

**TOWN OF WOODWAY**  
**COUNCIL MEETING AGENDA**  
**TUESDAY, SEPTEMBER 6, 2022**  
**6:00 P.M.**

**Woodway Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA**

- |           |      |  |
|-----------|------|--|
| 6:00 P.M. |      | Call to Order, Flag Salute, & Roll Call  |
| 6:00 P.M. | I    | Employee Recognition – Scott Wynne   |
| 6:05 P.M. |      | Public Comments*   |
| 6:10 p.m. | II   | Ordinance 2022-641: WMC Chapter 7.14 - Unlawful Occupation of Public Property                          |
| 6:25 P.M. | III  | Stormwater Management Plan Update Contract – PACE Engineers  |
| 6:35 P.M. | IV   | Quarter 2 2022 Financial Report  |
| 6:45 P.M. | V    | 2022 Pavement Preservation Contract – Authorize Mayor to Execute                                       |
| 6:50 P.M. | VI   | Approval of Payments – <i>September 6, 2022 Claims, August 2022 Payroll</i>                            |
| 6:55 P.M. | VII  | Approval of Minutes – <i>August 1, 2022, August 15, 2022, and August 25, 2022 Minutes</i>              |
| 7:00 P.M. | VIII | Council Reports  |
| 7:05 P.M. | IX   | Mayor’s Report   |
| 7:10 P.M. | X    | Town Administrator’s Report  |
| 7:15 P.M. | XI   | Short-Term Building Official, Plan Review, and Building Inspection Services Contract – BHC Consultants |
| 7:20 P.M. |      | Public Comments*   |
| 7:25 P.M. |      | General Council Discussion – Choice of Subjects  |
| 7:30 P.M. |      | Adjournment  |

*Council agendas are subject to change before or during the council meetings upon motion. All times are approximate.*

*\*Anyone with a disability requiring special accommodations or anyone wishing to make a public comment for this meeting via video or audio connection should contact the Town Clerk's Office at Town Hall or call (206)542-4443 before 1:00 p.m. the Thursday preceding the Council Meeting. For TDD relay service, call (206)587-5500, or outside the Seattle area #1-800-833-6388.*

# TOWN OF WOODWAY

## ORDINANCE 2022-641

AN ORDINANCE OF THE TOWN OF WOODWAY ENACTING NEW WOODWAY MUNICIPAL CODE (“WMC”) CHAPTER 7.14 REGULATING CAMPING AND THE STORAGE OF PERSONAL PROPERTY IN PUBLIC PLACES; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the public spaces, including parks and undeveloped portions of Town right-of-way, in the Town of Woodway are not intended to be used for camping or the storage of personal property; and

WHEREAS, the Town of Woodway and other municipalities throughout the State of Washington and the United States are exposed to the contemporary problems and issues of homelessness, unauthorized encampments, and cleanups; and

WHEREAS, it is necessary for the Town to provide regulations in its municipal code prohibiting illegal camping and storage of personal property in the public spaces of the town that are consistent with current law as set forth in *Martin v. City of Boise* and *Lavan v. City of Los Angeles* and other opinions of the Federal and State court; and

WHEREAS, the Town Council reasonably believes that adoption of this Ordinance is in the best interest of the health, safety, and welfare of the citizens of the Town;

NOW, THEREFORE, the Town Council of the Town of Woodway does hereby ordain as follows:

Section 1. Chapter 7.14 WMC is hereby enacted and shall read as set forth in Exhibit A.

Section 2. If any part or portion of this Ordinance is declared invalid for any such reason, such declaration of invalidity shall not affect any remaining portion.

Section 3. This Ordinance shall take effect 5 days after date of publication by ordinance title only.

PASSED this 6<sup>th</sup> day of September 2022 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

---

Michael S. Quinn, Mayor

ATTEST:

---

Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM:

---

Greg Rubstello, Town Attorney

Date Passed by the Town Council:

Date Published:

Effective Date:

# TOWN OF WOODWAY

## ORDINANCE 2022-641 | EXHIBIT A

### WMC CHAPTER 7.14: UNLAWFUL OCCUPATION OF PUBLIC PROPERTY

#### Sections:

- 7.14.010 Purpose.
- 7.14.020 Definitions.
- 7.14.030 Unlawful occupation of public property.
- 7.14.040 Unlawful storage of personal property on public property.
- 7.14.050 Enforcement.
- 7.14.060 Rules.
- 7.14.070 Penalty for violations.

#### **7.14.010 PURPOSE.**

It is the purpose of this chapter to promote public health, safety, and welfare by preserving public use of public spaces for which they are intended.

#### **7.14.020 DEFINITIONS.**

“Available overnight shelter” means a public or private facility, with an available overnight space, open to person(s) experiencing homelessness at no charge, which must be located within a 35-mile radius with the starting point of Woodway Town Hall, and to which the Town facilitates transport.

“Homelessness” or “Homeless Person” means the same as that in 42 U.S. Code § 11302 as currently written and as may be amended from time to time.

“Occupy” means to evidence an intent to remain in a place, at least overnight. Intent can be evidenced by setting up tents, shelter, or bedding, for example.

“Personal property” means an item(s) recognizable as belonging to a person, has apparent utility or value in its current condition, and is not hazardous.

“Public property” means all parks, streets, rights-of-way, sidewalks, and any other property of which the Town has a property interest.

“Store” means to put aside or accumulate for use when needed, to put for safekeeping, or to place or leave in a location.

#### **7.14.030 UNLAWFUL OCCUPATION OF PUBLIC PROPERTY.**

Unless caused by Town action, or otherwise authorized by Town code, Town contract, or permit, it shall be unlawful for any person to occupy public property.

**7.14.040 UNLAWFUL STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY.**

- A. Unless caused by Town action, or otherwise authorized by Town code, Town contract, or permit, it shall be unlawful for any person to store personal property on public property overnight.
- B. Removal of Personal Property. The Town may remove unlawfully stored personal property after the Town provides necessary notice and an opportunity to be heard. The Town shall facilitate the storage of personal property if required by law.

**7.14.050 ENFORCEMENT.**

The Town shall not enforce sections 7.14.030 or 7.14.040 against persons experiencing homelessness if there is no available overnight shelter that can be utilized by that particular person. If available overnight shelter is available, the shelter space must be offered to the person(s) experiencing homelessness, along with other available human services. Only if the shelter space is refused can the provisions of sections 7.14.030 and 7.14.040 be enforced against persons experiencing homelessness.

**7.14.060 RULES.**

The Police Chief is hereby authorized to adopt rules, regulations, administrative policies, and procedures for implementing the provisions of this chapter.

**7.14.070 PENALTY FOR VIOLATIONS.**

Violation of any of the provisions of this chapter is a misdemeanor, and shall be punished as follows:

- A. First Offense. Any person violating any of the provisions of this chapter shall, upon conviction of such violation, be punished by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment.
- B. Second Offense. Any person who violates any of the provisions of this chapter, upon conviction of such violation, a second time within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. One hundred dollars of the fine and one day of imprisonment shall not be suspended or deferred.
- C. Third or Subsequent Offense. Every person who violates any of the provisions of this chapter, upon conviction of such violation, a third or more times within a five-year period shall be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 or by imprisonment not to exceed 90 days, or by both such fine and imprisonment. Five hundred dollars of the fine and five days' imprisonment shall not be suspended or deferred.
- D. Prior to imposing any fine for violation of this chapter, the court shall make an inquiry as to a person's ability to pay. If a person is unable to pay the monetary penalty set forth in subsection (A)(1), (2) or (3) of this section, the court is explicitly authorized to order performance of community service or work crew in lieu of a monetary penalty.

---

---

## MEMO

---

---

**TO:** MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS  
**FROM:** JOHN FORBA, PE, TOWN ENGINEER  
**SUBJECT:** STORMWATER MANAGEMENT PLAN UPDATE - SCOPE AND FEE  
**DATE:** SEPTEMBER 2, 2022  
**CC:** ERIC FAISON, TOWN ADMINISTRATOR

---

Greetings Mayor & Councilmembers,

A Stormwater Management Plan (SWMP), also called a Stormwater Comprehensive Plan, is produced to provide goals and guidance for managing stormwater in multiple aspects, along with basin planning for the Town. For most municipalities, a SWMP is updated every 5-7 years. The Town last updated its Plan in 2005.

The Town has not updated its Plan due, in part, to the fact that the Town is not an EPA National Pollution Discharge Elimination System (NPDES) permittee. The Town qualified for an exemption to the requirement because it was determined at the last NPDES permit review cycle that there were less than 1,000 residents living on parcels connected to the Town's stormwater system (912 residents was the estimate in 2018).

The Town recently was contacted by the Department of Ecology who administers the NPDES permit to determine if the Town is still exempt for the upcoming permit duration (2024-2029). If the Town does become a NPDES permittee, an updated SWMP will be required.

In our opinion, even if the Town remains a non-permittee, the Town's Plan should be updated. Some of the specific benefits include:

- The plan will provide guidance for Town policy regarding stormwater. Since the Town's last SWMP, there have been significant changes in state and national stormwater policies, due to better available science. These policies now account for a multitude of different issues including, but not limited to, a better understanding of rainfall, the effects of development on ecosystems, stream/fish habitat protection, and climate change.
- The plan will include mapping of the Town's stormwater system, which will help Public Works staff perform inspection and maintenance activities.

