

TOWN OF WOODWAY
COUNCIL MEETING AGENDA

TUESDAY, FEBRUARY 20, 2024
6:00 P.M.

Woodway Town Hall | 23920 113th Place W. | Woodway, WA

- 6:00 P.M. Call to Order, Flag Salute, & Roll Call
- 6:00 P.M. Public Comments*
- 6:05 P.M. I Approval of Payments – *February 20, 2024 Claims*
- 6:10 P.M. II Approval of Minutes – *January 16, 2024; February 5, 2024 Special Meeting; February 5, 2024*
- 6:15 P.M. III Council Reports
- 6:20 P.M. IV Mayor’s Report
- 6:25 P.M. V Town Administrator’s Report
- 6:40 P.M. VI Middle Housing Grant Contract with WA Dept of Commerce
- 6:45 P.M. VII Ordinance 2024-653: WMC 1.04.100 – Scrivener’s Errors
- 6:50 P.M. VIII Ordinance 2024-654: WMC 11.01 - Storm and Surface Water Utility - Code Update
- 6:55 P.M. IX Resolution 2024-457: Facility Use Policy Update
- 7:00 P.M. X Resolution 2024-458: Credit/Purchasing Card Policy Update
- 7:05 P.M. XI Resolution 2024-459: Asset Management Policy Update
- 7:10 P.M. XII Resolution 2024-460: Fee Schedule Update
- 7:20 P.M. XIII Resolution 2024-461: Reserve Policy Update

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
COUNCIL MEETING AGENDA

CONTINUED

- 7:25 P.M. Public Comments*
- 7:30 P.M. General Council Discussion – Choice of Subjects
- 7:35 P.M. Meeting Ends

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
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 2024 payment:

Claims checks #14445 through 14459 and EFT #260.....\$14,456.60

This 20th day of February 2024.

Mayor

Councilmember

Councilmember

Councilmember

*Note: one large item is being paid

- \$7,676.63 for Engineering Services including \$4,873.88 that is reimbursable for development review/inspection, \$1,451.25 for work on the Storwmater Comp Plan, and \$1,351.50 for work on Twin Maples traffic calming

TOWN OF WOODWAY
COUNCIL MEETING MINUTES

TUESDAY, JANUARY 16, 2024
6:00 P.M.

Woodway Town Hall | 23920 113th Place W. | Woodway, WA

- | | | |
|-----------------------------------|---|--|
| Members Present | <input checked="" type="checkbox"/> Mayor Mike Quinn | <input checked="" type="checkbox"/> Councilmember Rajeev Thakur |
| | <input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell | <input checked="" type="checkbox"/> Councilmember Jim Willett |
| | <input checked="" type="checkbox"/> Councilmember John Brock | <input type="checkbox"/> Councilmember Steve Mitchell |
| Staff & Guests Present | <input checked="" type="checkbox"/> Town Administrator Eric Faison* | <input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano |
| | <input checked="" type="checkbox"/> Public Works Director Terry Bryant* | <input type="checkbox"/> Town Engineer John Forba |
| | <input type="checkbox"/> Police Chief Jason Valentine | <input type="checkbox"/> Fire Chief Matt Cowan |
| | <input type="checkbox"/> Town Planner Bill Trimm | <input type="checkbox"/> Town Attorney Greg Rubstello |

*Attended virtually

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:04 p.m. Councilmember E. Mitchell arrived at 6:09 p.m. Councilmember S. Mitchell was absent.

I - PRESENTATION – PORT OF EDMONDS

Angela Harris, Executive Director, and Brandon Baker, Deputy Executive Director, presented information on the Port's north portwalk and seawall reconstruction project. After the presentation, they asked the Council to consider signing a letter of support for one of their related grant proposals.

PUBLIC COMMENTS

The following people commented:

- Resident Diane Cashman
- Resident Bill Krepick

The following subjects were addressed:

- Traffic calming options for Twin Maples
- Communication

II - APPROVAL OF PAYMENTS – DECEMBER 31, 2023 CLAIMS

Councilmember E. Mitchell moved to approve the December 31, 2023 claims checks #14409 through 14420 and EFTs #1715, 1728, & 1729 totaling \$12,713.97. Councilmember Brock seconded the motion. The motion passed unanimously.

II - APPROVAL OF PAYMENTS – JANUARY 16, 2024 CLAIMS

Councilmember Brock moved to approve the January 16, 2024 claims checks #14421 through 14427 totaling \$163,381.13. *Councilmember Willett* seconded the motion. The motion passed unanimously.

III - COUNCIL REPORTS

Councilmember Thakur:

- Shared that he was still reviewing the questions posed by Mr. Krepick.

Councilmember Brock:

- Participated in the recent Coffee with the Mayor
- Reported on several upcoming meetings.

IV - MAYOR'S REPORT

- The latest edition of the Woodway Whisper was recently mailed to residents.
- Shared additional comments about the Coffee with the Mayor.
- Reported on the January 10 study session materials.
- Gave a brief update on the Boundary Review Board process.
- Shared the progress of the Comprehensive Plan update.

V - TOWN ADMINISTRATOR'S REPORT

- Shared additional information on the upcoming Planning Commission public hearing.
- Informed the Council that an updated draft Reserve Policy would be brought to the next meeting.

VI - TWIN MAPLES PEDESTRIAN SAFETY

Public Works Director Terry Bryant presented several options and estimated costs for pedestrian safety amendments in Twin Maples, as the Council directed. Discussion followed. The consensus of the Council was to obtain bids for the two speed humps option. Unless the bids come back higher than the authorization amounts for the Mayor to execute the contract without Council approval, staff will proceed without further input from Council.

VII - REPRESENTATIVES TO REGIONAL ORGANIZATIONS

Moved to a future meeting.

PUBLIC COMMENTS

The following people commented:

- Resident Lynda Tripp
- Resident Buck Jorgensen
- Tom McCormick

The following subjects were addressed:

- Twin Maples traffic calming
- The Town's Shoreline Master Program

GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS

- Council discussed Mr. McCormick's comments.

MEETING ENDS

Councilmember Brock moved to end the meeting. *Councilmember Thakur* seconded the motion. The motion passed unanimously. The meeting ended at 7:28 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 SPECIAL MEETING MINUTES**

**MONDAY, FEBRUARY 5, 2024
5:30 P.M.**

Woodway Town Hall | 23920 113th Place W. | Woodway, WA

- | | | |
|-----------------------------------|--|--|
| Members Present | <input checked="" type="checkbox"/> Mayor Mike Quinn | <input type="checkbox"/> Councilmember Rajeev Thakur |
| | <input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell | <input checked="" type="checkbox"/> Councilmember Jim Willett |
| | <input checked="" type="checkbox"/> Councilmember John Brock | <input checked="" type="checkbox"/> Councilmember Steve Mitchell |
| Staff & Guests Present | <input checked="" type="checkbox"/> Town Administrator Eric Faison | <input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano |
| | <input type="checkbox"/> Public Works Director Terry Bryant | <input type="checkbox"/> Town Engineer John Forba |
| | <input type="checkbox"/> Police Chief Jason Valentine | <input type="checkbox"/> Fire Chief Matt Cowan |
| | <input type="checkbox"/> Town Planner Bill Trimm | <input checked="" type="checkbox"/> Town Attorney Greg Rubstello* |

*Attended virtually

CALL TO ORDER, ROLL CALL

Mayor Quinn called the meeting to order at 5:34 p.m. Councilmember Thakur was absent.

I - EXECUTIVE SESSION FOR APPROXIMATELY 10 MINUTES TO DISCUSS POTENTIAL LITIGATION

At 5:35 p.m., Mayor Quinn recessed to executive session until approximately 5:59 p.m. to discuss potential litigation.

