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

Section 4. Effective Date. This Ordinance, being an exercise of a power specifically delegated to the Town legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title, all as required by law (“Effective Date”).

PASSED by the Town Council and APPROVED by the Mayor of the Town of Yarrow Point, at a regular meeting held this \_\_\_\_ day of \_\_\_\_\_, 2026.

First Reading: July 11, 2026  
Adoption:  
Published: \_\_\_\_\_  
Effective: \_\_\_\_\_

TOWN OF YARROW POINT, WASHINGTON:

-  
-

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

ATTEST:

-  
APPROVED AS TO FORM:

\_\_\_\_\_  
Elizabeth M. Adkisson, Clerk-Treasurer

\_\_\_\_\_  
Emily Romanko, Town Attorney

**EXHIBIT A**

**TELECOMMUNICATIONS FRANCHISE**  
**between**  
**TOWN OF YARROW POINT, WASHINGTON**  
**and**  
**FORGED FIBER 37, LLC**

This Telecommunications Franchise is entered into by and between the Town of Yarrow Point, Washington a municipal corporation, (hereinafter, “the Town”) and Forged Fiber 37, LLC, a Delaware limited liability company, (hereinafter known as the “Franchisee”). The Town and Franchisee are sometimes referred to hereinafter collectively as the “parties.”

**Section 1. Franchise Granted.**

Section 1.1 Pursuant to RCW 35A.47.040, the Town hereby grants to the Franchisee, its affiliates, heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of five (5) years, beginning on the Effective Date of this ordinance and continuing until the date that is one day prior to the fifth anniversary of the Effective Date (the “Initial Term Expiration Date”), unless earlier terminated, revoked or modified pursuant to the provisions of this Franchise. Pursuant to YPMC 13.04.240 if the Franchisee desires to renew its Franchise hereunder, Franchisee shall, not less than 180 days before expiration of the current franchise, file an application with the Town for renewal of its franchise which shall include (a) the applicable information required pursuant to the franchise, and (b) any other information required by the Town.

Section 1.2 This Franchise grants Franchisee the right, privilege, and authority to construct, operate, maintain, replace, acquire, sell, lease and use all necessary Facilities for a telecommunications network, in, under, on, across, over, through, along or below the public Rights-of-Ways located in the Town of Yarrow Point, as approved pursuant to Town permits issued pursuant to this Franchise and in accordance with all applicable federal, state, and local codes, including the Yarrow Point Municipal Code (“YPMC”).

Section 1.3 As used herein, “Rights-of-Way” means land acquired or dedicated by the Town of Yarrow Point for public roads, streets, alleys, courts, boulevards, sidewalks, lanes, public ways, circles, utility easements that contain utility poles and only to the extent such Rights-of-Way are opened, but does not include: WSDOT-managed state highways; land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; federally-granted trust lands or forest board trust lands; lands owned or managed by the state parks and

recreation commission; or federally-granted railroad rights-of-way acquired under 43 U.S.C. § 912 and related provisions of federal law that are not open for motor vehicle use. Rights-of-Way for the purpose of this Franchise do not include: buildings, other Town-owned physical facilities, parks, poles, conduits, fixtures, real property or property rights owned by the Town, or similar facilities or property owned by or leased to the Town. Franchisee is required to obtain a lease or similar agreement for the usage of any Town- or third party-owned poles, conduit, fixtures, property, or structures.

## **Section 2. Authority Limited to Occupation of Public Rights-of-Way for Services.**

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the Town (the “Franchise Area”). The Franchisee is authorized to place its Facilities in the Rights-of-Way only consistent with this Franchise, the Comprehensive Plan, the current Road Design and Construction standards and the YPMC and any other applicable law, order or rule. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the Town to the Franchisee other than for the purpose of providing telecommunications services. The following “Services” are permitted under this Franchise: high speed data and fiber optic services, internet protocol based services, internet access services, conduit and dark fiber leasing, wholesale fiber transport services, telephone, and data transport services conveyed using wireline services.

Section 2.2 As used herein, “Facilities” as used in this Franchise means one or more elements of Franchisee’s telecommunications network, with all necessary cables, wires, conduits, ducts, pedestals, antennas, electronics, and other necessary appurtenances; provided that placement by Franchisee of new utility poles is specifically excluded unless otherwise specifically approved by the Town. Equipment enclosures with air conditioning or other noise generating equipment are also excluded from “Facilities,” to the extent such equipment is located in zoned residential areas of the Town. For the purposes of this Franchise the term Facilities excludes “microcell” facilities, “minor facilities,” “small cell facilities,” all as defined by RCW 80.36.375, and “macrocell” facilities, including towers and new base stations and other similar facilities (except for fiber optic cables) used for the provision of “personal wireless services” as defined by RCW 80.36.375.

Section 2.3 This Franchise does not grant Franchisee the right to offer cable internet services or Cable Services as those terms are defined in 47 U.S.C. § 522(6) by wireline transmission.

Section 2.4 Franchisee may not install any facility, infrastructure, wires, lines, cables, or other equipment, on any Town property other than a Right-of-Way, or upon private property without the owner's prior written consent, or upon any Town, public or privately-owned poles or conduits without the Town's prior written consent. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the Town to Franchisee other than permitting the Franchisee to provide the Services, and such permitted use shall be subordinate to the primary use of the Right-of-Way as a public thoroughfare. If Franchisee desires to expand the Services provided within the Town, it shall request a written amendment to this Franchise. If Franchisee desires to use Town-owned property, or to site new structures within the Rights-of-Way, it shall enter into a separate lease, site specific agreement, or license agreement with the Town.

Section 2.5 Franchisee shall have the right, without the Town's prior written approval to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Franchisee at all times retains exclusive control over and responsibility for its telecommunications system, Facilities and Services, and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Franchisee may not grant rights to any customer or lessee that are greater than any permitted use that Franchisee has pursuant to this Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Services for any purpose not authorized by this Franchise, nor to sell or offer for sale any service to the Town of Yarrow Point citizens without all required business licenses, permits, franchise or other form of state-wide approval.

### **Section 3. Non-Exclusive Franchise Grant.**

This Franchise is a non-exclusive franchise and is granted upon the express condition that it shall not in any manner prevent the Town from granting other or further franchises in, along, over, through, under, below, or across any said Rights-of-Way. This Franchise shall in no way prevent or prohibit the Town from using any of said roads, streets, or other public properties or affect its jurisdiction over them or any part of them, and the Town shall retain power to make all necessary changes, dedication, establishment, improvement, relocations, repairs, and maintenance of same as the Town may deem fit, including the dedication, establishment, improvement, and

maintenance of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

**Section 4. Location of Telecommunications Network Facilities.**

Section 4.1 Franchisee may locate its Facilities anywhere within the Franchise Area consistent with and subject to the Town’s standard plans and subject to the Town’s applicable municipal code requirements in effect at the time of the application, including Facilities acquired from Lumen Technologies, Inc. and its affiliates, which acquired Facilities shall be deemed to be located within the Franchise Area; provided that installation of any new Facilities shall be located underground pursuant to YPMC 12.12.020.