- Areas in the Town will be hydraulically modeled to discover/confirm substandard facilities, which can be marked for replacement/upgrades.
- Cost estimates for the projects that result from the modeling (along with other known system deficiencies), as well as annual maintenance programs and public works equipment needs, will be identified. Based on these cost estimates, a rate study will be prepared to make sure that the stormwater rates are appropriate and sustainable. We want to make sure that the stormwater fund is based on the actual program maintenance costs and proposed projects to ensure proper funding.

**ATTACHMENT “A”**  
  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
TOWN OF WOODWAY  
AND  
PACE ENGINEERS, INC.  
FOR  
STORMWATER MANAGEMENT PLAN

**PROJECT DESCRIPTION**

The Town of Woodway desires to complete a Stormwater Management Plan. The following scope of work outlines the specific activities, work product, and schedule desired by the Town for completion of this project. The Town of Woodway is **not** a Phase II jurisdiction and therefore is not required to meet the requirements of the NPDES permit administered by the Department of Ecology

**OBJECTIVES AND PRIMARY TASKS OF THE TOWN'S STORMWATER  
MANAGEMENT PLAN UPDATE**

1. Update Existing Data  
Included in this scope of work, PACE will prepare and provide a GIS product to the Town of a system map and geodatabase. A system map will be prepared that includes the basin boundaries identified in this scope of work, topography, right of way, parcel information, drainage structures and piping locations and details within the basins, and existing streams.
  - a. Import drainage system information and layout from existing as-built drawings within the public right-of-way (ROW) into the geodatabase.
  - b. Inventory select catch basins/roadside ditches that are known to have flooding/capacity concerns and are not included on existing as-builts utilizing handheld GPS units/traditional survey equipment. This information will be included in the geodatabase upon completion. This inventory will be limited to the public ROW.
  - c. Review existing GIS data and evaluate the need for any software conversions and the format of the final GIS deliverable.
2. Background Review
  - a. Develop drainage basin mapping update.
  - b. Show private systems on the updated system map, but do not analyze them as part of the Hydrologic/Hydraulic modeling efforts.
3. Hydrologic/Hydraulic Modeling



PACE will use MGSFlood and HydraFlow to perform the Hydrologic and Hydraulic modeling on the public stormwater system for this plan update. The following assumptions will be made

- a. Assume 50% impervious coverage on all parcels in the R-87 and R-43 Zones and 60% for the R-14.5 Zone.
- b. Assume 80% impervious coverage for all public right of way.
- c. Provide analysis for the 2, 25 and 100-year storm events.
- d. Define impacts to existing collection system capacity and determine most cost-effective option to meet direct discharge requirements.

4. Water Quality Analysis

- a. Review NPDES Phase II permit requirements and define possible opportunities for reasonable implementation.

5. Capital Improvement Program

The intent is to update the Town's capital improvement program and include the following.

- a. Develop an annual budget for cleaning and inspecting the collection system.
- b. Develop annual budget for spot repairs identified in annual cleaning and inspection practices.
- c. Create current development standards for storm water improvements.
- d. Develop projects for undersized drainage systems determined during the hydraulic modeling analysis.
- e. Develop projects to address flooding due to the lack of an existing drainage system

6. Financial Review

- a. Review the proposed annual surface water program expenditures as identified within this SWMP analysis and recommend a rate structure for Town review that would support the program.
- b. Evaluate alternate sources of funding including but not limited to, grants, Development Review Fees, Bonds and other as a source of potential revenue..

7. The plan update will follow the outline, as shown below.

Executive Summary

Chapter 1 Introduction

Chapter 2 Background Review and Study Approach

Chapter 3 Drainage Basin Characteristics and System Analysis

Chapter 4 Water Quality Analysis

Chapter 5 Capital Improvements Program

Chapter 6 Operation and Maintenance Program

Chapter 7 Financial Strategies

## **REFERENCE DOCUMENTS**

- 2005 Ecology Stormwater Management Manual
- 2019 Ecology Stormwater Management Manual
- Town of Woodway Municipal Code

## **SUMMARY OF SCOPE OF WORK AND BUDGET**

PACE proposes to complete the Tasks listed below on a time and expense bases with a not exceed amount of \$131,024.00 without Town approval.

## **TIME FRAME TO PERFORM THE WORK**

- It is anticipated that the Award of Contract will occur around the beginning of September 2022
- PACE anticipates completing a draft of the plan for Town approval within eight (8) months.

## **TIME AND MATERIALS CONTRACT**

This is a Time-and-Materials contract with deliverables and estimated costs defined for the project by task, with an overall not to exceed total project budget. Consistent with this type of contract, the levels of the effort and detail provided in the deliverables have been tailored to the budget available for each task, as defined and allocated by Town staff.

## **DETAILED PROJECT SCOPE OF WORK**

### **Task 100 – PROJECT MANAGEMENT**

#### **Subtask 101 – Project Administration/Management**

This task is provided to encompass the work required to provide senior engineer/principal oversight for maintaining budget and schedule compliance. This will be accomplished through coordination of staffing and project requirements between principal-in-charge and project team. Monthly invoices, including work descriptions will be provided for the tracking of costs and early recognition of scope or contract changes.

#### **Subtask 102 – Progress Meeting**

This task is provided to coordinate progress on the Plan update with Town staff. A total of three meetings with Town staff is included. PACE will prepare an agenda of meeting topics and submit to the Town one week in advance of the meeting date. Further, PACE will conduct the meeting and prepare and distribute minutes of the meeting.

#### **Subtask 103 – Presentations**

PACE will provide technical support for Town staff presenting a summary of the update for a meeting conducted with the Planning Commission. Further, PACE will provide a final presentation at a public hearing for Town Council prior to adoption of the document

- (1) Attend meeting with the Planning Commission

- (1) Attend Council Meeting Ordinance Approval

#### **Subtask 104 – Quality Assurance/Quality Control**

In this task the specific additions, deletions, and revisions will be coordinated with the project team, Town staff, and reviewed by the principal-in-charge for the entire Plan. The purpose of this task is to assure a high quality level throughout the project.

#### **Task 200 – STORMWATER MANAGEMENT PLAN**

##### **Subtask 201 – Update Existing Data**

Conduct an on-site visual inspection along with data collection using a handheld GPS instrument/traditional survey equipment of select catch basins/roadside ditches that are known to have flooding/capacity concerns for which as-built information is not available. Assess the capacity of the Town's existing SWM system by documenting a prioritized listing of drainage system deficiencies

##### **Subtask 202 – Update Storm Drainage Facilities Mapping**

Included in this scope of work, PACE will update the existing GIS system map and geodatabase. The map that will be updated will include the basin boundaries, topography, right of way, parcel information, drainage structures and piping locations, all based on as-builts/survey information collected in subtask 201 above, outfall locations and existing streams.

##### **Subtask 203 – Study Area Characteristics Update**

Develop a current description of the study area characteristics including demographics, land use, basin information, soils mapping, critical areas, major water bodies, developed land use, along with updating system description. This work will include developing the following Figures for the Plan; Vicinity Map, Topography Map, Soils Map, and Aerial Basin Map.

##### **Subtask 204 - Hydrologic/Hydraulic Modeling**

PACE will use MGSFlood and Hydraflow to perform the Hydrologic and Hydraulic modeling for this plan update. Building an AutoCAD model of the existing stormwater system to utilize the Hydraflow modeling software is included in this subtask. The modeling efforts will explore additional opportunities to meet the 1/4 mile restriction provided in the Ecology Storm Water Manual.

- a. Assume 50% impervious coverage on all parcels in the R-87 and R-43 Zones and 60% for the R-14.5 Zone.
- b. Assume 80% impervious coverage for all public right of way.
- c. Provide analysis for the 2, 25 and 100-year storm events.
- d. Define impacts to existing collection system capacity.

##### **Subtask 205 - Water Quality Analysis**

- a. Review NPDES Phase II permit requirements and define possible opportunities for reasonable implementation.

##### **Subtask 206 – Develop Capital Improvement Program**

The intent is to update the Town's capital improvement program and include the following:

- a. Update the adopted 2005 Department of Ecology's Stormwater Management Manual to the 2019 edition.
- b. Develop an annual budget for cleaning and inspecting the collection system.
- c. Develop annual budget for spot repairs identified in annual cleaning and inspection practices.
- d. Update current development standards for storm water improvements.
- e. Develop projects for undersized conveyance system determined during the hydraulic modeling analysis.
- f. Develop projects to address flooding due to the lack of an existing drainage system

### **Subtask 207 –Prepare Operation and Maintenance Program**

PACE will prepare the Town's Annual Stormwater Maintenance Program by documenting the Town's existing Operation and Maintenance practices, identify appropriate and needed O&M activities, and methods to address local needs, and identify what additional activities, equipment, staffing, resources, and funding are needed. This task will provide the Town with a comprehensive O&M Plan to address unique needs of the Town's stormwater system. The O&M plan will include defining levels and frequency of services of each major type of stormwater facility within the Town.

### **Subtask 208 – Develop Financial Funding Program**

PACE will provide a summary of the financial program for the Stormwater Utility and define existing funding sources used to finance Stormwater utility.