At 6:00 p.m., Mayor Quinn extended the executive session until approximately 6:10 p.m. At 6:10 p.m., Mayor Quinn extended the executive session until approximately 6:20 p.m.

At 6:23 p.m., Mayor Quinn reconvened the meeting.

MEETING ENDS

Councilmember S. Mitchell moved to end the meeting. *Councilmember Brock* seconded the motion. The motion passed unanimously. The meeting ended at 6:23 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, FEBRUARY 5, 2024
6:00 P.M.

Woodway Town Hall | 23920 113th Place W. | Woodway, WA

- | | | |
|-----------------------------------|--|--|
| Members Present | <input checked="" type="checkbox"/> Mayor Mike Quinn | <input type="checkbox"/> Councilmember Rajeev Thakur |
| | <input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell | <input checked="" type="checkbox"/> Councilmember Jim Willett |
| | <input checked="" type="checkbox"/> Councilmember John Brock | <input checked="" type="checkbox"/> Councilmember Steve Mitchell |
| Staff & Guests Present | <input checked="" type="checkbox"/> Town Administrator Eric Faison | <input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano |
| | <input type="checkbox"/> Public Works Director Terry Bryant | <input type="checkbox"/> Town Engineer John Forba |
| | <input type="checkbox"/> Police Chief Jason Valentine | <input type="checkbox"/> Fire Chief Matt Cowan |
| | <input type="checkbox"/> Town Planner Bill Trimm | <input type="checkbox"/> Town Attorney Greg Rubstello |

*Attended virtually

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:04 p.m. Councilmember Thakur had an excused absence.

PUBLIC COMMENTS

The following people commented:

- Resident Bill Krepick

The following subjects were addressed:

- Recent written public comments

I - RATIFY PREVIOUSLY APPROVED PAYMENTS – DECEMBER 31, 2023 CLAIMS

Councilmember Brock moved to ratify the previously approved 2023 claims checks #14428 through 14431, totaling \$7,607.21. *Councilmember Willett* seconded the motion. The motion passed unanimously.

I - APPROVAL OF PAYMENTS – FEBRUARY 5, 2024 CLAIMS

Councilmember E. Mitchell moved to approve the February 5, 2024 claims checks #14432 through 14444 totaling \$35,889.63. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

I - APPROVAL OF PAYMENTS – JANUARY 2024 PAYROLL

Councilmember Willett moved to approve the January 2024 payroll EFT transactions #142 through 163 & 178 totaling \$73,482.36. *Councilmember Brock* seconded the motion. The motion passed unanimously.

II - APPROVAL OF MINUTES – JANUARY 2, 2024 MINUTES

Councilmember Willett moved to approve the January 2, 2024 council meeting minutes. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

II - APPROVAL OF MINUTES – JANUARY 10, 2024 SPECIAL MEETING MINUTES

Councilmember E. Mitchell moved to approve the January 10, 2024 council special meeting minutes. *Councilmember Brock* seconded the motion. The motion passed unanimously.

III - COUNCIL REPORTS

Councilmember Brock:

- Reported on several recent meetings. He suggested that the Town consider how it would handle an online public comment (Zoom bombing) episode.
- Shared positive comments about new Public Works Crewmember Kyle Gage.

Councilmember E. Mitchell:

- Reported on two recent meetings.

IV - MAYOR'S REPORT

- Presented two fee notices included in the packet.
- Shared some information about recent police activity.
- Reported on increased presence by the Town's police officers.
- Public Works is collecting additional speed data throughout Town.

V - TOWN ADMINISTRATOR'S REPORT

- Shared information on the additional speed data being collected.
- Gave an update on state legislative activity.
- Clerk-Treasurer Napolitano commented on Councilmember Brock's public comment concerns and shared information from the recent WCIA meeting.
- Boundary Review Board hearing was scheduled for February 29.
- Shared updates on the Town's Shoreline Master Program, floodplain regulations, and the Comprehensive Plan update progress.
- Discussed non-conforming use issue.
- Shared an update on the draft Reserve Policy that will be brought to the Council at the next meeting.
- Clarified several items related to topics addressed at the recent study session.
- Notified the Council that a follow-up community public safety meeting would be scheduled.

VI - PORT OF EDMONDS – LETTER OF SUPPORT FOR GRANT APPLICATION

The consensus of the Council was to have the Mayor sign the draft letter in the packet.

VII - STATE AUDITOR'S OFFICE DATA SHARING AGREEMENT

Clerk-Treasurer Napolitano presented the State Auditor's Office Data Sharing Agreement, which was a continuation of a previous agreement.

ACTION:

Councilmember E. Mitchell moved to authorize the Mayor to sign the State Auditor’s Office Data Sharing Agreement. *Councilmember Brock* seconded the motion. The motion passed unanimously.

VIII - ORDINANCE 2024-652: WMC 2.16 – COMPENSATION OF OFFICERS AND EMPLOYEES

Mayor Quinn presented Ordinance 2024-652: WMC 2.16 – Compensation of Officers and Employees, which would authorize additional pay for time spent participating in job-related training and professional development for part-time employees.

ACTION:

Councilmember Brock moved to adopt Ordinance 2024-652: WMC 2.16 – Compensation of Officers and Employees. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

IX - REPRESENTATIVES TO REGIONAL ORGANIZATIONS

Clerk-Treasurer Napolitano presented the draft list of representatives to regional organizations; the Council discussed the assignments. No changes were made.

PUBLIC COMMENTS

The following people commented:

- Tom McCormick
- Resident Bill Krepick

The following subjects were addressed:

- Annexation
- The Town’s Shoreline Master Program
- Town staffing levels

GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS

- Asked for an update on the Twin Maples speed humps bid process.
- Attendance at the Snohomish County permit hearing.
- Speed data.

MEETING ENDS

Councilmember Brock moved to end the meeting. *Councilmember Thakur* seconded the motion. The motion passed unanimously. The meeting ended at 7:28 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.)



Interagency Agreement with

Woodway

through

Growth Management Services

Contract Number:

24-63336-166

For

Middle Housing Grant

Dated:

Date of Execution

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Face Sheet

Contract Number: 24-63336-166

Local Government Division Growth Management Services Middle Housing Grants

1. Contractor City of Woodway 20320 113th Place W Woodway, WA-98020		2. Regional Planner Ted Vanegas Ted.Vanegas@commerce.wa.gov	
3. Contractor Representative Bill Trimm Consulting Town Planner 206-543-4443 Bill@townofwoodway.com		4. COMMERCE Representative Anne Aurelia Fritzel 1011 Plum Street SE Housing Planning Manager Olympia, WA 98504 360-259-5216 Anne.Fritzel@commerce.wa.gov	
5. Contract Amount \$35,000	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date Date of Execution
8. End Date June 30, 2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN N/A			
10. Tax ID # N/A	11. SWV # 0306821	12. UBI # 312-003-932	13. UEI # N/A
14. Contract Purpose For activities that support the preparation and adoption of policies and/or codes and other measures specific to implement middle housing (RCW 36.70A.030(26)) by applicable statutory deadlines.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, and Attachment "B" – Budget.			
FOR CONTRACTOR <hr/> Mike Quinn, Mayor <hr/> Date		FOR COMMERCE <hr/> Mark K. Barkley, Assistant Director Local Government Division <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$35,000 (thirty five thousand dollars), for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of deliverables provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63336-166.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. Any payment made by COMMERCE

for costs that are determined to be duplicate, in Commerce's sole determination, shall be subject to recapture and may result in suspension or termination of this Contract.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B.** "COMMERCE" shall mean the Washington Department of Commerce.
- C.** "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D.** "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F.** "State" shall mean the state of Washington.
- G.** "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A.** "Confidential Information" as used in this section includes:
 - i.** All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii.** All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a

determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE

Attachment A: Scope of Work

Grant Objective: The primary and single objective of the grant is to enable the Town to update its zoning, subdivision and design guidelines to address the new middle housing legislative amendments in house bill 1110 and RCW 58.17.060(unit lot subdivisions).			
Actions/Steps/ Deliverables	Description	Start Date	End Date
Action 1	Review available resources and identify potential town code revisions to address middle housing	Contract execution date	March 2024
Step 1.1	Review Commerce informational material and legislative enactments related to development code revisions		
Step 1.2	Discuss with Planning Commission and provide public notifications of upcoming code revisions		
Deliverable 1	Memorandum of Potential Town Code Revisions to Address Middle Housing		March 30, 2024
Action 2	Draft Middle Housing Zoning Code Revisions	March 2024	June 15, 2024
Step 2.1	Conduct Assessment of Residential Zone Districts WMC 14.24-40 and Determine Applicable Code Sections for Revisions		
Step 2.2	Review Commerce Model Regulations related to Zoning and discuss applicable sections with Planning Commission		
Deliverable 2	Draft Middle Housing Zoning Code Revisions		June 15, 2024
Action 3	Draft Unit Lot and Design Regulations Revisions for Middle Housing	August 2024	November 2024
Step 3.1	Conduct Assessment of Unit Lot section WMC 13.04-48 and Determine Applicable Sections for Revisions		
Step 3.2	Review Commerce Model Regulations related to Unit Lot and design guidelines.		
Deliverable 3	Draft Unit Lot and Design Guidelines Revisions	July 2024	November 30, 2024
Action 4	Prepare Planning Commission Resolution and Town Council Ordinance		
Step 4.1	Prepare zoning, Unit Lot and Design guidelines draft for public review		
Step 4.2	Issue SEPA documentation and submit Notice of Action to Commerce		

Deliverable 4	Adoption of Resolution for Planning Commission and Ordinance for Town Council Consideration	December 2024	June 15, 2025
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Attachment B: Budget

Grant Objective: The primary and single objective of the grant is to enable the Town to update its zoning, subdivision and design guidelines to address the new middle housing legislative amendments in house bill 1110 and RCW 58.17.060 (unit lot subdivisions).	Deliverable Date and Fiscal Year	Commerce Funds
Deliverable 1. Memorandum of Potential Town Code Revisions to Address Middle Housing	FY1 – March 30, 2024	\$8,750
Deliverable 2. Draft Middle Housing Zoning Code Revisions	FY1 – June 15, 2024	\$8,750
Deliverable 3. Draft Unit Lot and Design Guidelines Revisions	FY2 – November 30, 2024	\$8,750
Deliverable 4. Adoption of Resolution for Planning Commission and Ordinance for Town Council Consideration	FY2 – June 15, 2025	\$8,750
Total:		\$35,000

Funds must be invoiced in the appropriate fiscal year (FY1 or FY 2), or they may not be able to be paid. Please be sure to invoice for all FY 1 by June 30, 2024 and FY 2 by June 30, 2025.

TOWN OF WOODWAY

ORDINANCE 2024-653

AN ORDINANCE OF THE TOWN OF WOODWAY ADDING A NEW SECTION 1.04.100: AUTHORITY TO CORRECT SCRIVENER'S ERRORS TO THE WOODWAY MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Town of Woodway recognizes that scrivener's errors occasionally occur; and

WHEREAS, the Town Council wishes to expedite correction of those errors;

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

Section 1. New Section 1.04.100, as stated in Exhibit A, is hereby added to the Woodway Municipal Code.

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 20th day of February 2024 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:

Draft

TOWN OF WOODWAY

ORDINANCE 2024-653 | EXHIBIT A

WMC CHAPTER 1.04: GENERAL PROVISIONS

NEW SECTION: 1.04.100

1.04.100 AUTHORITY TO CORRECT SCRIVENER'S ERRORS.

- A. The Town Attorney and Clerk-Treasurer are hereby each individually authorized to correct scrivener's errors in the Town code and in ordinances and resolutions adopted by the Council without the need for re-adoption of the Town code provision, ordinance, or resolution.
- B. For purposes of this section, a scrivener's error includes one or more of the following:
 - 1. Misspelling.
 - 2. Grammatical error.
 - 3. Numbering error.
 - 4. Cross-referencing error.
 - 5. Inconsistency with the style used for the Town code.

MEMO

TO: MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS
FROM: HEIDI K. S. NAPOLITINO, CLERK-TREASURER
SUBJECT: ORDINANCE 2024-654: WMC 11.01
DATE: FEBRUARY 16, 2024
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings Mayor & Councilmembers,

While reviewing/updating the fee schedule (which will be reviewed later this meeting), staff noted that the stormwater utility service charges and capital facility charges were outlined in the code, rather than in the fee schedule like most of the Town's other fees/charges. This can result in a lack of periodic review.

The proposed updates move the charges to the fee schedule. This will allow for more flexibility if they need to be changed in the future while simultaneously decreasing the amount of staff time needed to make changes.

In addition, staff is recommending a yearly automatic increase to stormwater utility service charges based on the CPI-U (inflation index), with a minimum increase of 3%. This will also streamline the update process while ensuring that service charge increases are equitable and related to market conditions.

Staff is also proposing minor changes to several definitions.

If you have questions, please let me know.

TOWN OF WOODWAY

ORDINANCE 2024-654

AN ORDINANCE OF THE TOWN OF WOODWAY AMENDING WOODWAY MUNICIPAL CODE (WMC) CHAPTER 11.01 - STORM AND SURFACE WATER UTILITY; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Town of Woodway enacted a storm and surface water utility, codified in WMC 11.01, in June 2007; and

WHEREAS, the Town incorporated the service charges and capital facilities charges into WMC 11.01; and

WHEREAS, the existing service charges fail to provide adequate revenue to meet the operational costs of the utility and the Town Council has determined it is necessary and in the public interest to increase administrative flexibility and decrease the administrative burden by moving those fees to the fee schedule and adding an annual increase based on the June-to-June CPI-U for Seattle-Tacoma-Bellevue; and

WHEREAS, certain changes to the definitions set forth in WMC 11.01.040 are appropriate and in the public interest;

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

Section 1. WMC Section 11.01.110: Storm and surface water service charges, as amended in Exhibit A, is hereby adopted.

Section 2. WMC Section 11.01.150: Capital Facilities Charges, as amended in Exhibit B, is hereby adopted.

Section 3. WMC Section 11.01.040: Definitions, as amended in Exhibit C, is hereby adopted.

Section 4. 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 5. This Ordinance shall take effect 5 days after date of publication by ordinance title only.