Section 4.2 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system (“State Highways”) and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Franchisee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Franchisee specifically agrees that:

- (a) any pavement trenching and restoration performed by Franchisee within State Highways shall meet or exceed applicable WSDOT requirements;
- (b) any portion of a State Highway damaged or injured by Franchisee shall be restored, repaired and/or replaced by Franchisee to a condition that meets or exceeds applicable WSDOT requirements; and
- (c) without prejudice to any right or privilege of the Town, WSDOT is authorized to enforce an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

**Section 5. Relocation of Telecommunications Network Facilities.**

Section 5.1 Relocation Requirement. The Town may require Franchisee, and Franchisee covenants and agrees, to protect, support, relocate, remove, and/or temporarily disconnect or relocate its Facilities within the Rights-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Rights-of-Way for purposes of and for public welfare, health, or safety or traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations of the Town or other

governmental entity; provided that Franchisee may temporarily bypass in the authorized portion of the same Rights-of-Way upon the Town's prior written approval, which approval shall not unreasonably be withheld, conditioned, or delayed, any Facilities required to be temporarily disconnected or removed. For the avoidance of doubt, such projects shall include any Right-of-Way improvement project, even if the project entails, in part, related work funded and/or performed by or for a third party, provided that such work is performed for the public benefit, but shall not include, without limitation, any other improvements or repairs undertaken by or for the primary benefit of third-party private entities. Collectively all such projects described in this Section 5.1 shall be considered a "Public Improvement Project." Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to this Section 5.1 shall be borne by Franchisee, and not by the Town. Franchisee shall complete the relocation of its Facilities at no charge or expense to the Town.

Section 5.2 Relocation - Third Party Structures. If the request for relocation from the Town originates due to a Public Improvement Project, in which structures or poles are either replaced or removed, then Franchisee shall relocate or remove its Facilities as required by the Town, and at no cost to the Town stipulated in an agreement binding upon the Town or subject to the procedure in Section 5.5.

Section 5.3 Relocation - Franchisee Owned Structures. The cost of relocation of any Franchisee owned poles or structures shall be determined in accordance with the requirements of RCW 35.99.060. For this Section 5.3, designation of the Right-of-Way for a Public Improvement Project shall be undertaken in the Town's Comprehensive Plan in accordance with the requirements of Chapter 36.70A RCW. The Comprehensive Plan includes, but is not limited to the Transportation element or Transportation Improvement Plan ("TIP"), Capital Facilities element or Capital Improvement Plan ("CIP"), utilities element and any other element authorized by RCW 36.70A.070 and RCW 36.70A.080.

Section 5.4 Locate. Upon the request of the Town or request of a third-party performing work in the Right-of-Way, and in order to facilitate the design of street and Rights-of-Way improvements, Franchisee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the Town, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the Town's Public Improvement Projects shall be made by the Town upon review of the location and construction of Franchisee's Facilities. The Town shall provide Franchisee at least thirty (30) calendar days' written notice prior to any excavation or exposure of Facilities.

Section 5.5 Notice and Relocation Process. If the Town determines that the Public Improvement Project necessitates the relocation of Franchisee's existing Facilities, the Town shall provide Franchisee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). In calculating the Relocation Date, the Town shall consult with Franchisee and consider the extent of facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the Town's overall project construction sequence and constraints, to safely complete the relocation. Franchisee shall complete the relocation by the Relocation Date, unless the Town or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the Town will make reasonable efforts to engage in the following recommended process, absent an emergency posing a threat to public safety or welfare or an emergency beyond the control of the Town that will result in severe consequences to the Town or the public:

(a) The Town will consult with the Franchisee in the predesign phase of any Public Improvement Project in order to coordinate the project's design with Franchisee's Facilities within such project's area.

(b) 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) until the Town provides Franchisee with written notice regarding the relocation as provided in subsection (d) below.

(c) Franchisee shall, during the predesign phase, evaluate and provide comments to the Town related to any alternatives to possible relocations. The Town agrees to consider any alternatives proposed by the Franchisee, but the final decision to accept or reject any specific alternative shall be within the Town's sole discretion.

(d) The Town will provide Franchisee with its decision regarding the relocation of Franchisee's Facilities as soon as reasonably possible prior to the commencement of the construction of such Public Improvement Project; provided, however that in the event that the provisions of a state or federal grant require a different notification period or process than that outlined in Section 5.5, the Town shall notify the Franchisee during the predesign meetings and the process mandated by the grant funding shall control.

(e) After receipt of such notice, Franchisee shall complete the relocation of its Facilities so as to accommodate such Public Improvement Project consistent with the timeline provided by the Town, or as otherwise modified by the Town, and at no charge or expense to the Town. Such timeline may be extended by a mutual agreement.

(f) The Town may require the relocation of the Facilities at Franchisee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health, or welfare. Franchisee shall relocate its Facilities within the reasonable time period specified by the Town.

Section 5.6 Alternative Arrangements. The provisions of this Section 5 shall in no manner preclude or restrict 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 Public Improvement Project.

Section 5.7 Contractor Delay Claims. Franchisee shall be solely responsible for the actual costs incurred by the Town from delays in a Public Improvement Project to the extent the delay is caused by or arises out of Franchisee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the Town or any third party unrelated to Franchisee. Franchisee vendors and contractors shall not be considered unrelated third parties). Such costs may include, but are not limited to, payment to the Town's contractors and/or consultants for increased costs and associated court costs, interest, and attorney fees incurred by the Town to the extent directly attributable to such Franchisee's caused delay in the Public Improvement Project.

Section 5.8 Indemnification. Franchisee will indemnify, hold harmless, and pay the costs of defending the Town, in accordance with the provisions of Section 15, against any and all claims, suits, actions, damages, or liabilities for delays on the Town's construction projects caused by or arising out of the failure of Franchisee to remove or relocate its Facilities as provided herein; provided, that Franchisee shall not be responsible for damages due to delays caused by circumstances beyond the control of Franchisee or the sole negligence, willful misconduct, or unreasonable delay of the Town or any unrelated third party.

Section 5.9 Building Moving. Whenever any person shall have obtained permission from the Town to use any Right-of-Way for the purpose of moving any building, Franchisee, upon fifteen (15) days' written notice from the Town, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Franchisee's Facilities that may obstruct the removal of such building.

Section 5.10 Town's Costs. If Franchisee fails, neglects, or refuses to remove or relocate its Facilities as directed by the Town for the benefit of a Public Improvement Project following the procedures outlined in Section 5.1 through Section 5.5, then upon at least fifteen

(15) calendar days written notice to Franchisee, the Town may perform such work (including removal) or cause it to be done, and the Town's costs shall be paid by Franchisee pursuant to Section 14.3 and Section 14.4, and the Town shall not be responsible for any damage to the Facilities.

Section 5.11 Survival. The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Franchisee continues to have Facilities in the Rights-of-Way.

## **Section 6. Undergrounding of Facilities.**

### Section 6.1 Wireline Facilities.

(a) As it pertains to Franchisee's wireline Facilities, Franchisee shall not be permitted to erect poles or to run or suspend wires, cables or other facilities thereon, but shall lay such wires, cables or other facilities underground in the manner required by the Town, unless otherwise specifically allowed pursuant to a permit. Franchisee acknowledges and agrees that if the Town does not require the undergrounding of its wireline Facilities at the time of permit application, the Town may, at any time in the future, require the conversion of Franchisee's aerial wireline Facilities to underground installation at Franchisee's expense, except as otherwise provided in RCW 35.99.060(4), and provided that the Town requires such conversions in a nondiscriminatory and competitively neutral manner. Unless otherwise permitted by the Town, Franchisee shall underground its wireline Facilities in all new developments and subdivisions, and any development or subdivision where utilities, other than electrical utilities, are currently underground.