PACE will document financial strategies available to the Town including, but not limited to:

- Stormwater Utility
- Development Review Fees
- Grants
- Loans
- Revenue Bonds
- Special Purpose Districts
- Future Coordination with Other Agencies
- Heavy Truck Fee

### **Subtask 209 – Prepare Draft Stormwater Management Plan**

- Development of Draft SWMP:

The draft SWMP (final report) will be developed by integrating the results of Task 2 to define the Town's existing and future CIP and O&M needs and costs.

- Review and Comment by Town Staff:

The draft SWMP will undergo a detailed review by Town staff. A single

consolidated set of edits with advance resolution of any internal conflicting comments by Town staff, will be presented to PACE.

- *Developing the Final SWMP (Final Report):*

Once the funding and implementation plans are reviewed and approved by the Planning Commission and Town staff, final edits from the Town will be incorporated, and the final SWMP report will be written and transmitted to the Town along with the electronic copies of the geodatabase and the written work products on a CD.

### **PROJECT DELIVERABLES**

1. (1) Progress Meeting Agendas
2. (1) Progress Meeting Minutes
3. (5) hard copies of Draft Stormwater Management Plan
4. (3) hard copies of the final Stormwater Management Plan
5. (1) PDF copy of final Stormwater Management Plan
6. Hydraulic Analysis, System Map, and completed geodatabase and metadata

PACE Engineers

Project Budget Worksheet - 2022 Washington EOR Rates

Project Name: <b>Stormwater Comprehensive Plan</b>	Location: <b>Town of Woodway</b>	Prepared By: <b>JF</b>
Project #: <b></b>	Billing Group #: <b></b>	Date: <b>8/24/2022</b>

Staff Type # (See Labor Rates Table) Staff Type Hourly Rate  Drawing/Task Title	Labor Code	Labor Hours by Classification												
		1	11	14	16	51	58	118	67					
		\$250	\$215	\$178	\$138	\$126	\$215	\$126	\$165					
	Job Title	Sr. Principal Engineer	Sr. Project Manager	Project Engineer	Engineer II	Survey Tech IV	Two-Person Crew	Sr. Project Administrator	Sr. GIS Analyst				Hour Total	Dollar Total
<b>Task 100-Project Management</b>														
Subtask 101-Project Administration/Management			12										12.0	\$2,580
Subtask 102-Progress Meeting			8	12									20.0	\$3,856
Subtask 103-Presentations			8						8				16.0	\$3,040
Subtask 104-QA/QC		20											20.0	\$5,000
<b>Task 200-Stormwater Management Plan</b>														
Subtask 201-Update Existing Data			4	20									24.0	\$4,420
Subtask 202-Update Storm Drainage Facilities Mapping				8		24	80		80				192.0	\$34,848
Subtask 203-Study Area Characteristics Update			4	8					10				22.0	\$3,934
Subtask 204-H&H Modeling			10	80									90.0	\$16,390
Subtask 205-Water Quality Analysis			8	8									16.0	\$3,144
Subtask 206-Develop Capital Improvement Program			8	16	24				8				56.0	\$9,200
Subtask 207-Prepare O&M Program			8	16	16								40.0	\$6,776
Subtask 208-Develop Financial Funding Program		4	24	16									44.0	\$9,008
Subtask 209A-Prepare Draft SWMP			16	20	20			40	8				104.0	\$16,120
Subtask 209B-Prepare Final SWMP			8	20	20			8	4				60.0	\$9,708
<b>Hours Total</b>		24.0	118.0	224.0	80.0	24.0	80.0	48.0	118.0				716.0	
<b>Labor Total</b>		\$6,000	\$25,370	\$39,872	\$11,040	\$3,024	\$17,200	\$6,048	\$19,470					<b>\$128,024.00</b>

Expenses		Reimbursable	
	rate/unit	Quantity	Cost
Postage/Courier			
Printing Costs	\$3,000.00	1	\$3,000.00
Photo/Video			
Mileage/Travel/Per Diem			
Miscellaneous			
<b>Total</b>			<b>\$3,000.00</b>

Subconsultants	
Utility Locate	
Mechanical Engineer	
Electrical Engineer	
Geotechnical Engineer	
I & C Engineer	
<b>Subconsultant Subtotal</b>	
Markup	15%
<b>Total</b>	

PACE Billed Labor Total	\$128,024.00
Reimbursable Expenses	\$3,000.00
Subconsultants	
<b>Total Project Budget</b>	<b>\$131,024.00</b>

# 2022 BUDGET POSITION TOTALS

Town Of Woodway

Months: 01 To: 06

Time: 15:59:07 Date: 08/10/2022

Page: 8

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	2,402,635.00	996,806.09	41.5%	2,111,601.00	1,073,153.37	51%
002 Replacement Reserve Fund	20,000.00	20,000.00	100.0%	0.00	0.00	0%
107 Affordable Housing Sales Tax Fund	1,700.00	572.67	33.7%	1,700.00	0.00	0%
301 Capital Projects Fund (REET)	200,000.00	61,559.44	30.8%	835,000.00	19,920.63	2%
420 Stormwater Utility Fund	80,000.00	43,615.19	54.5%	155,063.00	12,693.99	8%
645 Custodial Fund	0.00	2,214.59	0.0%	0.00	0.00	0%
	<u>2,704,335.00</u>	<u>1,124,767.98</u>	<u>41.6%</u>	<u>3,103,364.00</u>	<u>1,105,767.99</u>	<u>35.6%</u>

# 2022 BUDGET POSITION

Town Of Woodway

Time: 15:59:07 Date: 08/10/2022

Page: 1

001 General Fund Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
----------	--------------	----------	-----------

## 100 General

010 Property Taxes	1,167,090.00	619,966.56	547,123.44	53.1%
030 Sales/Excise Taxes	195,000.00	119,990.58	75,009.42	61.5%
040 Utility Taxes/Fees	293,529.00	140,422.16	153,106.84	47.8%
070 Licenses/Other Permits/Fees	8,250.00	5,501.66	2,748.34	66.7%
080 Intergovernmental Revenue	221,465.00	9,850.54	211,614.46	4.4%
090 Interest	2,200.00	5,900.47	(3,700.47)	268.2%
100 Fines	1,200.00	250.00	950.00	20.8%
110 Other Revenue	1,800.00	15,273.93	(13,473.93)	848.6%
<b>100 General</b>	<b>1,890,534.00</b>	<b>917,155.90</b>	<b>973,378.10</b>	<b>48.5%</b>

## 200 Building & Planning

050 Development Permits/Fees	53,250.00	25,551.13	27,698.87	48.0%
060 Development Permits/Fees - Reimbursements	32,500.00	17,791.25	14,708.75	54.7%
<b>200 Building &amp; Planning</b>	<b>85,750.00</b>	<b>43,342.38</b>	<b>42,407.62</b>	<b>50.5%</b>

## 300 Public Works & Parks

050 Development Permits/Fees	3,675.00	4,281.50	(606.50)	116.5%
070 Licenses/Other Permits/Fees	50.00	0.00	50.00	0.0%
080 Intergovernmental Revenue	28,366.00	12,860.21	15,505.79	45.3%
130 Interfund Loans & Transfers	363,185.00	0.00	363,185.00	0.0%
<b>300 Public Works &amp; Parks</b>	<b>395,276.00</b>	<b>17,141.71</b>	<b>378,134.29</b>	<b>4.3%</b>

## 400 Public Safety

030 Sales/Excise Taxes	24,970.00	15,404.89	9,565.11	61.7%
080 Intergovernmental Revenue	2,905.00	2,320.91	584.09	79.9%
100 Fines	3,200.00	1,440.30	1,759.70	45.0%
<b>400 Public Safety</b>	<b>31,075.00</b>	<b>19,166.10</b>	<b>11,908.90</b>	<b>61.7%</b>

<b>Fund Revenues:</b>	<b>2,402,635.00</b>	<b>996,806.09</b>	<b>1,405,828.91</b>	<b>41.5%</b>
-----------------------	---------------------	-------------------	---------------------	--------------

Expenditures	Amt Budgeted	Expenditures	Remaining
--------------	--------------	--------------	-----------

## 100 General

510 Salaries & Benefits	228,494.00	109,553.65	118,940.35	47.9%
520 Operating Expenses	57,448.00	34,440.98	23,007.02	60.0%
530 Utilities	26,243.00	10,990.19	15,252.81	41.9%
540 Insurance	22,902.00	22,789.69	112.31	99.5%
550 Governmental Services	9,740.00	3,728.71	6,011.29	38.3%
560 Supplies	4,700.00	1,116.14	3,583.86	23.7%
580 New Equipment	4,500.00	301.47	4,198.53	6.7%
590 Equipment Maintenance	1,800.00	285.22	1,514.78	15.8%
650 Contract/Prof. Services - Legal	35,000.00	17,554.10	17,445.90	50.2%
680 Fairs & Events	5,722.00	0.00	5,722.00	0.0%
720 Debt Service	55,141.00	0.00	55,141.00	0.0%



# 2022 BUDGET POSITION

Town Of Woodway

Time: 15:59:07 Date: 08/10/2022

Page: 2

001 General Fund Months: 01 To: 06

Expenditures	Amt Budgeted	Expenditures	Remaining	
100 General	451,690.00	200,760.15	250,929.85	44.4%