PASSED this 20th day of February 2024 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 2024-654 | EXHIBIT A

WMC SECTION 11.01.110:

STORM AND SURFACE WATER SERVICE CHARGES SCHEDULE

11.01.110 STORM AND SURFACE WATER SERVICE CHARGES SCHEDULE.

- A. Utility Service Charges. The storm and surface water utility service charges shall be as set forth in the Town's Fee Schedule authorized by WMC Section 3.32.010, as now or hereafter amended. The service charges established in the Town's fee schedule shall increase annually by the June-to-June CPI-U for Seattle-Tacoma-Bellevue, with a minimum increase of 3%, rounded up to the nearest whole number. Schedule. The monthly schedule for storm and surface water service charges shall be:

Zone	Avg. Impervious Surface	Base Fee	Avg. Lot Fee	Monthly Fee incl. Base Fee
UR	4,954 sq/ft	\$7.42	\$5.39	\$12.81
R14.5	4,656 sq/ft	7.42	5.06	12.48
R43	8,256 sq/ft	7.42	8.98	16.40
R87	10,587 sq/ft	7.42	11.51	18.93

- B. Town Reserves the Right to Make Changes. The Town Council recognizes that future State and/or Federal stormwater requirements, as well as increased costs in identified projects or additional costs of new projects, may require additional adjustments to the rate-service charge structure and/or rateservice charges. ~~The Council believes that the adopted rate structure contains sufficient flexibility to meet these future needs.~~ Because not all needs or requirements of the utility are foreseeable, ~~however,~~ the Council retains the ability and authority to modify service charges rates and the service charge rate structure as needed.
- C. Annual Review of Schedule. ~~The Town Council should review the storm and surface water management service charges annually to ensure the long term fiscal viability of the program and to guarantee that any debt covenants are met.~~

TOWN OF WOODWAY

ORDINANCE 2024-654 | EXHIBIT B

WMC SECTION 11.01.150: CAPITAL FACILITIES CHARGES

11.01.150 CAPITAL FACILITIES CHARGES.

- A. The purpose of this section is to establish storm and surface water capital facilities charges for all development activity. The capital facilities charge is established to recover the fair share of the prior public investment in infrastructure capacity installed to accommodate the additional storm and surface water runoff generated with construction of new development. The storm and surface water utility capital facilities charges shall be as set forth in the Town's Fee Schedule authorized by WMC Section 3.32.010, as now or hereafter amended. ~~The capital facilities charge shall be calculated by multiplying the monthly service charge for the subject property times the number of months having passed from the beginning of storm and surface water service charge collection to the time of building permit issuance; provided, that the charge shall be calculated on a maximum number of one hundred eighty months.~~
- B. At the time of building permit issuance, a capital facilities charge will be collected and the service charge for that parcel shall begin to be collected in accordance with the Town storm and surface water service charge rate structure.

TOWN OF WOODWAY

ORDINANCE 2024-654 | EXHIBIT C

WMC SECTION 11.01.040: DEFINITIONS

11.01.040 DEFINITIONS.

For purposes of this chapter, the definitions in the State of Washington Department of Ecology's "Stormwater Management Manual for the Puget Sound Basin" (the technical manual, 2005 Edition) and all amendments and additions thereto, are adopted by this reference except as stated below. Words used in the singular include the plural, and words used in the plural include the singular. Words used in the masculine gender include the feminine, and words used in the feminine gender include the masculine. Unless otherwise defined herein, the definitions in Chapter 11.02 shall apply.

- A. "Capital facilities charge" means the fee applied to properties at the time of development enabling the Town to recover the prior public investment in infrastructure capacity installed to accommodate additional storm and surface water runoff generated by future development.
- B. "Developed parcel" means any parcel or parcels of property altered from the natural state by the construction, creation, or addition of impervious surfaces ~~that singly or together are used for the purpose of one single family residence.~~
- C. "Director" means the Mayor or his/her/their designee.
- D. "Drainage basin" means the geographic region within which water drains into a particular aquatic system or other body of water.
- E. "Drainage facility" means the system of collecting, conveying, and storing storm and surface water runoff. Drainage facilities shall include, but not be limited to, all storm and surface water conveyance and containment facilities including streams, pipelines, channels, ditches, wetlands, closed depressions, infiltration facilities, retention/detention facilities, erosion/sedimentation control facilities, and other drainage structures and appurtenances, both natural and constructed.
- F. "Impervious surface" means a surface that greatly reduces or stops the transmission of water, including, but not limited to, asphalt and Portland cement paving, paving blocks, compacted soils and gravel for parking areas, rooftops, or any manmade material that impedes the flow of water and is permanently fixed to the ground. Lattice work paving systems that have a portion of their areas open to the subgrade shall not be considered impervious as to the portion that is open.
- G. "Maintenance" means the act or process of cleaning, repairing or preserving a system, unit, facility, structure or equipment.
- H. "Natural surface water drainage system" means such landscape features as streams, swales, lakes and wetlands.

- I. "Parcel" means the smallest separately segregated unit or plot of land having an identified owner, boundaries and surface area ~~which-that~~ is documented for property tax purposes and given a tax lot number by the Snohomish County Assessor.
- J. "Person" means any individual, partnership, corporation, association, organization, cooperative, public or municipal corporation, agency of the State or local government unit, however designated.
- K. "Property owner of record" means a person or persons shown in the records of the County Assessor to be the owner of property ~~and to whom property tax statements are directed~~.
- L. "Rate category" means the classification in this chapter given to a parcel in the service area based on the land use designation of the parcel.
- M. "Rates" means the dollar amount charged per developed parcel.
- ~~N. "Residence" means a building or structure or portion thereof, designed for and used to provide a place of abode for human beings. The term residence includes the term "residential" or "residential unit" as referring to the type of or intended use of a building or structure.~~
- ~~O.N.~~ "Service charges" means charges to property owners for storm and surface water management services.
- ~~P.O.~~ "Storm and surface water management services" means the services provided by the utility, including, but not limited to, planning, facility design and construction, facilities maintenance, regulation, financial administration, and public involvement.
- ~~Q.P.~~ "Storm and surface water" means the water originating from rainfall and other precipitation that is found on the ground surface and in drainage facilities, streams, springs, seeps, ponds and wetlands.
- ~~R.Q.~~ "Storm and surface water management system" means constructed drainage facilities and any natural surface water drainage features ~~which-that~~ collect, store, control, treat and/or convey storm and surface water runoff.
- ~~S.R.~~ "Storm and surface water program" means a plan and all implementing regulations and procedures including, but not limited to, capital projects, land use management regulations, and any other measures adopted by the Town for managing storm and surface water management facilities and features within the Town.
- ~~T.S.~~ "Undeveloped parcel" means any parcel that has not been altered by construction, and/or creation or addition of impervious surface(s), and is not otherwise considered a developed parcel.
- ~~U.T.~~ "Undeveloped vegetated area" means an area of primarily native vegetation ~~which-that~~ is unaltered by construction or other land alteration activity.

MEMO

TO: MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS
FROM: HEIDI K. S. NAPOLITINO, CLERK-TREASURER
SUBJECT: RESOLUTION 2024-457 – FACILITY USE POLICY UPDATE
DATE: FEBRUARY 14, 2024
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings Mayor & Councilmembers,

The Council last adopted changes to the Facility Use Policy in January 2023. Since then, staff has found that the cancellation policy is unclear about which fees and deposits are refundable when a rental cancellation occurs. The proposed updates include a few housekeeping updates and clarification about the fee/deposit refund process.

Please let me know if you have any questions.

TOWN OF WOODWAY

RESOLUTION 2024-457

A RESOLUTION OF THE TOWN OF WOODWAY UPDATING ITS FACILITY USE
POLICY

WHEREAS, the Town of Woodway previously adopted the Town of Woodway Facility Use Policy, dated January 18, 2023; and

WHEREAS, the Town wants to clarify provisions related to refunding fees & deposits if a cancellation occurs; and

WHEREAS, the Town wants to ensure regulations are applied fairly and equitably when renting the Town Hall facility;

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

Section 1. The attached Town of Woodway Facility Use Policy, dated February 21, 2024, is adopted in its entirety.

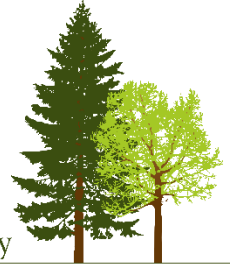
PASSED this 20th day of February 2024 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

Michael S. Quinn, Mayor

ATTEST:

Heidi K. S. Napolitano, Clerk-Treasurer



FACILITY USE POLICY

Purpose

The Town Hall may be available for public use when not needed for Town business/operations. This policy governs use of Town Hall when rented/reserved by outside people or organizations.

Adopted by: Resolution 2024-457

Administration

The Town Administrator shall administer this policy.