(b) Whenever the Town may require the undergrounding of the aerial utilities in any area of the Town, Franchisee shall underground its wireline Facilities in the manner specified by the Town, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the Town. Where other utilities are present and involved in the undergrounding project, Franchisee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Franchisee's own wireline Facilities. "Common costs" shall include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" shall be determined for a project on the basis of the number and size of Franchisee's wireline Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6.2 Limited Removal of Existing underground Facilities. Franchisee shall not remove any underground Facilities that require trenching or other opening of the Rights-of-Way, except as provided in this Section 6.1. Franchisee may remove any underground Facilities from the Right-of-Way that have been installed in such a manner that it can be removed without trenching or other opening of the Right-of-Way, or if otherwise permitted by the Town. When the Town determines, in the Town's reasonable discretion, that Franchisee's underground Facilities must be removed in order to eliminate or prevent a hazardous condition, Franchisee shall remove such Facilities at Franchisee's sole cost and expense. Franchisee must apply and receive a permit, pursuant to Section 8.1, prior to any such removal of underground Facilities from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.1.

Section 6.3 Survival. The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the Town to pay any costs of undergrounding any of the Franchisee's Facilities.

## **Section 7. Maps and Records.**

Section 7.1 Following any substantial completion of any construction, Franchisee shall provide the Town with accurate copies of as-built plans and maps prepared by Franchisee's design and installation contractors. These plans and maps shall be provided at no cost to the Town, and shall include full-sized hard copies and portable document formats (PDFs), digital files in AutoCAD, and any other industry standard readable formats that are acceptable to the Town and delivered electronically. Further, Franchisee shall provide such maps within thirty (30) calendar days following a request from the Town. Franchisee shall warrant the accuracy of all plans, maps and as-builts provided to the Town.

Section 7.2 Within thirty (30) calendar days of a written request from the Town Engineer, Franchisee shall furnish the Town with information sufficient to reasonably demonstrate that the Franchisee has complied with all applicable requirements of this Franchise.

Section 7.3 All books, records, maps, and other documents maintained by Franchisee with respect to its Facilities within the Rights-of-Way shall be made available for inspection by the Town at reasonable times and intervals; provided, however, that nothing in this Section 7.3 shall be construed to require Franchisee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 be construed to require Franchisee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.3 shall be construed as permission to withhold relevant customer data from the Town that the Town requests

in conjunction with a tax audit or review; provided, however, Franchisee may redact identifying information such as names, street addresses (excluding Town and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Franchisee has with third parties.

Section 7.4 Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Franchisee shall disclose such information to comply with a utility tax audit. 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 Franchisee has designated as confidential, trade secret, or proprietary, the Town shall promptly provide written notice of such disclosure so that Franchisee can take appropriate steps to protect its interests.

Section 7.5 Nothing in Section 7.3 or Section 7.4 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 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 Franchisee that 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, Franchisee shall reimburse the Town for any fines or penalties imposed for failure to disclose such records, due to Franchisee's judicial intervention, as required hereunder within sixty (60) calendar days of a request from the Town.

Section 7.6 On an annual basis, upon thirty (30) calendar days prior written notice, the Town shall have the right to conduct an independent audit of Franchisee's records reasonably related to the administration or enforcement of this Franchise in accordance with generally accepted accounting principles (GAAP). If the audit shows that tax or fee payments have been underpaid by three percent (3%) or more, Franchisee shall pay the total cost of the audit.

## **Section 8. Work in the Rights-of-Way.**

Section 8.1 Whenever Franchisee shall commence work in any Rights-of-Way for the purpose of excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the Town, consistent with the YPMC Chapter 12.04. During the progress of the work, the Franchisee shall not unnecessarily obstruct the passage or proper use of the Rights-of-Way, and all work by the Franchisee in the area shall be performed in accordance with applicable

Town standards and specifications and warranted for a period of two (2) years. In no case shall any work commence within any Rights-of-Way without a permit, except as otherwise provided in this Franchise.

Section 8.2 During any period of relocation, construction or maintenance, all work performed by Franchisee, or its contractors, shall be accomplished in a safe and workmanlike manner, so to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Franchisee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares and other measures as required for the safety of all members of the general public and comply with all applicable safety regulations during such period of construction as required by the ordinances of the Town, or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems.

Section 8.3 New wireline Facilities shall not be installed on existing metal street light standards or traffic signal standards.

Section 8.4 The Town reserves the right to limit or exclude Franchisee's access to a specific route, public Right-of-Way or other location when, in the judgment of the Town Engineer there is inadequate space (including but not limited to compliance with Americans with Disabilities Act (ADA) clearance requirements and maintaining a clear and safe passage through the Rights-of-Way), a pavement cutting moratorium, unnecessary damage to public property, public expense, inconvenience, interference with municipal utilities, or for any other reason determined by the Town Engineer.

Section 8.5 If the Franchisee shall at any time plan to make excavations in any area covered by this Franchise, the Franchisee shall afford the Town, upon receipt of a written request to do so, an opportunity to share such excavation, PROVIDED THAT:

- (a) Such joint use shall not unreasonably delay the work of the Franchisee causing the excavation to be made;
- (b) Such joint use shall be arranged and accomplished on terms and conditions satisfactory to both parties;
- (c) To the extent reasonably possible, Franchisee, at the direction of the Town, shall cooperate with the Town and provide other private utility companies with the opportunity to utilize joint or shared excavations in order to minimize disruption and damage to the Right-of-Way, as well as to minimize traffic-related impacts; and
- (d) Franchisee may only charge the incremental costs to the Town of installing facilities supplied by the Town in such joint or shared excavations.

Section 8.6 At the discretion of the Town Engineer and depending on the impact to the usage of the Rights-of-Way, Franchisee shall give not less than ten (10) days' advance written notice of intended construction to entities or persons adjacent to the affected area. Such notice shall contain the dates, contact number, nature and location of the work to be performed. Following performance of the work, Franchisee shall restore the Right-of-Way to the Town standards in effect at the time of construction except for any change in condition not caused by Franchisee. Any disturbance of landscaping, fencing, or other improvements on private property caused by Franchisee's work shall, at the sole expense of Franchisee, be promptly repaired and restored to original condition or better. Notwithstanding the above, nothing herein shall give Franchisee the right to enter onto private property without the permission of such private property owner, or as otherwise authorized by applicable law.

Section 8.7 Franchisee may trim trees upon and overhanging on public ways, streets, alleys, sidewalks, and other public places of the Town so as to prevent the branches of such trees from coming in contact with Franchisee's Facilities. The right to trim trees in this Section 8.7 shall only apply to the extent necessary to protect above ground Facilities. Franchisee shall ensure that its tree trimming activities protect the appearance, integrity, and health of the trees to the extent reasonably possible. Franchisee shall be responsible for all debris removal from such activities. All trimming, pruning, and removal, except in emergency situations, is to be done at the expense of Franchisee and shall comply with YPMC Chapter 12.26. Franchisee may contract for such services, however, any firm or individual so retained must first receive Town approval prior to commencing such trimming. Nothing herein grants Franchisee any authority to act on behalf of the Town, to enter upon any private property, or to trim any tree or natural growth not owned by the Town. Franchisee shall be solely responsible and liable for any damage to any third parties' trees or natural growth caused by Franchisee's actions. Franchisee shall indemnify, defend and hold harmless the Town from third-party claims of any nature arising out of any act or negligence of Franchisee with regard to tree and/or natural growth trimming, damage, and/or removal. Franchisee shall reasonably compensate the Town or the property owner for any damage caused by trimming, damage, or removal by Franchisee. Except in an emergency situation, all tree trimming must be performed under the direction of an arborist certified by the International Society of Arboriculture, and in a manner consistent with the most recent issue of "Standards of Pruning for Certified Arborists" as developed by the International Society of Arboriculture or its industry accepted equivalent (ANSI A300), unless otherwise approved by the Town Arborist or his/her designee.