## 200 Building & Planning

510 Salaries & Benefits	162,950.00	80,644.30	82,305.70	49.5%
520 Operating Expenses	1,935.00	395.00	1,540.00	20.4%
550 Governmental Services	0.00	11,721.25	(11,721.25)	0.0%
560 Supplies	100.00	0.00	100.00	0.0%
630 Contract Services - Fire & BLS	500.00	3,412.00	(2,912.00)	682.4%
660 Contract/Prof. Services - Other	35,000.00	21,086.00	13,914.00	60.2%
670 Contract/Prof. Services - Other - Reimbursible	32,500.00	10,416.25	22,083.75	32.1%
200 Building & Planning	232,985.00	127,674.80	105,310.20	54.8%

## 300 Public Works & Parks

510 Salaries & Benefits	336,449.00	177,518.12	158,930.88	52.8%
520 Operating Expenses	2,550.00	470.45	2,079.55	18.4%
540 Insurance	15,151.00	15,066.85	84.15	99.4%
560 Supplies	1,550.00	135.18	1,414.82	8.7%
570 Fuel & Oil	4,700.00	1,796.87	2,903.13	38.2%
580 New Equipment	3,000.00	133.51	2,866.49	4.5%
590 Equipment Maintenance	4,500.00	418.49	4,081.51	9.3%
610 Vehicle Maintenance	2,520.00	372.71	2,147.29	14.8%
620 Facility Management	63,301.00	17,204.64	46,096.36	27.2%
660 Contract/Prof. Services - Other	40,300.00	2,210.00	38,090.00	5.5%
300 Public Works & Parks	474,021.00	215,326.82	258,694.18	45.4%

## 400 Public Safety

510 Salaries & Benefits	98,698.00	43,782.47	54,915.53	44.4%
520 Operating Expenses	2,000.00	75.00	1,925.00	3.8%
530 Utilities	530.00	200.05	329.95	37.7%
540 Insurance	9,340.00	9,255.46	84.54	99.1%
560 Supplies	1,350.00	429.08	920.92	31.8%
570 Fuel & Oil	1,200.00	560.68	639.32	46.7%
580 New Equipment	1,061.00	3,472.09	(2,411.09)	327.2%
590 Equipment Maintenance	266.00	209.95	56.05	78.9%
610 Vehicle Maintenance	1,250.00	1,550.97	(300.97)	124.1%
620 Facility Management	441.00	0.00	441.00	0.0%
630 Contract Services - Fire & BLS	592,975.00	296,485.00	296,490.00	50.0%
640 Contract Services - Police/Dispatch	241,772.00	172,462.85	69,309.15	71.3%
660 Contract/Prof. Services - Other	2,022.00	908.00	1,114.00	44.9%
400 Public Safety	952,905.00	529,391.60	423,513.40	55.6%

Fund Expenditures:	2,111,601.00	1,073,153.37	1,038,447.63	50.8%
--------------------	--------------	--------------	--------------	-------

Fund Excess/(Deficit):	291,034.00	(76,347.28)
------------------------	------------	-------------

# 2022 BUDGET POSITION

Town Of Woodway

Time: 15:59:07 Date: 08/10/2022

Page: 3

002 Replacement Reserve Fund Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
----------	--------------	----------	-----------

100 General

010 Property Taxes	20,000.00	20,000.00	0.00 100.0%
--------------------	-----------	-----------	-------------

100 General	20,000.00	20,000.00	0.00 100.0%
-------------	-----------	-----------	-------------

Fund Revenues:	20,000.00	20,000.00	0.00 100.0%
----------------	-----------	-----------	-------------

Fund Excess/(Deficit):	20,000.00	20,000.00
------------------------	-----------	-----------

# 2022 BUDGET POSITION

Town Of Woodway

Time: 15:59:07 Date: 08/10/2022

Page: 4

107 Affordable Housing Sales Tax Fund Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
----------	--------------	----------	-----------

100 General

030 Sales/Excise Taxes	1,700.00	572.67	1,127.33	33.7%
------------------------	----------	--------	----------	-------

100 General	1,700.00	572.67	1,127.33	33.7%
-------------	----------	--------	----------	-------

Fund Revenues:	1,700.00	572.67	1,127.33	33.7%
----------------	----------	--------	----------	-------

Expenditures	Amt Budgeted	Expenditures	Remaining
--------------	--------------	--------------	-----------

100 General

520 Operating Expenses	1,700.00	0.00	1,700.00	0.0%
------------------------	----------	------	----------	------

100 General	1,700.00	0.00	1,700.00	0.0%
-------------	----------	------	----------	------

Fund Expenditures:	1,700.00	0.00	1,700.00	0.0%
--------------------	----------	------	----------	------

Fund Excess/(Deficit):	0.00	572.67
------------------------	------	--------

# 2022 BUDGET POSITION

Town Of Woodway

Time: 15:59:07 Date: 08/10/2022

Page: 5

301 Capital Projects Fund (REET) Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
----------	--------------	----------	-----------

100 General

020 REET	200,000.00	61,559.44	138,440.56	30.8%
----------	------------	-----------	------------	-------

100 General	200,000.00	61,559.44	138,440.56	30.8%
-------------	------------	-----------	------------	-------

Fund Revenues:	200,000.00	61,559.44	138,440.56	30.8%
----------------	------------	-----------	------------	-------

Expenditures	Amt Budgeted	Expenditures	Remaining
--------------	--------------	--------------	-----------

100 General

720 Debt Service	60,000.00	19,920.63	40,079.37	33.2%
------------------	-----------	-----------	-----------	-------

100 General	60,000.00	19,920.63	40,079.37	33.2%
-------------	-----------	-----------	-----------	-------

300 Public Works & Parks

700 Capital Projects	455,000.00	0.00	455,000.00	0.0%
----------------------	------------	------	------------	------

740 Interfund Loans & Transfers	320,000.00	0.00	320,000.00	0.0%
---------------------------------	------------	------	------------	------

300 Public Works & Parks	775,000.00	0.00	775,000.00	0.0%
--------------------------	------------	------	------------	------

Fund Expenditures:	835,000.00	19,920.63	815,079.37	2.4%
--------------------	------------	-----------	------------	------

Fund Excess/(Deficit):	(635,000.00)	41,638.81
------------------------	--------------	-----------

# 2022 BUDGET POSITION

Town Of Woodway

Time: 15:59:07 Date: 08/10/2022

Page: 6

420 Stormwater Utility Fund Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
----------	--------------	----------	-----------

## 300 Public Works & Parks

040 Utility Taxes/Fees	80,000.00	43,059.19	36,940.81	53.8%
100 Fines	0.00	556.00	(556.00)	0.0%
300 Public Works & Parks	80,000.00	43,615.19	36,384.81	54.5%

Fund Revenues:	80,000.00	43,615.19	36,384.81	54.5%
----------------	-----------	-----------	-----------	-------

Expenditures	Amt Budgeted	Expenditures	Remaining
--------------	--------------	--------------	-----------

## 300 Public Works & Parks

520 Operating Expenses	4,796.00	3,577.47	1,218.53	74.6%
550 Governmental Services	5,100.00	2,383.42	2,716.58	46.7%
560 Supplies	982.00	508.00	474.00	51.7%
620 Facility Management	10,000.00	4,754.10	5,245.90	47.5%
650 Contract/Prof. Services - Legal	0.00	371.00	(371.00)	0.0%
660 Contract/Prof. Services - Other	46,000.00	1,000.00	45,000.00	2.2%
700 Capital Projects	45,000.00	100.00	44,900.00	0.2%
740 Interfund Loans & Transfers	43,185.00	0.00	43,185.00	0.0%
300 Public Works & Parks	155,063.00	12,693.99	142,369.01	8.2%

Fund Expenditures:	155,063.00	12,693.99	142,369.01	8.2%
--------------------	------------	-----------	------------	------

Fund Excess/(Deficit):	(75,063.00)	30,921.20
------------------------	-------------	-----------

# 2022 BUDGET POSITION

Town Of Woodway

Time: 15:59:07 Date: 08/10/2022

Page: 7

645 Custodial Fund Months: 01 To: 06

Revenues	Amt Budgeted	Revenues	Remaining
----------	--------------	----------	-----------

100 General

100 Fines	0.00	2,156.09	(2,156.09)	0.0%
-----------	------	----------	------------	------

100 General	0.00	2,156.09	(2,156.09)	0.0%
-------------	------	----------	------------	------

200 Building & Planning

050 Development Permits/Fees	0.00	58.50	(58.50)	0.0%
------------------------------	------	-------	---------	------

200 Building & Planning	0.00	58.50	(58.50)	0.0%
-------------------------	------	-------	---------	------

Fund Revenues:	0.00	2,214.59	(2,214.59)	0.0%
----------------	------	----------	------------	------

Fund Excess/(Deficit):	0.00	2,214.59
------------------------	------	----------

# TREASURER'S REPORT

## Fund Totals

Town Of Woodway

06/01/2022 To: 06/30/2022

Date: 08/10/2022

Page: 1

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	2,066,263.52	65,726.37	153,306.24	1,978,683.65	1,014.51	15,088.01	-793.25	1,993,992.92
002 Replacement Reserve Fund	80,709.44	0.00		80,709.44	0.00	0.00	0.00	80,709.44
107 Affordable Housing Sales Tax Fund	3,310.54	0.00		3,310.54	0.00	0.00	0.00	3,310.54
301 Capital Projects Fund (REET)	891,781.05	20,790.00		912,571.05	0.00	0.00	0.00	912,571.05
420 Stormwater Utility Fund	110,356.05	418.68	230.00	110,544.73	0.00	0.00	0.00	110,544.73
645 Custodial Fund	1,819.52	395.07		2,214.59	0.00	0.00	0.00	2,214.59
	<u>3,154,240.12</u>	<u>87,330.12</u>	<u>153,536.24</u>	<u>3,088,034.00</u>	<u>1,014.51</u>	<u>15,088.01</u>	<u>-793.25</u>	<u>3,103,343.27</u>