Policies:

- A. Procedures: The Council authorizes the Clerk-Treasurer to establish procedures consistent with state law and these policies.
- B. *Applicant:*
 1. The rental applicant must be an adult as recognized by the State of Washington (18 years or older), and willing to be financially responsible for the rental of the facility.
 2. The applicant must be present on site throughout the entire event/activity.
- C. *Availability:* Town Hall is available for evening and weekend rental.
 1. The Town of Woodway reserves the right to restrict reservations based on facility availability, staff availability, anticipated Town business activity, previous rental experience, and nature of the proposed rental.
 2. The rental for an event is for the entire public portion of the building, including the conference room, council chambers, and kitchen.
 3. Reservations may be made no less than one week and no more than three months in advance of the date of use. All requests will be on a first-come, first-served basis.
 4. Multiple events will not be booked for the same dayweekend.
 5. No person shall be denied the full enjoyment of the facilities because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory,

- mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability (RCW 49.60.010).
6. Applicants with unpaid assessments, fees, or other charges shall be prohibited from renting the facility.

D. *Fees & Deposits:*

1. All fees and deposits, as listed in the Town of Woodway Fee Schedule, are due at the time of application. ~~Checks shall be payable to the Town of Woodway.~~
2. The Mayor may waive any and all fees for a not for profit business or organization that provides a service to the Town or its residents or for a governmental agency or public official acting in their governmental capacity. Submit a written fee waiver request with your application to be considered for the waiver.

E. *Damage/Cleaning Deposit:*

1. Applicant is financially responsible for the full cost of any cleaning of, damage to, or loss of property, including the cost of collection. An administrative fee of up to 15% will be added to actual expenses. Payment for cleaning/damage repair shall be deducted from the damage/cleaning deposit. If the cost of the cleaning/damage repair is more than the deposit, the applicant will be assessed the additional amount.
2. The returnable portion of your deposit will be refunded by check approximately three weeks following the rental date.

F. *Alcohol (Liquor):*

1. When alcohol/liquor is to be served and/or consumed, a banquet permit and a certificate of insurance are required. The banquet permit is issued by the Washington State Liquor Control Board and may only be obtained on-line at <http://lcb.wa.gov/licensing/banquet-permits>.
2. The banquet permit and certificate of insurance must be received by the Town of Woodway at least 15 days prior to your event.

G. *Food:* Catered meals and any food that requires the use of the stove or microwave require a certificate of insurance. Light refreshments (beverages and snacks that may be served between meals, for example: premade coffee, tea, juice, donuts, sweet rolls, and pieces of fruit or cheese), do not require a certificate of insurance.

H. *Certificate of Insurance:*

1. When a certificate of insurance is required, the certificate must be in the applicant's name, provide insurance coverage of at least \$1,000,000 for bodily injury/property damage and name the Town of Woodway as an additional insured.
2. A certificate of insurance can be obtained from your insurance agent or through a provider such as GatherGuard: <https://app.gatherguard.com/?v=0465-534>. If you

purchase insurance through the GatherGuard link, you will need to enter Woodway's Venue ID codes, which are 0465 (first box) & 534 (second box).

3. The certificate of insurance must be received by the Town of Woodway at least 15 days prior to your event.

I. *Access to Town Hall:*

1. Upon approval of a rental application, at a mutually agreed-upon time, the applicant will present valid identification, pick up the key, and do a facility walk through with Town staff.
2. All keys must be returned to the Clerk's Office at Town Hall the next business day after the rental.
3. **If a renter loses the Town Hall key, they will be responsible for the cost of re-keying the facility.**

J. *Cancellation:* Requests for cancellation must be received in writing.

1. When notice is received two months or more prior to the scheduled rental date, ~~a full rental fee~~ all fees and deposits, less except for the administrative fee, ~~of \$25~~ will be refunded.
2. When notice is received 31 to 60 days prior to the scheduled rental date, all fees and deposits, except for one half of the rental fee and the administrative fee, will be refunded.
3. **No refunds will be made when notice of cancellation is received 30 days or less prior to the rental date. Cancellation due to lack of certificate of insurance or banquet permit will not be eligible for a refund, as it is within 30 days of the rental.**

K. *Parking Plan:* Rentals for groups over 20 participants will require a parking plan approved by the Town.

L. *Set-up/Clean-up:* Applicant is responsible for set-up, clean-up, and cleaning materials.

1. Clean-up includes garbage removal, sweeping, mopping, vacuuming, wiping down tables, kitchen counters, appliances, and restaging of the tables and chairs, etc.
2. Set-up and clean-up must take place ~~on the rental day~~ during the rental period.
3. All tables and chairs must remain inside the building.
4. If the Town finds, in its sole discretion, that applicant failed to adequately clean-up the facility after use, the damage/cleaning deposit policy will apply.

M. *Smoking:* Smoking is prohibited in the building and within 25 feet of doorways and operable windows.

N. *Decorations:*

1. Free-standing decorations are allowed. No items may be affixed to any surface (walls, ceiling, windows, etc.).
2. No candles with open flames are allowed.
3. Rice, birdseed, confetti, glitter, and similar materials are not permitted.

O. *Noise:* The Town of Woodway's noise ordinance is in effect 24 hours a day. If your event includes music or amplified sound, it must not be audible 50 feet or more away from its source or plainly audible within another building or structure. See WMC 6.08.031 for details.

P. *Lost Items:* The Town of Woodway is not responsible for personal items lost or stolen from facilities.

MEMO

TO: MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS
FROM: HEIDI K. S. NAPOLITINO, CLERK-TREASURER
SUBJECT: RESOLUTION 2024-458: CREDIT/PURCHASING CARD POLICY
DATE: FEBRUARY 14, 2024
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings Mayor & Councilmembers,

Staff is recommending updates to the Town's Credit/Purchasing Card Policy, originally adopted in 2018. The updates incorporate comments and recommendations from our recent accountability audit by the State Auditor's Office.

In addition to several housekeeping changes, proposed substantial changes include:

- Separating the policies from the procedures. Since the Council sets policy and procedures are an administrative function, staff is recommending that they be separated into two documents.
- Adding a policy about allowable delivery locations.
- Authorizing the Clerk-Treasurer to administer the policy and create procedures.
- Adding language about credit limits.

Please let me know if you have any questions or concerns about the proposed changes.

TOWN OF WOODWAY

RESOLUTION 2024-458

**A RESOLUTION OF THE TOWN OF WOODWAY UPDATING ITS
CREDIT/PURCHASING CARD POLICY**

WHEREAS, the Town’s Credit/Purchasing Card Policy was approved in 2018; and

WHEREAS, the Town Council wishes to clarify several provisions, including the administration of the policy and assigning credit limits;

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

Section 1. The attached Town of Woodway Credit/Purchasing Card policy, dated February 21, 2024, is adopted in its entirety.

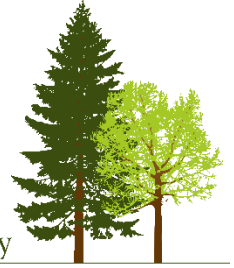
PASSED this 20th day of February 2024 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

Michael S. Quinn, Mayor

ATTEST:

Heidi K. S. Napolitano, Clerk-Treasurer



CREDIT/PURCHASING CARD POLICY

Purpose:

To provide qualified employees and officers with a means of making qualifying, approved business expenditures on Town credit on behalf of the Town of Woodway, as authorized by RCW 43.09.2855.