Section 8.8 Franchisee shall meet with the Town and other franchise holders and users of the Rights-of-Way upon written notice as determined by the Town, to schedule and coordinate construction in the Rights-of-Way. All construction locations, activities, and schedules shall be coordinated, as ordered by the Town to minimize public inconvenience, disruption, or damages.

Section 8.9 Franchisee shall inform the Town with at least thirty (30) calendar days' advance written notice that it is constructing, relocating, or placing ducts or conduits in the Rights-of-Way and provide the Town with an opportunity to request that Franchisee provide the Town with additional duct or conduit and related structures necessary to access the conduit pursuant to RCW 35.99.070.

Section 8.10 Franchisee shall maintain all above ground improvements that it places on Town Rights-of-Way pursuant to this Franchise. In order to avoid interference with the Town's ability to maintain the Right-of-Way, Franchisee shall provide a clear zone consistent with the Town's Public Works Standards. If Franchisee fails to comply with this provision, and by its failure, property is damaged, then Franchisee shall be responsible for all damages caused thereby, including restoration.

Section 8.11 The provisions of this Section 8 shall survive the expiration, revocation, or termination of this Franchise and during such time as Franchisee continues to have Facilities in the Rights of Way.

### **Section 9. One Call Locator Service.**

Prior to doing any work in the Rights-of-Way, the Franchisee shall follow established procedures, including contacting the Utility Notification Center in Washington, and comply with all applicable State statutes regarding the One Call Locator Service pursuant to Chapter 19.122 RCW. Further, upon request, by the Town or a third party, Franchisee shall locate its Facilities within fifteen (15) calendar days of notification, and consistent with the requirements of Chapter 19.122 RCW. The Town shall not be liable for any damages to Franchisee's Facilities or for interruptions in service to Franchisee's customers that are a direct result of Franchisee's failure to locate its Facilities within the prescribed time limits and guidelines established by the One Call Locator Service regardless of whether the Town issued a permit.

### **Section 10. Safety Requirements.**

Section 10.1 Requirements. 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 lines,

equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Franchisee shall comply with all federal, state, and municipal 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. Additionally, Franchisee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with municipal services. By way of illustration and not limitation, Franchisee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards. Upon reasonable notice to Franchisee, the Town reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 Violation and Opportunity to Cure. If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the Town, the Town agrees to give Franchisee written notice of such condition and afford Franchisee a reasonable opportunity to repair the same. If Franchisee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue the cure to completion), then the Town may make such repairs or contract for them to be made by the Town. All costs, including administrative costs, incurred by the Town in repairing any unsafe conditions shall be borne by Franchisee and reimbursed to the Town pursuant to Section 14.3 and Section 14.4.

Section 10.3 Additional standards include:

(a) Franchisee shall endeavor to maintain all equipment lines and facilities in an orderly manner, including, but not limited to, the removal of all bundles of unused cable on any aerial facilities and the placement of any cables connecting equipment in an orderly manner.

(b) All installations of equipment, lines, and ancillary facilities shall be installed in accordance with industry-standard engineering practices and shall comply with all federal, state, and local regulations, ordinances, and laws.

(c) Any opening or obstruction in the Rights-of-Way or other public places made by Franchisee in the course of its operations shall be protected by 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.

Section 10.4 Stop Work Order. 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:

- (a) Be in writing;
- (b) Be given to the person doing the work or posted on the work site;
- (c) Be sent to Franchisee by overnight delivery;
- (d) Indicate the nature of the alleged violation or unsafe condition; and
- (e) Establish conditions under which work may be resumed.

### **Section 11. Work of Contractors and Subcontractors.**

Franchisee's contractors and subcontractors shall be licensed and bonded in accordance with state law and the Town's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Franchisee. 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 Franchisee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

### **Section 12. Restoration after Construction.**

Section 12.1 Franchisee shall, promptly after installation, construction, relocation, maintenance, or repair of its Facilities, or within sixty (60) days after abandonment approved pursuant to Section 17, remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or anyone doing work for Franchisee nor for reasonable wear and tear. The Town Engineer or designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (such as Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 Franchisee agrees to promptly complete all restoration work and to promptly repair any damage caused by work to the Franchise Area or other affected area at its sole cost and expense and according to the time and terms specified in the construction permit issued by the Town. All work by Franchisee pursuant to this Franchise shall be performed in accordance with applicable Town standards and warranted for a period of two (2) years and for undiscovered defects as is standard and customary for this type of work.

Section 12.3 If conditions (e.g., weather) make the complete restoration required under this Section 12 impracticable, Franchisee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Franchisee's sole cost and expense. Franchisee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.4 In the event Franchisee does not repair or restore a Right-of-Way or an improvement in or to a Right-of-Way within the reasonable time agreed to by the Town Engineer, or designee, upon fifteen (15) calendar days' notice to Franchisee, the Town may repair the damage and shall be reimbursed its actual cost within forty-five (45) calendar days of submitting an invoice to Franchisee in accordance with the provisions of Section 14.3 and Section 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the Town may bill Franchisee for expenses associated with the inspection of such restoration work. The failure by Franchisee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the Town including the imposition of damages consistent with Section 20.

Section 12.5 The provisions of this Section 12 shall survive the expiration, revocation, or termination of this Franchise so long as Franchisee continues to have Facilities in the Rights-of-Way and has not completed all restoration to the Town's standards.

### **Section 13. Emergency Work/Dangerous Conditions.**

Section 13.1 In the event of any emergency in which any of Franchisee's Facilities located in the Rights-of-Way breaks, falls, becomes damaged, or if Franchisee's Facilities are otherwise in such a condition as to immediately endanger the property, life, health or safety of any person, entity or the Town, Franchisee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of any person, entity or the Town without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Franchisee from the requirement of obtaining any permits necessary for this purpose, and Franchisee shall apply for all such permits not later than the next succeeding day during which Yarrow Point Town Hall is open for business. The Town retains the right and privilege to cut, move or remove any Facilities located within the Rights-of-Way of the Town, as the Town may determine to be necessary, appropriate, or useful in response to any immediate public health or safety emergency.

Section 13.2 The Town shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf

of the Town, except to the extent directly and proximately caused by the sole negligence, intentional misconduct, or criminal actions of the Town, its employees, contractors, or agents. The Town shall further not be liable to Franchisee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the Town's actions under this Section 13 except to the extent caused by the sole negligence, intentional misconduct, or criminal actions of the Town, its employees, contractors, or agents.