# TREASURER'S REPORT

## Account Totals

Town Of Woodway

06/01/2022 To: 06/30/2022

Date: 08/10/2022

Page: 2

Cash Accounts		Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	US Bank Checking Account	477,020.03	84,675.61	303,526.93	258,168.71	-793.25	16,102.52	273,477.98
3	LGIP Pool	2,677,110.09	152,266.80	0.00	2,829,376.89	0.00	0.00	2,829,376.89
5	Xpress	10.00	378.40	0.00	388.40	0.00	0.00	388.40
99	Petty Cash	100.00	0.00	0.00	100.00	0.00	0.00	100.00
Total Cash:		3,154,240.12	237,320.81	303,526.93	3,088,034.00	-793.25	16,102.52	3,103,343.27
		3,154,240.12	237,320.81	303,526.93	3,088,034.00	-793.25	16,102.52	3,103,343.27



# Town of Woodway

## Monthly Investment Report

### As of June 30, 2022

Investment Type	Beginning balance	Net earnings	Transfers in/out	Ending balance	Net Earnings Rate
CDs				\$ -	
LGIP	\$ 2,677,110.09	\$ 2,266.80	\$ 150,000.00	\$ 2,829,376.89	1.0150%
<b>Total</b>	<b>\$ 2,677,110.09</b>	<b>\$ 2,266.80</b>	<b>\$ 150,000.00</b>	<b>\$ 2,829,376.89</b>	

For comparison on	6/30/2022	3 month Treasury bill	1.66%
		6 month Treasury bill	2.44%

# **PART 3**

## **CONTRACT DOCUMENTS**

*THIS PAGE IS INTENTIONALLY LEFT BLANK.*

## **CONTRACT**

THIS AGREEMENT, made in three (3) copies, each of which shall be deemed original, and entered into as of the date hereinafter affixed, by and between Town of Woodway, hereinafter called the Owner, and **JB ASPHALT PAVING**, HEREINAFTER called the Contractor, WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for 2022 Pavement Preservation, in accordance with and as described in the attached plans and specifications, including Addenda   0   through   0  , which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof. Contract duration shall be 30 calendar days,

II. The Town of Woodway hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of prices bid and hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. The Contractor for themselves and for their heirs, executors, administrators, successors, and assigns does hereby agree to the full performance of all covenants herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to Town of Woodway by reason of entering into this contract, except as expressly provided herein.

V. This agreement consists of the following documents, all of which are incorporated by reference as if set forth in full herein, and are component parts hereof:

PART 1: INFORMATION FOR BIDDERS

PART 2: BID PACKAGE

PART 3: CONTRACT DOCUMENTS

PART 4: 2022 STANDARD SPECIFICATIONS (WSDOT/APWA)

PART 5: APPENDICES

Countersigned:

this \_\_\_\_ day of \_\_\_\_\_, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

Town of Woodway

Owner

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Approved as to form:

Contractor: JB ASPHALT PAVING

By \_\_\_\_\_

\_\_\_\_\_  
Legal Counsel for Owner

Address 22228 95TH PLACE WEST

EDMONDS, WA 98020

Phone Number 206-714-3271

**FINAL CONTRACT VOUCHER CERTIFICATE****Town of Woodway**

Contractor <u>JB Asphalt Paving</u>		Date _____
Street Address <u>22228 95th Place West</u>		
Town <u>Edmonds</u>	State <u>WA</u>	ZIP <u>98020</u>
Owner _____	PACE _____	Other _____
Project No. _____	Project No. _____	Project No. _____
Job Description (Title) <u>2022 Pavement Preservation Project</u>		
Date Work _____		
Physically Completed _____		Final Amount \$ _____

**Contractor's Certification**

I, the undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Owner nor have I rented or purchased any equipment or materials from any employee of the Owner; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the Owner for work performed and materials furnished under this contract; that I have carefully examined said final estimate and understand the same and that I hereby release the Owner from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.

\_\_\_\_\_  
Contractor Authorized Signature Required

\_\_\_\_\_  
Type Signature Name

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_,  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_

**Town of Woodway**

Town of Woodway hereby accepts the completed contract pursuant to Section 1 05.12 of the contract provisions.

---

Mayor or Designee

---

Date of Acceptance

**CONTRACT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS: That whereas the Town of Woodway has awarded to

---

JB Asphalt Paving  
(Contractor)

hereinafter designated as the "Principal," a contract for the construction of the Project designated 2022 Pavement Preservation, all as hereto attached and made a part hereof, and whereas said principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the principal and

---

(Surety)

a corporation, organized and existing under and by virtue of the laws of the State of Washington, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto Town of Woodway, a municipal corporation of the State of Washington in the sum of:

---

One-hundred-ninety-one thousand five-hundred-forty-five and 00/100 Dollars (\$191,545.00)  
(Total Amount of Contract Sum)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by those presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above-bonded principal, its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in the said contract and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work on their part and shall indemnify and save harmless the Town of Woodway, their officers and agents including PACE Engineers, Inc., and shall further save harmless and indemnify said Town of Woodway from any defect or defects in the quality of any part of the work or designated equipment covered by said contract which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall remain in full force and effect, provided that the liability hereunder for defects in materials and performance for a period of one (1) year after the acceptance of the work shall not exceed the sum of:



And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alterations, or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and three (3) counterparts thereof to be signed and sealed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TWO WITNESSES:  
(If sole proprietor or partnership)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal

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

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

ATTEST: (If Corporation)

Corporate Seal

By \_\_\_\_\_

Title \_\_\_\_\_

Surety

By \_\_\_\_\_

Its \_\_\_\_\_

Address of local office and agent of Surety  
Company:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for the Town of Woodway

*THIS PAGE IS INTENTIONALLY LEFT BLANK.*

## **LABOR AND MATERIALS PAYMENT BOND**

We, \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, jointly and severally bind ourselves,  
our heirs, successors and assigns as set forth herein to the TOWN OF WOODWAY (hereinafter  
called the Owner) for payment of the penal sum of  
One-hundred-ninety-one thousand five-hundred-forty-five and 00/100 Dollars (\$191,545.00)  
lawful money of the United States in connection with the Owner's award to the Contractor of a  
contract for construction ("Contract") of the following project:

### **2022 PAVEMENT PRESERVATION**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors and materialmen, taxing authorizes and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Owner, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with RCW Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modifications, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in four original counterparts on \_\_\_\_\_, 2022.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W. 39.08 may be addressed to:

\_\_\_\_\_  
(Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety's agent for service  
of process in Washington if different from above)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Its Attorney-in-Fact

Notice:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

## **PERFORMANCE BOND**

We, \_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, jointly and severally bind ourselves,  
our heirs, successors and assigns as set forth herein to the TOWN OF WOODWAY (hereinafter  
called the Owner) for payment of the penal sum of  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
lawful money of the United States in connection with the Owner's award to the Contractor of a  
contract for construction ("Contract") of the following project:

### **2022 PAVEMENT PRESERVATION**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least one (1) year after Physical Completion, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation.

This bond is provided pursuant to and in compliance with R.C.W. Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in four original counterparts on \_\_\_\_\_, 2022.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with R.C.W. 39.08 may be addressed to:

\_\_\_\_\_  
(Name and address of Surety)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety's agent for service  
of process in Washington if different from above)

\_\_\_\_\_

\_\_\_\_\_  
(Telephone No. of Surety's Washington agent)

(Attach acknowledgment)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

\_\_\_\_\_  
Its Attorney-in-Fact

Notice:

Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

## **Certificate of Insurance**

The Certificate of Insurance and the following Questionnaire are to be executed and delivered to the Owner at the time of execution of the Contract Agreement. The Certificate of Insurance shall have the coverages specified in Section 1-07.18 of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, current edition.



*THIS PAGE IS INTENTIONALLY LEFT BLANK.*

**INSURANCE COVERAGE QUESTIONNAIRE****NOTE: This questionnaire must be completed and attached to Certificate of Insurance**

For JB Asphalt Paving  
(Name of Insured)

Project Name 2022 Pavement Preservation Project

Project Number 22222

Project Owner Town of Woodway

<b>Are the following coverages and/or conditions in effect?</b>		
	<b>Yes</b>	<b>No</b>
The Policy form is ISO Commercial General Liability form CG 00 01 or CB 00 02 (circle one). If No, attach a copy of the policy with required coverages clearly identified.	<input type="checkbox"/>	<input type="checkbox"/>
Products and Completed operation coverage	<input type="checkbox"/>	<input type="checkbox"/>
Cross Liability clause (or equivalent wording)	<input type="checkbox"/>	<input type="checkbox"/>
Personal Injury Liability Coverage (with Employee Exclusion Deleted)	<input type="checkbox"/>	<input type="checkbox"/>
Broad Form Property Damage with X, C, U Hazards included	<input type="checkbox"/>	<input type="checkbox"/>
Blanket Contractual Liability coverage applying to this contract.	<input type="checkbox"/>	<input type="checkbox"/>
Employers Liability – Stop Gap	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement providing for additional insureds CG2010 (current edition) or equivalent	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement providing 45 days' notice	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement providing for separate limits, CG2501 (current edition)	<input type="checkbox"/>	<input type="checkbox"/>
Endorsement regarding District's obligation to notify Insurance Company upon the happening of an occurrence	<input type="checkbox"/>	<input type="checkbox"/>

Deductibles or SIRs: GL \_\_\_\_\_ AL \_\_\_\_\_ Excess \_\_\_\_\_

Insurer's Best Rating GL \_\_\_\_\_ AL \_\_\_\_\_ Excess \_\_\_\_\_

This Questionnaire is issued as a matter of information. This questionnaire is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policies indicated on the attached Certificate of Insurance.