Adopted by: Resolution 2024-458

References:

RCW 42.24.080

RCW 42.24.115

RCW 43.09.2855

Policies:

- A. *Procedures:* The Council authorizes ~~The~~ Clerk-Treasurer (or ~~his/her~~their designee) ~~shall~~ to administer this policy and establish procedures consistent with state law and these policies to create and implement ~~this a~~ system for the authorization, distribution, control, implementation, payment, and administration of credit cards by Town officers and employees.
- B. *Distribution:* Credit cards may be distributed to those Town officers and employees who, in the opinion of the Clerk-Treasurer, have job responsibilities that would benefit from, or otherwise be facilitated by, the use of a credit card. The act of obtaining a credit card does not indicate pre-approval of expenses.
- C. *Use:*
 1. Cardholders are accountable and responsible for the expenses charged on the card in their name or the Town's name. The issuance and use of the card is a privilege for the convenience of both the employee and Town. Misuse, inappropriate use, or failure to follow these procedures may result in the cancellation of the card and other appropriate disciplinary actions.
 2. Credit cards must never be used for personal purposes or for non-Town of Woodway purchases, even if the cardholder intends to reimburse the Town. Unauthorized and/or inappropriate card use includes, but is not limited to:

- a. Items for personal use;
- b. Items for non-Town purposes;
- c. Cash or cash advances;
- d. Food and beverages for an individual employee, unless they are purchased as part of ~~pre~~-approved travel and training;
- e. Alcoholic beverages;
- f. Weapons of any kind or explosives (except for authorized Police Department purchases);
- g. Relocation expenses; and
- h. Personal entertainment and/or recreation.

3. All purchases that are not picked up in-store should be shipped directly to Town Hall. If an employee needs a purchase to be delivered to a different location, they must request authorization from their department head, the Town Administrator, or the Mayor.

3.4. All cards must be used in accordance with, and do not supplant any, purchasing policies. Credit cards may be required to be immediately surrendered if used in a manner inconsistent with Town code or Town policies or procedures.

D. *Credit Limits:* The Clerk-Treasurer sets credit limits on each credit card issued, based upon evidence of need as demonstrated by the requesting ~~department~~cardholder, with credit limits generally ranging from \$1,000 to \$5,000. Additional amounts can be authorized on a case-by-case basis.

E. *Lost or Stolen Cards:* Any stolen or lost card will be immediately reported to the Clerk-Treasurer.

~~E.F.~~ *Disallowed Charges:* Disallowed charges will be dealt with pursuant to RCW 42.24.115 and the Town's procedures.

MEMO

TO: MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS
FROM: HEIDI K. S. NAPOLITINO, CLERK-TREASURER
SUBJECT: RESOLUTION 2024-459: ASSET MANAGEMENT POLICY
DATE: FEBRUARY 15, 2024
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings Mayor & Councilmembers,

Staff is recommending updates to the Town's Asset Management Policy, originally adopted in 2021. The updates incorporate comments and recommendations from our recent accountability audit by the State Auditor's Office. The proposed policy also combines the Asset Management Policy and our Surplus Property Policy (adopted in 2003). Staff is recommending several updates to the Surplus Property Policy as well, to ensure consistency between the two original documents.

In addition to several housekeeping changes, proposed substantial changes include:

- Separating the policies from the procedures. Since the Council sets policy and procedures are an administrative function, staff is recommending that they be separated into two documents.
- Updating the definition of a Small & Attractive Asset to clarify what should and should not be included in the inventory list. Staff is also proposing a change in the definition from all assets less than \$5,000 to all assets between \$500 and \$5,000.
- Incorporating the Surplus Property policies into the Asset Management Policy.
- Changing the threshold for assets that the Clerk-Treasurer can dispose of without Council authorization from \$100 to \$500.
- Adding a section outlining the review/administration guidelines for the policy.

Since there are numerous changes in the document, I am only including a final (non-redline) version. If you would like a redline version, I am happy to provide one. Please let me know if you have any questions or concerns about the proposed changes.

TOWN OF WOODWAY

RESOLUTION 2024-459

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODWAY AMENDING ITS ASSET MANAGEMENT POLICY

WHEREAS, the Town of Woodway previously adopted Resolution 2021-430, creating an Asset Management Policy to increase control of and accountability for those assets for which the Town has stewardship responsibilities, provide centralized documentation for insurance purposes, and generate useful asset management information; and

WHEREAS, the Town of Woodway wants to ensure continued compliance with all statutory requirements related to capital assets and small & attractive assets management and reporting; and

WHEREAS, the Town wishes to incorporate and update its Surplus Property Policy, adopted by Resolution 03-267, into the overall Asset Management Policy; and

WHEREAS, the Town Council wishes to update the previously adopted Asset Management Policy, dated October 18, 2021;

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

Section 1. The previous Asset Management Policy, dated October 18, 2021, is hereby repealed and the attached Town of Woodway Asset Management Policy, dated February 21, 2024, is adopted in its entirety.

PASSED this 20th day of February 2024 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

Michael S. Quinn, Mayor

ATTEST:

Heidi K. S. Napolitano, Clerk-Treasurer



ASSET MANAGEMENT POLICY

Purpose:

This policy establishes guidelines that will ensure good stewardship over Town resources through a uniform method of accountability, inventory, and disposition of the assets. It is the policy of the Town of Woodway to comply with all statutory requirements while ensuring that the Town of Woodway's public property is adequately protected and that its use is properly managed. The intent of this document is to:

- Increase control over those assets for which the Town has stewardship responsibilities (including capital assets and small & attractive items that may be more likely to disappear without being noticed);
- Ensure accountability for assets;
- Provide centralized documentation for insurance purposes; and
- Generate useful asset management information.

Adopted by: Resolution 2024-459

References:

Washington State BARS Cash Manual Section 3.3: Capital Assets

Definitions:

- A. "Capital assets" are real and personal property used in operations, above a specified value, that the government intends to use or keep for more than one year. Capital assets include land and land rights; buildings, their furnishings, fixtures, and furniture; infrastructure assets, intangible assets, equipment, machinery, vehicles, and tools.
- B. "Capitalize" means to report an expenditure for real and personal property or intangible assets as a capital outlay. These expenditure transactions are coded to 594 and 595 account codes.
- C. "Clerk-Treasurer" means either the Clerk-Treasurer or their designee.
- D. "Accountability" means the obligation to demonstrate good management of or control over those matters for which the government is responsible.
- E. "Capital assets management system" is the set of written policies and procedures used to control a government's capital assets and demonstrate accountability. Public officials have several broad responsibilities with respect to capital assets such as tracking assets

for accountability purposes; maintaining records for insurance purposes; ensuring assets are safeguarded from loss, waste, damage, or neglect; for compliance purposes such as when purchased with federal funds; and long-term capital budgeting and planning.

- F. "Capitalization threshold" is a dollar amount set in a formal policy defining when an item with more than one year of usefulness will be classified as a capital asset.
- G. "Physical inventory" is a procedure where the existence of assets on the inventory list is confirmed by physically observing the assets at their location.
- H. "Small and attractive assets" are assets that last longer than one year, but do not qualify as capital assets. They are less than the capitalization threshold and may be susceptible to theft or misuse.
- I. "Surplus property" means any tangible, personal property owned by the Town that is not needed at present or in the foreseeable future or that is no longer of value or use to the Town.

Review of Document

At a minimum, this document should be reviewed every two years.

Administration

The Clerk-Treasurer shall administer this policy.

Policies:

- A. *Procedures:* The Council authorizes the Clerk-Treasurer to establish procedures consistent with state law and these policies.
- B. *Capitalization Threshold:* It is the policy of the Town to maintain accountability over all capital assets having a life exceeding one year and costing more than \$5,000 (excluding taxes and fees).
 - 1. A physical inventory should be conducted at least once a year.
 - 2. When capital assets are purchased, the expense will be recorded using the appropriate BARS expenditure code to identify capital assets (BARS 594 plus object code for most capital expenditures, roads/street construction is assigned to 595 plus object code).
 - 3. If capital assets are purchased with grant money, the capitalization threshold level may be set at a lower amount by the requirements of the grant agreement.
- C. *Small & Attractive Assets:* Although Small and Attractive Assets (assets costing between \$500 and \$5,000 excluding taxes and fees) do not meet the Town's capitalization threshold, due to ease of conversion to private use, they are considered assets for purposes of marking and identification, record keeping, and tracking.