Section 13.3 Whenever 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, electrical or telecommunications utilities or Town property, the Town Engineer or designee may direct Franchisee, at Franchisee's own expense, to take reasonable action to protect the public, adjacent public places, Town property or street utilities, and such action may include compliance within a prescribed time. In the event that Franchisee fails or refuses to promptly take the actions directed by the Town, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the Town can timely contact Franchisee to request Franchisee effect the immediate repair, the Town may access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Franchisee shall be liable to the Town for the costs thereof.

#### **Section 14. Recovery of Costs, Taxes and Fees.**

Section 14.1 Franchisee shall pay a fee for the actual administrative expenses incurred by the Town that are directly related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the Town's legal costs incurred in drafting and processing this Franchise. No permits shall be issued for the installation of authorized Facilities until such time as the Town has received payment of this fee. Franchisee shall further be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the Town. Where the Town incurs costs and expenses for review, inspection, or supervision of activities, including but not limited to reasonable fees associated with attorneys, consultants, Town staff and Town Attorney time, undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, Franchisee shall pay such costs and expenses directly to the Town in accordance with the provisions of Section 14.3.

Section 14.2 Franchisee shall promptly reimburse the Town in accordance with the provisions of Section 14.3 and Section 14.4 for any and all costs the Town reasonably incurs in response to any emergency situation involving Franchisee's Facilities, to the extent said emergency is not the fault of the Town. The Town agrees to simultaneously seek reimbursement from any franchisee or permit holder who caused or contributed to the emergency situation.

Section 14.3 Franchisee shall reimburse the Town within forty-five (45) calendar days of the Town's submittal of an itemized billing for reasonably incurred costs, itemized by project, for Franchisee's proportionate share of all actual, identified expenses incurred by the Town in planning, constructing, installing, repairing, altering, or maintaining any Town facility as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall include but not be limited to Franchisee's proportionate cost of Town personnel assigned to oversee or engage in any work in the Rights-of-Way as the result of the presence of Franchisee's Facilities in the Rights-of-Way. Such costs and expenses shall also include Franchisee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Franchisee's Facilities for a Public Improvement Project or the routing or rerouting of any utilities to accommodate work proposed by Franchisee.

Section 14.4 The time of Town employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the Town claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the Town's option, the billing may be on an annual basis, but the Town shall provide the Franchisee with the Town's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 14.5 Franchisee hereby warrants that its operations as authorized under this Franchise are those of a service provider as defined in RCW 35.99.010. As a result, the Town will not impose a franchise fee under the terms of this Franchise, other than as described herein. The Town hereby reserves its right to impose a franchise fee on Franchisee if Franchisee's operations as authorized by this Franchise change such that the statutory prohibitions of no longer apply, or if statutory prohibitions on the imposition of such fees are removed. In either instance, the Town also reserves its right to require that Franchisee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Franchisee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

Section 14.6 Franchisee stipulates and agrees that if certain of its business activities are subject to taxation as a telephone business, then Franchisee shall pay to the Town the rate applicable to such taxable services under YPMC Chapter 3.16, and consistent with state and federal law. In the event of a dispute regarding tax payments, the Town may not enforce remedies under Section 20 or commence a forfeiture or revocation process pursuant to Section 19 until the dispute is finally resolved or by judicial action and then only if the Franchisee does not comply with such resolution. The parties agree however, that nothing in this Franchise shall limit the Town's power of taxation as may exist now or as later imposed by the Town. This provision does not limit the Town's power to amend Yarrow Point Municipal Code Chapter 3.16 as may be permitted by law.

### **Section 15. Indemnification.**

Section 15.1 Franchisee releases, covenants not to bring suit against, and agrees to indemnify, defend, and hold harmless the Town, its agents, consultants, directors, officers, officials (elected and appointed), representatives, employees and agents (collectively the "Indemnitees") from any and all claims, costs, judgments, awards, or liability to any person, for injury, sickness, or death of any person, or damage to property arising from the negligent acts or omissions of Franchisee, its agents, officers, or employees in performing the activities, based upon the Town's inspection or lack of inspection of work performed by Franchisee, or caused by or arising out of any acts or omissions of Franchisee, its agents, board of directors, contractor (of any tier), counsel, management, servants, officers, representatives, shareholders, or employees or any other person acting in the operation of its business, or from any activity, work or thing done, permitted, or suffered by Franchisee arising from or in connection with, in performance of, or related to the performance of this Franchise and any rights granted within this Franchise. Further, Franchisee agrees to indemnify, defend, and hold harmless the Indemnitees from any and all claims, costs, judgments, awards, or liability to any person arising from radio frequency emissions emitted from Franchisee's Facilities located in the Rights-of-Way, regardless of whether Franchisee's Facilities comply with applicable federal statutes and/or FCC regulations related thereto. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Franchisee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 15.2 Inspection or acceptance by the Town of any work performed by Franchisee at the time of completion of construction shall not be grounds for avoidance by Franchisee of any of its obligations under this Section 15.

Section 15.3 The Town shall promptly notify Franchisee of any claim or suit and request in writing that Franchisee indemnify the Town. Franchisee may choose counsel to defend the Town subject to this Section 15.3. The Town's failure to notify and request indemnification shall not relieve Franchisee of any liability that Franchisee might have, except to the extent that such failure prejudices Franchisee's ability to defend such claim or suit. In the event that Franchisee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Franchisee, Franchisee shall pay all of the Town's reasonable costs for defense of the action, including all expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the Town and the counsel selected by Franchisee to represent the Town, then upon the prior written approval and consent of Franchisee, which shall not be unreasonably withheld, the Town shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Franchisee shall pay the reasonable fees and expenses of such separate counsel, except that Franchisee shall not be required to pay the fees and expenses of separate counsel on behalf of the Town for the Town to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The Town's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the Town but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the Town by Franchisee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 15.4 Except to the extent that damage or injury arises from the sole negligence or willful misconduct of the Indemnitees, the obligations of Franchisee under the indemnification provisions of this Section 15 and any other indemnification provision in this Franchise shall apply. 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 personal or real property were caused or contributed to by the concurrent negligence of the Franchisee and the Indemnitees the Franchisee's liability hereunder shall be only to the extent of the Franchisee's negligence. Notwithstanding the proceeding sentence, the parties

agree that the indemnity provisions hereunder shall be deemed amended to conform to said statute and liability shall be allocated as provided therein. It is further specifically and expressly understood that the indemnification provided herein constitutes Franchisee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification, relating solely to indemnity claims made by the Town directly against the Franchisee for claims made against the Town by Franchisee's employees. This waiver has been mutually negotiated by the parties.

Section 15.5 Notwithstanding any other provisions of this Section 15, Franchisee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon Town-owned property from activities conducted by the Indemnitees, except to the extent any such damage or destruction is caused by or arises from the sole negligence, willful, or criminal actions on the part of the Indemnitees. In no event shall the Town be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including, by way of example and not limitation, lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise. Franchisee releases and waives any and all such claims against the Indemnitees. Franchisee further agrees to indemnify, hold harmless and defend the Town against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Franchisee's Facilities as the result of any interruption of service due to damage or destruction of Franchisee's Facilities caused by or arising out of activities conducted by the Town, its officers, officials, employees or agents, except to the extent any such damage or destruction is caused by or arises from the sole negligence, intentional misconduct, or criminal actions on the part of the any of the Town, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 15.6 The provisions of this Section 15 shall survive the expiration, revocation, or termination of this Franchise.