<u>Agency/Broker</u>	<u>Completed by (type)</u>
<u>Address</u>	<u>Completed by (Signature)</u>
<u>Name of Person to contact</u>	<u>Telephone Number</u>

*THIS PAGE IS INTENTIONALLY LEFT BLANK.*



TOWN OF WOODWAY  
CLAIMS APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

---

Clerk Treasurer

The following transactions are approved for 2022 payment:

Claims checks #13911 through 13932 and EFT #1186.....\$29,794.83

This 6<sup>th</sup> day of September 2022.

---

Mayor

---

Councilmember

---

Councilmember

---

Councilmember

\*The three largest charges on the credit card bill are:

1. Town Fair banners: \$480.03
2. Town Fair food: \$449.25
3. Downstairs bathroom – door handle replacement: \$655.60



TOWN OF WOODWAY  
PAYROLL APPROVAL

“I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein and that the claim is a just, due, and unpaid obligation against the Town of Woodway, Snohomish County, Washington, and that I am authorized to authenticate and certify to said claims.”

---

Clerk-Treasurer

The following August 2022 Payroll transactions, for 8.75 FTE, are approved for 2022 payment:

EFT transactions #1143 through 1149, 1151 through 1163, and check #13910 .....\$65,612.30

This 31<sup>st</sup> day of August 2022

---

Mayor

---

Councilmember

---

Councilmember

---

Councilmember

\* There were 7.5 comp time hours from the Town Fair accrued in August 2022

# TOWN OF WOODWAY COUNCIL MEETING MINUTES

MONDAY, AUGUST 1, 2022  
6:00 P.M.

## Hybrid meeting

In-person at Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA 98020  
Virtually via Teams

<b>Members Present</b>	<input checked="" type="checkbox"/> Mayor Mike Quinn	<input checked="" type="checkbox"/> Councilmember Andrew DeDonker*
	<input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell*	<input checked="" type="checkbox"/> Councilmember John Brock
	<input checked="" type="checkbox"/> Councilmember Brian Bogen*	<input checked="" type="checkbox"/> Councilmember Rajeev Thakur
<b>Staff &amp; Guests Present</b>	<input checked="" type="checkbox"/> Town Administrator Eric Faison	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input type="checkbox"/> Town Attorney Greg Rubstello	<input type="checkbox"/> Town Planner Bill Trimm
	<input type="checkbox"/> Police Chief Alan Correa	<input type="checkbox"/> Public Works Director Terry Bryant

\*Attended virtually

### CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:00 p.m.

### PUBLIC COMMENTS

Rebecca Miner, Interim Superintendent for the Edmonds School District, introduced herself to the Council.

### II - PUBLIC HEARING: UPPER BLUFF DEVELOPMENT AGREEMENT AMENDMENT

Mayor Quinn opened the public hearing at 6:05 p.m.

- *Presentation*

Town Administrator Eric Faison presented the amendments to the development agreement. The amendments would be needed to accommodate the interests of a potential purchaser, who would like to build one single-family home on the northern parcel. The amendment also would remove provisions that are no longer applicable, such as references to annexation, which has already taken place.

- *Public Comment*

- The following people gave public comment:
  - Tom McCormick
  - Bill Krepick
  - Joyce Whitson

- Henry Veldman
- Dan Brady
- Alan Doman
- Tom Whitson
- Paige Lewis
- Rob Nelson, on behalf of his mother-in-law, Verla Houston
- The following topics were raised:
  - Whether the amendment constitutes a new agreement, thereby altering the property owner's vested rights
  - Concerns about prior and potential litigation
  - Slope stability and the potentially hazardous fill dirt on the property
  - Required environmental review for any development
  - Changes to the agreement that may increase ambiguity
  - Why the Town is spending energy and money on a project that likely can't be approved
  - Public safety – both lives and property
  - The liquefaction factor of the property
  - A request that the Council terminate the agreement
  - Who is responsible for the utilities on the property
- *Council Discussion*
  - Town Administrator Faison addressed all of the questions asked, including the following:
    - Stormwater utility work required to be performed by the property owner in the original agreement and the proposed amendment
    - Vesting
  - The following topics were discussed:
    - The potential implications of terminating the agreement
    - How much revenue the Town would potentially receive for different development scenarios
    - Dates in the amended agreement
    - The level of environmental review required will be determined by the Town's SEPA official, Town Planner Bill Trimm

Mayor Mike Quinn closed the public hearing at 7:32 p.m.

### **III - UPPER BLUFF DEVELOPMENT AGREEMENT AMENDMENT**

This item was postponed to a future meeting, the date of which is uncertain.

### **IV - APPROVAL OF PAYMENTS – AUGUST 1, 2022 CLAIMS**

*Councilmember Brock* moved to approve the August 1, 2022 claims checks #13874 through 13889 and EFT #975 totaling \$31,482.27 as amended. *Councilmember Thakur* seconded the motion. The motion passed unanimously.

### **III - APPROVAL OF PAYMENTS – JULY 2022 PAYROLL**

*Councilmember Thakur* moved to approve the July 2022 payroll transactions #927 through 947 totaling \$72,165.89. *Councilmember Brock* seconded the motion. The motion passed unanimously.

### **IV - APPROVAL OF MINUTES – JULY 18, 2022 MINUTES**

*Councilmember Brock* moved to approve the July 18, 2022 council meeting minutes as amended. *Councilmember Bogen* seconded the motion. The motion to approve the minutes as amended passed unanimously.

### **V - COUNCIL REPORTS**

*Councilmember Mitchell* requested an excused absence for the August 15 meeting.

*Councilmember Brock* recently attended a WRIA-8 meeting which discussed salmon recovery in the Cedar River. He also reported that he recently spent an afternoon pulling noxious weeds.

### **VI - MAYOR'S REPORT**

- Gave an update on Town Fair planning.
- Shared that some of the Puget Sound cities were considering forming a 501 (C) 3 entity to lobby for gun control.
- Updated the Council on the recent residential burglary.

### **VII - TOWN ADMINISTRATOR'S REPORT**

- Officer Mellema submitted his resignation notice. The police chief would be recruiting to fill the vacant position.

### **PUBLIC COMMENTS**

None.

### **GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS**

*Councilmember Brock* thanked staff for the information about the Upper Bluff project.

*Mayor Quinn* shared that the Council would discuss camping at an upcoming meeting.

### **ADJOURNMENT**

*Councilmember Bogen* moved to adjourn the meeting. *Councilmember DeDonker* seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:53 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

---

Heidi K. S. Napolitano, Clerk-Treasurer

---

Michael S. Quinn, Mayor

(These minutes accurately reflect what was said at the Council Meeting. Publication does not vouch for the veracity of these statements.)



**TOWN OF WOODWAY  
COUNCIL MEETING MINUTES**

**MONDAY, AUGUST 15, 2022  
6:00 P.M.**

**Hybrid meeting**

In-person at Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA 98020  
Virtually via Teams

<b>Members Present</b>	<input type="checkbox"/> Mayor Mike Quinn	<input type="checkbox"/> Councilmember Andrew DeDonker
	<input type="checkbox"/> Councilmember Elizabeth Mitchell	<input checked="" type="checkbox"/> Councilmember John Brock
	<input checked="" type="checkbox"/> Councilmember Brian Bogen*	<input checked="" type="checkbox"/> Councilmember Rajeev Thakur
<b>Staff &amp; Guests Present</b>	<input checked="" type="checkbox"/> Town Administrator Eric Faison*	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input type="checkbox"/> Town Attorney Greg Rubstello	<input type="checkbox"/> Town Planner Bill Trimm
	<input type="checkbox"/> Police Chief Alan Correa	<input checked="" type="checkbox"/> Public Works Director Terry Bryant*

\*Attended virtually

**CALL TO ORDER, FLAG SALUTE, ROLL CALL**

Councilmember Brock called the meeting to order at 6:03 p.m.

**AMEND THE AGENDA**

**ACTION:**

*Councilmember Brock* moved to amend the agenda to postpone agenda items II and VIII to a future meeting. *Councilmember Thakur* seconded the motion. The motion passed unanimously.

**PUBLIC COMMENTS**

Jay Grant, Edmonds Port Commissioner - District 3, introduced himself and shared information on some upcoming port projects.

Resident Bill Krepick commented on the proposed amendments to the Upper Bluff development agreement and paving costs.