1. Such assets may include (but are not limited to) computers and accessories, video and sound equipment, cameras and photographic equipment, police weapons, public works tools and equipment (power tools, ladders, etc.), and communications equipment (mobile phones, radios, etc.).
 2. Such assets are not to include:
 - a. More permanent fixtures such as desks, chairs, tables, cabinets, filing cabinets, shelving, and anything attached to the building.
 - b. Items that are equipment for the purpose of accomplishing tasks that are very small in nature or of minimal monetary value, like minor equipment, shovels, wrenches, hand tools, staplers, hole punches, extension cords/power strips, etc.
 - c. Items that are consumed or used up, such as asphalt, bottled water, printer paper, fire extinguishers, etc.
 - d. Items that, while they meet the threshold when purchased, are used as an accessory for a larger capital asset (such as vehicle accessories like light bars, cages, sirens, etc.).
- D. *Responsibility of Department Heads:* To assist in accountability and theft prevention, each department head shall be responsible for all property assigned to their department and assist the Clerk-Treasurer as needed.
- E. *Inventory List:* The Clerk-Treasurer will maintain a master inventory list. Specific information captured may vary by type of asset.
- F. *Annual Inventory:* A physical inventory of all land, machinery & equipment, buildings and improvements, and small & attractive assets should be conducted annually to verify the existence and condition of all items in the inventory list.
1. When reconciled, the inventory provides evidence that department heads are meeting their stewardship duty over their assets.
 2. An inventory may also help the department plan for future purchases by identifying unanticipated wear and tear of equipment before the equipment breaks down.
- G. *Surplus Property:* The intent of the Council is to facilitate the efficient and legal disposition of surplus property.
1. The Clerk-Treasurer will coordinate the disposition of surplus property, including determining and/or recommending the best method of disposal.
 2. The disposition of all surplus personal property under this policy shall be done in a manner that is in the Town's best interests. Factors to consider in determining the Town's best interests include but are not limited to:
 - a. Possible future requirements of the Town;

- b. Present value of the property;
 - c. Likelihood of locating a buyer;
 - d. Intergovernmental cooperation;
 - e. The general welfare of the residents of the Town.
3. Disposition Authority.
 - a. For surplus property with a value less than \$500, the Clerk-Treasurer may dispose of it without reporting the disposition to the Town Council.
 - b. For surplus property with a value between \$500 and \$5,000, the Clerk-Treasurer must provide written notice at a Council meeting prior to the asset's disposition.
 - c. For surplus property with a value of more than \$5,000, the Council must pass a resolution authorizing the disposition.
 4. Certain Town ordinances and provisions of the Revised Code of Washington impose special conditions for the disposition of municipal property. Where necessary, the Town shall comply with those laws, treating them as limited exceptions to this policy.

H. *Conflicts of Interest:*

1. When obtaining appraisals and valuation services, the Town should avoid relying solely upon estimates or appraisals from individuals or entities who have expressed interest in purchasing the property, which could result in the agency receiving less than fair market value.
2. No Town official or employee or members of their immediate family may acquire such property if the official or employee had any role in establishing the valuation or price of said property.
3. The mayor can terminate the sale or transfer of an asset pursuant this policy if they find that such sale or transfer would present an actual or appearance of a conflict of interest.
4. Other Town officials or employees who were not involved in the valuation process or members of their immediate family are generally allowed to purchase surplus property unless a local code or policy provides otherwise.

TOWN OF WOODWAY

RESOLUTION 2024-460

A RESOLUTION OF THE TOWN OF WOODWAY AMENDING THE FEE SCHEDULE

WHEREAS, the Town Council wishes to amend the Town’s fee schedule, pursuant to Woodway Municipal Code Section 3.32.010 (B);

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

Section 1. The Fee Schedule for the Town of Woodway shall be amended as set forth in the attached Fee Schedule, dated February 21, 2024.

PASSED this 20th day of February 2024 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

Michael S. Quinn, Mayor

ATTEST:

Heidi K. S. Napolitano, Clerk-Treasurer

TOWN OF WOODWAY FEE SCHEDULE – EFFECTIVE ~~APRIL 25, 2023~~ FEBRUARY 21, 2024

A.	DEVELOPMENT PERMIT FEES	FEE	
1-A.	Building Permit Fee, Based on Total Valuation (includes swimming pools, game courts, <u>demolition, installing a moved residential structure</u> , and all permits listed in Section 1).	Total Value	Fee
		\$1 to \$2,000	\$85 <u>100</u>
		\$2,001 to \$25,000	\$85 <u>100</u> for the first \$2,000 plus \$17.50 <u>20</u> for each additional \$1,000 or fraction thereof
		\$25,001 to \$50,000	\$487.50 <u>560</u> for the first \$25,000 plus \$12.60 <u>15</u> for each additional \$1,000 or fraction thereof
		\$50,001 to \$100,000 <u>00</u>	\$802.50 <u>935</u> for the first \$50,000 plus \$8.75 <u>10</u> for each additional \$1,000 or fraction thereof
		\$100,001 to \$500,000	\$1,240 for the first \$100,000 plus \$7 for each additional \$1,000 or fraction thereof
		\$500,001 and up	\$4,040 <u>5,435</u> for the first \$500,000 plus \$6 <u>5</u> for each additional \$1,000 or fraction thereof
1-B.	Fence/Gate Permit – fee includes plan review, permit, & 2 inspections	Based on valuation (as calculated above) with a maximum fee of \$150 <u>350</u> plus \$25 operational fee	
1-C.	Reroof Permit	Based on valuation (as calculated above) with a maximum fee of \$250 <u>500</u> plus \$25 operational fee	
1-D.	Demolition Permit	Based on valuation (as calculated above) with a minimum fee of \$250	
1-E.	Moving of Building	Need to obtain Demolition and Right-of-Way Permits, as applicable	
1-F.	Installation of a Moved Residential Structure onto a New Site	Based on valuation (as calculated above) with a minimum fee of \$250	
2.	Building Permit Plan Review Fee	65% of Building Permit fee. Plan review fee is separate from and in addition to permit fees.	
3.	Technology Fee	To reimburse the Town for costs specifically related to electronic development review and permit tracking, a 5% technology surcharge will be added to all fees listed in Section A other than state, facility, or sewer connection charges and excluding any consultant costs.	
4.	Additional Building, Plumbing, or Mechanical Plan Review Required by Changes, Additions or Revisions to Plan	\$120 <u>150</u> /hour, minimum 1/2 hour	
5.	State Building Code Council Fee	\$6.50 on all building permits, including swimming pools, game courts, demolitions, retaining walls, and fences	
6.	Building Permit Operational Fee, Based on Total Valuation (applicable to new building permits and permit extensions; excludes permits listed in items 1-B & 1-E)	Total Value	Fee
		<\$10,000	\$25
		\$10,000 – \$250,000	\$125
		>\$250,000	\$250