## **Section 16. Insurance.**

Section 16.1 Franchisee shall procure and maintain for so long as Franchisee has Facilities in the Rights-of-Way, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the acts or omissions of Franchisee. Franchisee shall require that every subcontractor maintain substantially the same insurance coverage with substantially the same policy limits as required of Franchisee. Franchisee shall maintain insurance from insurers with a current A.M. Best rating of not less than A-, VII.

Franchisee shall provide a copy of a certificate of insurance and additional insured endorsement to the Town for its inspection at the time of acceptance of this Franchise, and such insurance certificate shall evidence a policy of insurance that includes:

(a) Automobile Liability insurance with limits of no less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage;

(b) Commercial General Liability insurance as per form ISO CG 00 01 or its equivalent, written on an occurrence basis with limits of no less than \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including personal and advertising injury, blanket contractual liability; premises; operations; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU);

(c) Pollution liability shall be in effect throughout the entire Franchise term, with a limit of one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate;

(d) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable;

(e) Excess Umbrella liability policy with limits of no less than \$5,000,000 per occurrence and in the aggregate. Franchisee may use any combination of primary and excess to meet required total limits.

Section 16.2 Payment of deductible or self-insured retention shall be the sole responsibility of Franchisee. Franchisee may utilize primary and umbrella liability insurance policies to satisfy the insurance policy limits required in this Section 16. Franchisee's umbrella liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies or be at least as broad as such underlying policies.

Section 16.3 The required Commercial General Liability and Umbrella/Excess Liability insurance policies obtained by Franchisee shall include the Town, its agents, counsel, board and commission members employees, officers, officials (appointed and elected), and representatives, ("Additional Insureds"), as an additional insured by blanket endorsement with regard to any work or operations performed under this Franchise or by or on behalf of the Franchisee and the required Commercial Auto Liability policy obtained by Franchisee shall include the Additional Insureds, as an additional insured by blanket endorsement with regard to the use of vehicles by or on behalf of Franchisee while in performance of this Franchise. In addition, the insurance policy shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability and

except with respect to the rights and duties of Franchisee as the First Named insured. Franchisee shall provide to the Town a certificate of insurance and a copy of the blanket additional insured endorsements. Receipt by the Town of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the requirements. Franchisee's required general and auto liability insurance shall be primary insurance with respect to the Town. Any insurance, self-insurance, or insurance pool coverage maintained by the Town shall be in excess of Franchisee's required insurance and shall not contribute with it.

Section 16.4 Upon receipt of notice from its insurer(s) Franchisee shall provide the Town with thirty (30) calendar days prior written notice of any cancellation or non-renewal of any insurance policy, required pursuant to this Section 16, that is not replaced, and in no event later than 15 days prior to said cancellation or intent not to renew. Franchisee shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 16. Failure to provide the insurance cancellation notice and to furnish to the Town replacement certificates of insurance meeting the requirements of this Section 16 shall be considered a material breach of this Franchise and subject to the Town's election of remedies described in Section 20 below. Notwithstanding the cure period described in Section 20.2, the Town may pursue its remedies immediately upon a failure to furnish evidence of replacement insurance.

Section 16.5 Franchisee's maintenance of insurance as required by this Section 16 shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the Town's recourse to any remedy available at law or equity. Further, Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Franchisee. The insurance outlined in this Agreement shall not limit the liability of Franchisee.

Section 16.6 The Town may review all required insurance limits once every three (3) calendar years during the Term and may make reasonable adjustments in the limits by Amendment to this Agreement upon thirty (30) calendar days' prior written notice to Franchisee. Franchisee shall then provide an updated certificate of insurance to the Town showing compliance with these adjustments. Franchisee shall provide such evidence of all contractors' coverage prior to any work performed under this Agreement.

Section 16.7 Notwithstanding anything to the contrary contained in this Franchise, Franchisee is hereby granted the right to self-insure its pollution liability insurance and property insurance obligations set forth in this Franchise. Should Franchisee wish to become self-insured for any other insurance obligations required by this Franchise at a later date, Franchisee or its

affiliated parent entity shall comply with the following: (1) provide the Town, upon request, a copy of Franchisee's, or its parent company's, most recent annual report, if such financial statements are not otherwise publicly available; (2) Franchisee or its parent company is responsible for all payments within the self-insurance program; and (3) Franchisee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

**Section 17. Abandonment of Franchisee's Telecommunications Network.**

Section 17.1 Where any Facilities or portions of Facilities are no longer needed and their use is to be discontinued, the Franchisee shall immediately report such Facilities in writing ("Deactivated Facilities") to the Town Engineer. Deactivated Facilities, or portions thereof, shall be completely removed within sixty (60) calendar days and the site, pole or infrastructure restored to its pre-existing condition, reasonable wear and tear excepted.

Section 17.2 If Franchisee leases a structure from a landlord and such landlord later abandons the structure, Franchisee shall remove its Facilities from the abandoned structure within ninety (90) calendar days of such notification from the landlord at no cost to the Town and shall remove the pole if its contract with the landlord so requires. Notwithstanding the preceding sentence, the timelines determined by the Town for relocation projects described in Section 5 above shall apply.

Section 17.3 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Franchisee shall remove all of its Facilities from the Rights-of-Way within thirty (30) days of receiving written notice from the Town Engineer or designee. The Facilities, in whole or in part, may not be abandoned by Franchisee without written approval by the Town. Any plan for abandonment or removal of Franchisee's Facilities must be first approved by the Town Engineer or designee, and all necessary permits must be obtained prior to such work. Franchisee shall restore the Rights-of-Way to at least the same condition the Rights-of-Way were in immediately prior to any such installation, construction, relocation, maintenance, or repair, provided Franchisee shall not be responsible for any changes to the Rights-of-Way not caused by Franchisee or any person doing work for Franchisee, or reasonable wear and tear. Franchisee shall be solely responsible for all costs associated with removing its Facilities.

Section 17.4 Notwithstanding the terms in this Section 17 above, the Town may permit Franchisee's Facilities to be abandoned in place in such a manner as the Town may prescribe. Upon permanent abandonment, and Franchisee's agreement to transfer ownership of the Facilities to the Town, Franchisee shall submit to the Town a proposal and instruments for transferring ownership of the abandoned Facilities in their "as is, where is" condition to the Town.

Section 17.5 Any Facilities which are not removed within one hundred eighty (180) calendar days of either the date of termination or revocation of this Franchise or the date the Town issued a permit authorizing removal, whichever is later, shall automatically become the property of the Town. Any costs incurred by the Town in safeguarding such Facilities or removing the Facilities shall be reimbursed by Franchisee. Nothing contained within this Section 17 shall prevent the Town from compelling Franchisee to remove any such Facilities through judicial action when the Town has not permitted Franchisee to abandon said Facilities in place.

Section 17.6 The provisions of this Section 17 shall survive the expiration, revocation, or termination of this Franchise and for so long as Franchisee has Facilities in Rights-of-Way.

## **Section 18. Bonds**

Section 18.1 Performance Bond. Franchisee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the Town equal to at least 125% of the estimated cost of constructing Franchisee's Facilities within the Rights-of-Way of the Town prior to commencement of any such work or such other amount as deemed appropriate by the Town Engineer. The Performance Bond shall guarantee the following: (1) timely completion of construction; (2) construction in compliance with all applicable plans, permits, technical codes, and standards; (3) proper location of the Facilities as specified by the Town; (4) restoration of the Rights-of-Way and other Town properties affected by the construction; (5) submission of as-built drawings after completion of construction; and (6) timely payment and satisfaction of all claims, demands, or liens for labor, materials, or services provided in connection with the work which could be asserted against the Town or Town property. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 18.2. Compliance with the Performance Bond requirement of the Town's current Design and Construction Standards shall satisfy the provisions of this Section 18.1. In lieu of a separate Performance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the Town's bond requirements by posting a single on-going performance bond in an amount approved by Town.