**I - ORDINANCE 2022-640: WMC CHAPTER 7.16: TOWN CRIMINAL CODE - STATE STATUTES ADOPTED**

Town Administrator Faison presented Ordinance 2022-640: WMC Chapter 7.16: Town Criminal Code - State Statutes Adopted, which would update Woodway's criminal code to match changes in state law.

**ACTION:**

*Councilmember Bogen* moved to approve Ordinance 2022-640: WMC Chapter 7.16: Town Criminal Code - State Statutes Adopted. *Councilmember Thakur* seconded the motion. The motion passed unanimously.

**II - URBAN FOREST FIRE DISCUSSION**

This item was postponed to a future meeting.

**III - APPROVAL OF PAYMENTS – JULY 31, 2022 CLAIMS**

*Councilmember Bogen* moved to approve the July 31, 2022 claims EFTs #960 through 962 totaling \$885.27. *Councilmember Thakur* seconded the motion. The motion passed unanimously.

**III - APPROVAL OF PAYMENTS – AUGUST 15, 2022 CLAIMS**

*Councilmember Thakur* moved to approve the August 15, 2022 claims checks #13890 through 13909 totaling \$20,433.96. *Councilmember Brock* seconded the motion. The motion passed unanimously.

**IV - COUNCIL REPORTS**

*Councilmember Brock*

- thanked the staff & volunteers for a successful Town Fair.
- Asked for an update on traffic calming in the Twin Maples neighborhood.

**V - MAYOR'S REPORT**

None.

**VI - TOWN ADMINISTRATOR'S REPORT**

Shared that Olympic View Water & Sewer District would be holding a neighborhood meeting on September 21 at 6 p.m. to discuss the possibility of installing sewers in Twin Maples.

**VII - 2022 PAVEMENT PRESERVATION BID ACCEPTANCE**

Public Works Director Bryant explained the bidding process and shared that two bids were received. JB Asphalt Paving submitted the lowest bid; PACE Engineers recommended that the Town accept their bid. A brief discussion of oil prices followed.

**ACTION:**

*Councilmember Brock* moved to award the project to JB Asphalt Paving. *Councilmember Bogen* seconded the motion. The motion passed unanimously.

**VIII - QUARTER 2 2022 FINANCIAL REPORT**

This item was postponed to a future meeting.

**PUBLIC COMMENTS**

Resident Bill Krepick commented on the lack of blue reflectors that indicate the location of fire hydrants. Olympic View Water & Sewer District is responsible for replacing them.

### **GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS**

*Councilmember Bogen* asked when the Council would be discussing camping. Town Administrator Faison shared that it would be on the agenda for the next meeting.

*Councilmember Thakur* inquired about regulations around food trucks in Woodway.

### **ADJOURNMENT**

*Councilmember Bogen* moved to adjourn the meeting. *Councilmember Thakur* seconded the motion. The motion passed unanimously. The meeting was adjourned at 6:38 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

---

Heidi K. S. Napolitano, Clerk-Treasurer

---

Michael S. Quinn, Mayor

(These minutes accurately reflect what was said at the Council Meeting. Publication does not vouch for the veracity of these statements.)

**TOWN OF WOODWAY  
COUNCIL MEETING MINUTES**

**THURSDAY, AUGUST 25, 2022  
3:00 P.M.**

**Hybrid meeting**

In-person at Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA 98020  
Virtually via Teams

<b>Members Present</b>	<input checked="" type="checkbox"/> Mayor Mike Quinn*	<input checked="" type="checkbox"/> Councilmember Andrew DeDonker*
	<input type="checkbox"/> Councilmember Elizabeth Mitchell	<input checked="" type="checkbox"/> Councilmember John Brock*
	<input checked="" type="checkbox"/> Councilmember Brian Bogen*	<input checked="" type="checkbox"/> Councilmember Rajeev Thakur*
<b>Staff &amp; Guests Present</b>	<input checked="" type="checkbox"/> Town Administrator Eric Faison	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input type="checkbox"/> Town Attorney Greg Rubstello	<input type="checkbox"/> Town Planner Bill Trimm
	<input type="checkbox"/> Police Chief Alan Correa	<input checked="" type="checkbox"/> Public Works Director Terry Bryant*

\*Attended virtually

**CALL TO ORDER, FLAG SALUTE, ROLL CALL**

Mayor Quinn called the meeting to order at 3:00 p.m.

**PUBLIC COMMENTS**

None.

**I - RESTRIPING AND TRAFFIC CONTROL CONTRACT – STRIPE RITE**

Public Works Director Terry Bryant explained the bid process and presented the bid from Stripe Rite for Restriping and Traffic Control Services. A brief discussion followed.

**ACTION:**

*Councilmember Bogen* moved to accept the bid with Stripe Rite for Restriping and Traffic Control Services. *Councilmember DeDonker* seconded the motion. The motion passed unanimously.

**ADJOURNMENT**

*Councilmember Bogen* moved to adjourn the meeting. *Councilmember DeDonker* seconded the motion. The motion passed unanimously. The meeting was adjourned at 3:06 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

---

Heidi K. S. Napolitano, Clerk-Treasurer

---

Michael S. Quinn, Mayor

(These minutes accurately reflect what was said at the Council Meeting. Publication does not vouch for the veracity of these statements.)

Draft

**AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN THE TOWN OF WOODWAY AND  
BHC CONSULTANTS, LLC, BUILDING OFFICIAL, PLAN REVIEW, AND  
BUILDING INSPECTION SERVICES CONSULTANT**

THIS AGREEMENT, is made this \_\_\_\_ day of September 2022, by and between the Town of Woodway (hereinafter referred to as “Town”), a Washington Municipal Corporation, and BHC Consultants, LLC, an independent contractor (hereinafter referred to as “Service Provider”).

WHEREAS, Service Provider is in the business of providing the building official and building inspection services specified herein; and

WHEREAS, the Town desires to contract with Service Provider for the provision of building official, plan review, and building inspections services, and Service Provider agrees to contract with the Town for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

**TERMS**

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the Town. The Service Provider warrants that he/she has the requisite training, skill, and experience necessary to provide the Services.
2. **Payment.**
  - A. The Town shall pay Service Provider for the work in amounts as shown in Fee Schedule attached hereto as Attachment B. Service Provider shall submit monthly payment invoices to the Town after such services have been performed, and the Town shall make payment within thirty (30) days after the submittal of each approved invoice.
  - B. If the Town objects to all or any portion of any invoice, it shall so notify Service Provider of the same within ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion utilizing the dispute resolution process described in this agreement.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the Town hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the Town. None of the benefits provided by the Town to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the Town to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for their acts and for the acts of Service Provider's agents, employees, representatives and subcontractors during the performance of this Agreement. The Town may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder. The Service Provider may perform Building Official, Plan Review, and Building Inspection services for other clients during the term of this agreement so long as the performance of services for others does not interfere with the service requirements of this agreement.
4. **Duration of Work.** Service Provider shall perform the services described in Attachment A through December 31, 2022.
5. **Termination.**
  - A. Termination Upon the Town's Option. The Town shall have the option to terminate this Agreement at any time. Termination shall be effective upon thirty (30) days written notice to the Service Provider.
  - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the Town, then the Town may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have thirty (30) days to cure, to the satisfaction of the Town or its representative. If Service Provider fails to cure to the satisfaction of the Town, the Town shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
  - C. Rights upon Termination. In the event of termination, the Town shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the Town. The Town Administrator shall make the final determination about what services have been satisfactorily performed.
6. **Assignment and Subcontracting.** The Service Provider shall not assign any portion of this Agreement without the written consent of the Town. The parties agree that the services provided for herein are personal to the Service Provider who was accepted by the Town

for this contract based upon their personal skills and experience. It is further agreed that consent for an assignment must be sought by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment.

7. **Taxes.** The Town will not withhold federal or state taxes. All compensation received by the Service Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations.
8. **Indemnification / Hold Harmless.** Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the Town, its officers, officials, employees, and volunteers, the Service Provider's liability hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
9. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Town, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
10. **Town's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of their duties under this Agreement, the work must meet the approval of the Town and be subject to the Town's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state, and municipal laws, ordinances, rules, and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
11. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.



**12. Ownership of Products and Premises Security.**

- A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the Town.
- B. While working on the Town's premises, the Service Provider agrees to observe and support the Town's rules and policies relating to maintaining physical security of the Town's premises.

**13. Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Town and Service Provider.

**14. Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the Town shall be void.

**15. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**16. Non-Waiver of Breach.** The failure of the Town to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

**17. Dispute Resolution.** The Parties shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. Each Party shall notify the other in writing of any problem or dispute. This written notice shall include:

- A. A description of the issue to be resolved;
- B. A description of the difference between the Parties on the issue; and
- C. A summary of steps taken by the Parties to resolve the issue.

The Parties shall meet within ten (10) business days of receiving the written notice and attempt to resolve the dispute. In the event the Parties cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the Town and the Service Provider mutually agree to use a formal dispute process such as mediation, through an

agreed-upon mediator and process. All costs for mediation services would be divided equally between the Town and the Service Provider. Each party would be responsible for the costs of their own legal representation. The parties shall use the mediation process in good faith. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year above written.