Section 18.2 Maintenance Bond. Franchisee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the Town, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to ten percent (10%) of the documented final cost of the construction work. The Maintenance Bond in this Section 18.2 must be in place prior to Town's release of the bond

required by Section 18.1. Compliance with the Maintenance Bond requirement of the Town's current Design and Construction Standards shall satisfy the provisions of this Section 18.2. In lieu of a separate Maintenance Bond for individual projects involving work in the Franchise Area, Franchisee may satisfy the Town's bond requirements by posting a single on-going maintenance bond in an amount approved by Town.

Section 18.3 Security Fund. Prior to the issuance of this Franchise, Franchisee shall establish a permanent security fund (the "Security Fund") with the Town by depositing the amount of \$50,000, or such other amount as deemed necessary by the Town's authorized representative, with the Town in cash, bond, or an unconditional letter of credit, based upon both Franchisee's operating history in Rights-of-Way, other ways, and Town property and the cost of removal of Franchisee's Facilities, which fund shall be maintained at the sole expense of Franchisee so long as any of Franchisee's Facilities are located within the Rights-of-Way. The fund shall serve as security for the full and complete performance of this Franchise, including any costs, expenses, damages, or loss the Town pays or incurs, including civil penalties, because of any failure attributable to Franchisee to comply with the codes, ordinances, rules, regulations, or permits of the Town applicable to the construction, maintenance, repair, or removal of Franchisee's Facilities in the Rights-of-Way or upon Town property. The Town and Franchisee shall agree upon and specify in this Franchise certain amounts which represent both parties' best estimate of the damages for failure to comply with this Franchise. The liquidated damages provided in this Franchise shall be the exclusive monetary remedy for the named breaches. Neither the right to liquidated damages nor the payment of liquidated damages shall bar or otherwise limit the right of the Town in a proper case to:

- (a) Obtain judicial enforcement of Franchisee's obligations by means of specific performance, injunctive relief, mandamus, or other remedies at law or in equity;
- (b) Consider any substantial violation or breach as grounds for forfeiture and termination of this Franchise; and
- (c) Consider any violation or breach as grounds for nonrenewal or non-extension of this Franchise or the issuance of a new franchise.

### **Section 19. Revocation.**

If Franchisee willfully violates or fails to comply with any material provisions of this Franchise beyond applicable notice and cure periods as set forth in Section 20, then at the election of the Town Council after at least thirty (30) calendar days written notice to Franchisee specifying the alleged violation or failure, the Town may revoke all rights conferred and this Franchise may be

revoked by the Town Council after a hearing held upon such notice to Franchisee. Such hearing shall be open to the public and Franchisee and other interested parties may offer written and/or oral evidence explaining or mitigating such alleged noncompliance. Within thirty (30) calendar days after the hearing, the Town Council, on the basis of the record, will make the determination as to whether there is cause for revocation, whether the Franchise will be terminated, or whether lesser sanctions should otherwise be imposed. The Town Council may in its sole discretion fix an additional time period to cure violations. If the deficiency has not been cured at the expiration of any additional time period or if the Town Council does not grant any additional period, the Town Council may by resolution declare the Franchise to be revoked and forfeited or impose lesser sanctions. If Franchisee appeals revocation and termination, such revocation may be held in abeyance pending judicial review by a court of competent jurisdiction, provided Franchisee is otherwise in compliance with the Franchise.

## **Section 20. Remedies to Enforce Compliance.**

Section 20.1 The Town may elect, without any prejudice to any of its other legal rights and remedies, to obtain an order from the superior court having jurisdiction compelling Franchisee to comply with the provisions of the Franchise and to recover damages and costs incurred by the Town by reason of Franchisee's failure to comply. In addition to any other remedy provided herein, the Town reserves the right to pursue any remedy to compel or force 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 or revocation for breach of the conditions herein. Provided, further, that by entering into this Franchise, it is not the intention of the 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 affect any such waiver.

Section 20.2 If Franchisee shall violate, or fail to comply with any of the provisions of this Franchise, or should it fail to heed or comply with any notice given to Franchisee under the provisions of this Franchise, the Town shall provide Franchisee with written notice specifying with reasonable particularity the nature of any such breach and Franchisee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) calendar days of receipt of notification. If the parties reasonably determine the breach cannot be cured within thirty (30) calendar days, the Town may specify a longer cure period, and condition the extension of time on Franchisee's submittal of a plan to cure the breach within the specified period, commencement of work within the original thirty (30) calendar day cure period, and diligent prosecution of the work

to completion. If the breach is not cured within the specified time, or Franchisee does not comply with the specified conditions, the Town may, at its discretion, (1) revoke this Franchise in accordance with Section 19, or (2) claim damages of Two Hundred Fifty Dollars (\$250.00) per day against the Franchisee or the Security Fund set forth in Section 18.3 until the violation is cured, or (3) pursue other remedies as described in Section 20.1. Liquidated damages described in this Section 20.2 shall not be offset against any sums due to the Town as a tax or reimbursement pursuant to Section 14.

**Section 21. Non-Waiver.**

The failure of the Town to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements, or option.

**Section 22. Town Ordinances and Regulations.**

Nothing herein shall be deemed to restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The Town shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction, and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the Town's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein.

**Section 23. Publication.**

The Franchisee shall pay the cost of publication of this Franchise.

**Section 24. Acceptance.**

The rights and privileges granted pursuant to this Franchise shall not become effective until its terms and conditions are accepted by Franchisee. Acceptance shall be accomplished by Franchisee's submission of a written instrument in the form attached hereto as Exhibit B, executed and sworn to by a corporate officer of the Franchisee before a Notary Public. Acceptance must be filed with the Town within thirty (30) days after the effective date of this Ordinance. At the time

that acceptance is submitted, Franchisee shall also submit necessary insurance documentation pursuant to Section 16 and the Security Fund required pursuant to Section 18.3. The administrative fees owing pursuant to Section 14.1 are due within thirty (30) days of receipt of invoice from the Town.

**Section 25. Survival.**

All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 12, Section 15, Section 16, Section 17, Section 25, and Section 37 of this Franchise shall be in addition to any and all other obligations and liabilities Franchisee may have to the Town at common law, by statute, or by contract, and shall survive the Town's Franchise to Franchisee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Franchisee and all privileges, as well as all obligations and liabilities of Franchisee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned where Franchisee is named herein.

**Section 26. Assignment.**

Section 26.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation or other act of Franchisee, by operation of law or otherwise, unless prompt written notice is provided to the Town within 60 days of the assignment. The above notwithstanding, Franchisee may freely assign this Franchise in whole or in part to a parent, subsidiary, or affiliated entity, unless there is a change of control as described in Section 26.2 below, or for collateral security purposes. Franchisee shall provide prompt, written notice to the Town of any such assignment. For purposes of this Section 26, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Franchisee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 26.2 Any transactions which singularly or collectively result in a change of 51% or more of the (i) ownership or working control (for example, management of Franchisee or its Telecommunications facilities) of the Franchisee; or (ii) ownership or working control of the Franchisee's Telecommunications facilities within the Town; or (iii) control of the capacity or bandwidth of the Franchisee's Telecommunication facilities within the Town, shall be considered an assignment or transfer requiring notice to the Town pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. The Franchisee

shall notify the Town of any change in, or transfer of, or acquisition by any other party of control of a Franchisee within sixty (60) days following the closing of the transaction.

Section 26.3 Franchisee may, without prior notice to or consent from the Town: (i) lease the Facilities, or any portion, to another person; (ii) grant an indefeasible right of user interest in the Facilities, or any portion, to another person; or (iii) offer to provide capacity or bandwidth in its Facilities to another person, provided further, that Franchisee shall at all times retain exclusive control over its Facilities and remain fully responsible for compliance with the terms of this Franchise. Franchisee's obligation to remain fully responsible for compliance with the terms under this Section 26.3 shall survive the expiration of this Franchise but only if and to the extent and for so long as Franchisee is still the owner or has exclusive control over the Facilities used by a third party.

### **Section 27. Extension.**

If this Franchise expires without renewal, the Town may, subject to applicable law:

(a) Allow Franchisee to maintain and operate its Facilities on a month-to-month basis, provided that Franchisee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) The Town may order the removal of any and all Facilities at Franchisee's sole cost and expense consistent with Section 17.

### **Section 28. Entire Agreement.**

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

### **Section 29. Eminent Domain.**

The existence of this Franchise shall not preclude the Town from acquiring by condemnation in accordance with applicable law, all or a portion of the Franchisee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

### **Section 30. Vacation.**

If at any time the Town, by ordinance, vacates all or any portion of the area affected by this Franchise, 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) calendar

days before vacating all or any portion of any such area, in which Franchisee is located. The Town may, after sixty (60) calendar days written notice to the Franchisee, terminate this Franchise with respect to such vacated area.

**Section 31. Notice.**

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery or registered or certified mail (return receipt required in all cases), it shall be conclusively deemed given the day it was received or refused, unless returned undeliverable.

TOWN OF YARROW POINT

FRANCHISEE

Attn: Town Administrator  
4030 95<sup>th</sup> Ave NE  
Yarrow Point, WA 98004

Forged Fiber 37, LLC c/o AT&T  
Attn.: Legal Dept – Network Operations  
Re: Yarrow Point Franchise Agreement (WA)  
701 Commerce Street  
Dallas, TX 75202-4206

With a required copy to:  
E-mail: FF\_Right\_Of\_Way@att.com

**Section 32. Severability.**

If any section, sentence, clause or phrase of this Franchise should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, and either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

**Section 33. Compliance with All Applicable Laws.**

Franchisee agrees to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the Town's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest

of public safety and for the welfare of the public. The Town shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Franchisee, and Franchisee shall promptly conform with all such regulations, unless compliance would cause Franchisee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the Town's police power authority, such other ordinance(s) shall take precedence over the provisions set forth herein. Notwithstanding the foregoing, Franchisee shall not be required to comply with any new ordinances to the extent that they impact existing Facilities to which Franchisee has a vested right in accordance with the vested rights doctrine under Washington case law or as codified at RCW 19.27.095.

**Section 34. Amendment.**

The Town reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or relating to a Town ordinance enacted pursuant to such federal or state statute or regulation; provided that the Town provide Franchisee with thirty (30) calendar days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, Franchisee makes a written request for negotiations over the terms of the amendment. If the Parties do not reach agreement as to the terms of the amendment within thirty (30) calendar days of the call for negotiations, the Parties shall submit the issue to non-binding mediation. If such mediation is unsuccessful, the Parties may then submit the issue to a court of competent jurisdiction.

**Section 35. Attorneys' Fees.**

If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

**Section 36. Hazardous Substances.**

Franchisee shall not introduce or use any hazardous substances (chemical or waste) in the Right-of-Way, in violation of any applicable law or regulation, nor shall Franchisee allow any of its agents, contractors or any person under its control to do the same. Franchisee will be solely

responsible for and will defend, indemnify and hold the Town, its officers, officials (appointed and elected), employees and agents harmless from and against any and all claims, costs and liabilities including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Franchisee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage or disposal of such substances by Franchisee's agents, contractors or other persons acting under Franchisee's control, whether or not intentional.

**Section 37. Licenses, Fees and Taxes.**

Prior to constructing any improvements, Franchisee shall obtain a business or utility license from the Town. Franchisee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Franchisee and shall pay all license fees and public utility charges relating to the conduct of its business, shall pay for all permits, licenses and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the Town and shall pay utility taxes and license fees imposed by the Town.

**Section 38. Miscellaneous.**

Section 38.1 The Town and Franchisee respectively represent that its signatory is duly authorized and has full right, power and authority to execute this Franchise.

Section 38.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or King County Superior Court.

Section 38.3 Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 38.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 38.5 Franchisee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the Town is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by Franchisee by any person or entity.

Section 38.6 This Franchise may be enforced at both law and equity.

Section 38.7 Intentionally Omitted.

Section 38.8 Any reference to the Town's costs that must be paid by Franchisee pursuant to the terms of this Franchise shall mean all actual, reasonable, and documented costs of the Town.

Section 38.9 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as Acts of God or similar event, delays, earthquakes, explosions, fire, floods, lockouts, insurrection, pandemic, riots, strikes of any kind, terrorism, storms, unusual transportation delays, war, washouts, weather (including inclement weather which prevents construction), and acts of the public enemy.

**\*\*\*\*\*NO TERMS BEYOND THIS POINT\*\*\*\*\***

**EXHIBIT B**

**STATEMENT OF ACCEPTANCE**

Forged Fiber 37, LLC, a Delaware limited liability company, for itself and its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the Franchise attached hereto and incorporated herein by this reference.

\_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned, a Notary Public in and for the State of \_\_\_\_\_, duly commissioned and sworn, personally appeared, \_\_\_\_\_ of \_\_\_\_\_, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_, residing at

\_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

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

10.4  
July 14, 2026

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<b>Selection of Mayor Pro Tempore</b>	<b>Proposed Council Action:</b> Appoint Mayor Pro Tempore
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<b>Presented by:</b>	Mayor Katy Kinney Harris
<b>Exhibits:</b>	None

**Summary:**

In accordance with RCW 35.27.160<sup>1</sup>, the Mayor shall preside over all meetings of the Council at which he or she is present. A Mayor Pro Tempore “for the time being” may be selected by the Council from amongst its members, for a specified period of time, to preside over the meetings in the absence of the Mayor.

It has been the practice of the Town Council for Councilmembers to take turns serving in the Mayor Pro Tempore position, for a length of approximately one year at a time, providing an opportunity for all Councilmembers to “take the reins.”

Previously, the Town Council elected Councilmember Bush 18 months ago to serve as Mayor Pro Tempore, and in the most recent years, Councilmember Porter has also served in this position. There are three new CMs who will have this opportunity over the course of the next several years.

**Recommended Action:**

MOVE TO appoint Councilmember \_\_\_\_\_ to serve as the Mayor Pro Tem for the next twelve months: July 14, 2026, through June 30, 2027.

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<sup>1</sup> RCW 35.27.160: <https://app.leg.wa.gov/RCW/default.aspx?cite=35.27.160>