**TOWN OF WOODWAY**

**SERVICE PROVIDER**

By: \_\_\_\_\_  
Michael S. Quinn, Mayor

By: \_\_\_\_\_  
Ronald A. Dorn, President  
BHC Consultants, LLC

**TOWN CONTACT**

Eric A. Faison, Town Administrator  
Town of Woodway  
23920 113<sup>th</sup> Place W.  
Woodway, WA 98020  
(206) 542-4443  
eric@townofwoodway.com

**SERVICE PROVIDER CONTACT**

William Hill  
BHC Consultants, LLC  
1601 Fifth Avenue, Suite 500  
Seattle, WA 98101  
(206) 718-8331  
William.Hill@bhccconsultants.com

**ATTEST/AUTHENTICATED**

By: \_\_\_\_\_  
Heidi K. S. Napolitano, Clerk-Treasurer

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Greg Rubstello, Town Attorney

## **Attachment A**

### **Scope of Services**

1. **Building Official Services.** Building Officials will be provided for code interpretation and administrative needs such as ordinance review and update, staffing needs, and department budget development and review. Building Official duties will be provided as determined by the Town.
2. **Plan Review.** The Service Provider will review plans submitted with building permit applications for structural and nonstructural code compliance in accordance with the currently adopted construction codes as adopted and amended by the state of Washington and the Town of Woodway. The service provider shall also review plans submitted with mechanical permit applications for the installation of outdoor mechanical equipment. The review shall be limited to the location of the equipment to ensure compliance with the adopted building setback requirements.
  - A. The Service Provider will not design for the applicant, make any structural changes on the plans, or make any changes that directly contradict other information on the plans. Significant changes must be made by or under the direction of the applicant or design professional.
  - B. Reviews shall be done by the Service Provider's onsite staff or at the Service Provider's office.
  - C. If corrections or additions are required, the reviewer will write a review letter addressed to the applicant. The correction letter will indicate to the applicant that they are required to submit the revisions/additions to the Town per the submittal requirements for the permit type under review.
  - D. The Service Provider will indicate that the drawings have been reviewed and found to be in substantial compliance with applicable construction codes and ordinances. The reviewer's name and date of compliance will be affixed to each sheet in all electronic plans and on up to three paper sets of drawings including the cover sheet.
  - E. Complete reviews will include structural, nonstructural, building setback, building height, accessibility, energy, and ventilation requirements. Partial reviews will be indicated as either structural or nonstructural or as mutually agreed upon.
3. **Process**
  - A. The Service Provider's staff will determine which plans are to be reviewed on site or sent to the Service Provider's office. Basic "over the counter" type permits will be reviewed at the Town by the Service Provider's inspector or the Town's building

inspector, at the Town's discretion. New Single-family and commercial plans will mostly be reviewed by the Service Provider's staff at the Service Provider's office.

- B. The Town will intake, track, and process the permit applications and all revisions per current building and permit administration procedures.
- C. The Town will be responsible for the transportation and cost of delivering permit review documents to the Service Provider. The Service Provider will be responsible for the transportation and cost of returning permit review documents back to the Town.
- D. The Service Provider will complete the initial review and will have either approved the application and notified the Town of approval or contacted the applicant and the Town with corrections within the time frames listed below:

<b>Project Type</b>	<b>Initial Review</b>	<b>Re-Review</b>
<b>Mechanical Equip.</b>	<b>3 days</b>	<b>3 days</b>
Single-Family	10 days (2 weeks)	5 days (1 week)
Multi-Family	15 days (3 weeks)	10 days (2 weeks)
Commercial	20 days (4 weeks)	15 days (3 weeks)
All other types of permit applications	To be negotiated	To be negotiated

- E. The Service Provider will review any revisions or additional information and will either indicate compliance with the code(s) against which it was checked and notify the Town of compliance, or if the drawings are still not complete, contact the applicant and the Town with additional revision requests within the time frames specified above.
  - F. The review time may be negotiated based on the number and complexity of projects to be reviewed. The Service Provider will not be held responsible for delays beyond the Service Provider's control. During heavy workloads or schedule delays, the Service Provider shall notify the Town of revisions to estimated target dates.
4. **Building Inspection Services.** The Service Provider will provide an ICC certified building inspector on an as needed basis or as otherwise required by the Town.
- A. The Service Provider inspector will perform the following inspection tasks:
    - i. Non-structural life safety inspections including building setback and building height when applicable. Owner/applicant shall have property lines identified for the inspector. Consistent with the Town's practice, the Service Provider may require the owner/applicant to provide a height survey of the

building by a third-party engineer or surveyor registered with the State of Washington prior to approval of the framing inspection.

- ii. Structural inspections
- iii. Energy code inspections
- iv. Barrier free inspections
- v. Mechanical & plumbing inspections

- B. The inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code (WAC 51-50 and 51-51), and Energy Code (WAC 51-11), and the applicable Town Building Codes, except that inspector will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
- C. Inspections will be done in accordance with codes, ordinances, and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.

#### **5. Additional Services Provided.**

- A. Building Official services will be provided for code interpretation and administrative needs such as ordinance review and update, staffing needs, and department budget development and review.
- B. If performed by the Service Provider, Civil/Site plan reviews will be charged at the hourly rates shown in Attachment B.
- C. Pre-application plan review meetings to review code requirements and Town department permit coordination will be charged at the hourly rates shown in Attachment B.
- D. Review of deferred submittals will be charged at the hourly rates shown in Attachment B.
- E. Revisions to plans that require additional plan review will be charged at the hourly rates shown in Attachment B.
- F. Attendance at meetings when requested by the Town will be charged at the hourly rates shown in Attachment B.

## Attachment B

### Schedule of Rates, Charges, And Fees

Classification	Hourly Rate
Building Inspector (Combination)	\$95
Principal Consultant (Building Official)	\$180
Plan Checker I (hourly charges)	\$150
Plan Reviewer II - Structural	\$200
Civil/site plan review (P.E.)	\$150
Administration Assistance	\$75

1. **Plan Review Fees:** For reviews sent to the Service Provider due to complexity or project size. These fees are not intended for reviews performed at the Town of Woodway by onsite inspector. At the request of the Town and with concurrence by the Service Provider, plan review fees may be determined to be charged at the hourly rate as identified above as opposed to the following “fixed fee” rates.

- A. Residential - Complete Plan Review: Single Family Dwellings will be charged at 65% of the Town’s collected Plan Review fee (complete review including structural, non-structural, mechanical, plumbing, State Energy, and applicable items in the Town ’s Municipal Code).

- i. These fees include the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Attachment B.

- B. Residential - Partial Plan Review (structural only or nonstructural only)

- i. 40% of the Town-collected Plan Review fee.

- C. Non-Residential - Complete Plan Review

- i. IBC Non-structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, IMC and/or UPC.
  - ii. 75% of the Town-collected Plan Review fee.
  - iii. (\$250 minimum)

- D. Non-Residential - Partial Review - Will consist of one of the following:

- i. IBC Non-structural Fire & Life Safety including mechanical/plumbing when issued as part of a combination building permit, and State Energy and Accessibility review

-OR-

ii. IBC Structural ONLY

- i. 50% of the plan review fee calculated. (\$250 minimum)

E. Mechanical/Plumbing (issued as separate permit)

- i. When permit for such work is issued separately from a building combination permit and permit fee is based on valuation of such work separate from building permit, fee will be assessed at the partial review percentage noted above. If permit fee is based on unit fee per the IMC or UPC, fee will be charged the hourly rate.

F. If requested, Civil/Site Plan review will be charged at the hourly civil plan review rates.

- i. These fees include the initial plan review plus one (1) recheck. When substantial revisions occur to previously reviewed and /or approved plans, additional fees shall be charged at the hourly rates shown in Attachment B.

**2. Additional:**

- A. All other review services and reviews in excess of two (the initial review plus one re-check) shall be paid on a time-and-expense basis using the hourly rate.
- B. In-house (at Town's location) plan review and other services will be provided as directed by the Town and agreed upon by the Service Provider on a time-and-expense basis using an hourly rate.
- C. Valuation figures used to determine the plan review fees will be calculated based on the Town's adopted Fee Schedule or Resolution.
- D. Each billing statement will include the permit application number and owner or project name of the plans reviewed with the fee.
- E. Billing statements will be issued for reviews that receive a complete initial review in the preceding month or other acceptable time period.
- F. The Town shall have the right to withhold payment to the Service Provider for any work not completed in a satisfactory manner until such time that the consultant modifies such work to the satisfaction of the Town.
- G. The cost of delivering plans for review to the Service Provider will be incurred by the Town. The cost of delivering reviewed plans back to the Town will be incurred by the Service Provider.

- H. For inspection services, one hour of travel time will be charged at the Building Inspector rate for each day of travel to Town's location. Mileage travel rates (as listed in J below) are portal to portal from inspector's residence or the Seattle office, whichever is less, for on-call services.
- I. For building official services, travel time will be charged at the Building Official rate. Mileage travel rates (as listed in J below) are portal to portal from building official's residence or the Seattle office, whichever is less, for on-call services.
- J. All mileage included by the Service Provider's inspector will be reimbursed at the most current IRS rate, currently \$0.625 cents per mile. Mileage will not be assessed on travel using Town-supplied vehicle.
- K. The Service Provider's normal workdays are Monday through Friday (8am~5pm). Office work on Saturdays, Sundays, or Town holidays will be performed only at specific request of the Town. Billing for work performed outside normal work hours on Saturdays, Sundays, or Town Holidays shall be at 150% of the rates shown above.
- L. This Schedule of Hourly Rates is effective as of January 1, 2022. Rates are subject to annual review.