A.	DEVELOPMENT PERMIT FEES	FEE
7.	Mechanical & Plumbing Permits--New SFR – fee includes plan review	\$175-200 up to 2,000 sq. ft. \$275-300 for 2,001--3,000 sq. ft. \$375-400 for 3,001--4,000 sq. ft. \$475-500 for 4,001--6,000 sq. ft. \$575-600 for 6,001 sq. ft. and up
8.	Mechanical & Plumbing Permits--Remodels – fee includes plan review	\$75 for 1 fixture \$125 for 2 to 4 fixtures \$175 for 5 to 7 fixtures \$225 for 8 to 10 fixtures \$275 for 11 to 15 fixtures \$325 for 16 to 20 fixtures \$375 for 21+ fixtures
9.	Inspections	One inspection and one reinspection per inspection type are included in Building, Plumbing, and Mechanical Permit fees. A second reinspection and any subsequent reinspections are \$120 <u>\$150</u> /hour. See WMC 12.05.500 for details.
10.	Other Building, Plumbing, or Mechanical Inspection Fees Not Listed	\$120 <u>\$150</u> /hour
11.	6-Month Extension of Building Permit	1/2 of original building permit fee, plus operational fee . Additional plan review fees may be due, if deemed necessary by the Building Official. The Building Official may reduce the permit fee to \$120 if they determine that the value of the remaining work is less than the greater of \$100,000 or 10% of the original permit valuation.
12.	6-Month Extension of Plumbing and Mechanical Permits	1/2 of original permit fee
13.	6-Month Extension of Clearing & Grading Permit	1/2 of original permit fee; Additional plan review fees may be due, if deemed necessary by the Town Engineer
14.	Stop Work Order Fee	An amount equal to the permit fee, minimum \$250 (Note: this fee is not a permit fee and does not reduce the cost of any permit(s) that may be required.)

A.	DEVELOPMENT PERMIT FEES	FEE			
<u>15.</u>	<u>Stormwater Utility Service Charges – 6-month billing period</u>	<u>Zone District</u>	<u>Base Fee</u>	<u>Lot Fee</u>	<u>Total Fee</u>
		<u>UR</u>	<u>\$50</u>	<u>\$40</u>	<u>\$90</u>
		<u>R-14.5</u>	<u>\$50</u>	<u>\$35</u>	<u>\$85</u>
		<u>R-43</u>	<u>\$50</u>	<u>\$65</u>	<u>\$115</u>
		<u>R-87</u>	<u>\$50</u>	<u>\$80</u>	<u>\$130</u>
		<u>UV</u>	<u>Rate Category</u>	<u>Impervious Surface Coverage</u>	<u>Base Fee</u>
			<u>Very Light</u>	<u>1% to 19%</u>	<u>\$20 per quarter acre</u>
			<u>Light</u>	<u>20% to 39%</u>	<u>\$65 per quarter acre</u>
			<u>Moderate</u>	<u>40% to 59%</u>	<u>\$110 per quarter acre</u>
			<u>Heavy</u>	<u>60% to 79%</u>	<u>\$150 per quarter acre</u>
			<u>Very Heavy</u>	<u>80% to 100%</u>	<u>\$200 per quarter acre</u>
<u>15.1</u> <u>6.</u>	<u>Stormwater Capital Facility Charge – for new Single Family Residences only Development on Previously Undeveloped Parcels</u>	<u>Monthly For the UR, R-14.5, R-43, and R-87 Zone Districts, the charge is calculated based on the 6-month stormwater utility service charge for the applicable zone district multiplied times 30 the number of months having passed from July 1, 2007 to the time of building permit issuance, provided that the charge shall be calculated on a maximum number of 180 months. For the UV zone district, the charge is calculated based on the 6-month stormwater utility service charge for the applicable rate category of the approved project multiplied times 30.</u>			
		<u>Zone District</u>	<u>Monthly Capital Facility Charge</u>		
		<u>UR</u>	<u>\$12.812,700</u>		
		<u>R14.5</u>	<u>12.48\$2,550</u>		
		<u>R43</u>	<u>16.40\$3,450</u>		
		<u>R87</u>	<u>18.93\$3,900</u>		
		<u>UV</u>	<u>Variable</u>		
<u>16.1</u> <u>7.</u>	<u>Metro Side Sewer Fee - Shown on Exhibit A</u>	<u>\$1,070, adjusted annually</u>			
<u>17.1</u> <u>8.</u>	<u>Tributary Lot Fee - Shown on Exhibit B</u>	<u>\$914, adjusted annually</u>			
<u>18.1</u> <u>9.</u>	<u>Fire Department Building Permit Plan Review</u>	<u>\$120125; applicable to new houses and projects adding more than 500 sq. ft. of living space</u>			
<u>19.2</u> <u>0.</u>	<u>Required Residential Fire Sprinkler System – fee includes plan review, permit, & 2 inspections</u>	<u>1-30 heads</u>	<u>\$717750</u>		
		<u>31+ heads</u>	<u>\$717-750 plus \$3/head in excess of 30</u>		

A.	DEVELOPMENT PERMIT FEES	FEE	
20.2 <u>1.</u>	Voluntary Residential Fire Systems – fee includes plan review, permit, & 2 inspections	\$239,250	
21.2 <u>2.</u>	Underground Fuel Tank Removal/Decommission	\$100	
22.2 <u>3.</u>	All Other Fire Department Fees	\$239,250 /hour, 1 hour minimum	
23.2 <u>4.</u>	Code Interpretation	\$100 plus costs	
24.2 <u>5.</u>	Appeal of Building Official’s Decision	Appeals of stop work orders or code enforcement orders	No Fee
		All other appeals	\$150
25.2 <u>6.</u>	Clearing & Grading Permit Fees (Includes Clearing & Grading Management Permit)	Total Value	Fee
		\$1 to \$5,000	\$85,100
		\$5,001 to \$25,000	\$85,100 for the first \$5,000 plus \$17,5020 for each additional \$1,000 or fraction thereof
		\$25,001 to \$100,000	\$435,00560 for the first \$25,000 plus \$8,7510 for each additional \$1,000 or fraction thereof
	\$100,001 and up	\$1,091,251,310 for the first \$100,000 plus \$6-5 for each additional \$1,000 or fraction thereof	
26.2 <u>7.</u>	Clearing & Grading Permit Plan Review Fee (Includes Clearing & Grading Management Permit)	65% of Clearing & Grading Permit fee	
27.2 <u>8.</u>	Tree Management Permit Fees	Total Value	Fee
		\$1 to \$5,000	No fee
		\$5,001 to \$25,000	\$85,100 for the first \$5,000 plus \$17,5020 for each additional \$1,000 or fraction thereof
		\$25,001 to \$100,000	\$435,00560 for the first \$25,000 plus \$8,7510 for each additional \$1,000 or fraction thereof
	\$100,001 and up	\$1,091,251,310 for the first \$100,000 plus \$56 for each additional \$1,000 or fraction thereof	
28.2 <u>9.</u>	Tree Management Permit Plan Review Fee	65% of Tree Management Permit fee	
29.3 <u>0.</u>	Additional Grading Plan Review or Review of Specialized Reports Required by Changes, Additions or Revisions to Approved Plans	Actual engineering review costs	
30.3 <u>1.</u>	Storm Drainage and Erosion Control Facilities and Inspections and Plan Review	Actual engineering costs	

B.	RIGHT-OF-WAY PERMITS	FEE
1.	Right-of-Way--Homeowner	\$150 + costs (includes one ROW inspection)
2.	Right-of-Way--Minor Utility	\$250 + costs (includes one ROW inspection)
3.	Right-of-Way--Major Utility	\$350 + costs (includes one ROW inspection)
4.	Additional ROW Inspections	\$75 for each inspection
5.	Road Cut Fee	Class A Project (a cut of 1,000 square feet or more and/or a project that includes work on multiple streets): \$500 plus pavement mitigation fee. Class B Project (a cut of less than 1,000 square feet and all work is on the same street): \$115 plus pavement mitigation fee.
a.	Pavement Mitigation Fee	Project on street that has been overlaid within the past five years. \$12.50/s.f. Project on street that has not been overlaid within the last five years, and the Director has determined that the street has ten or more years useful life left. Class A: \$3.50/s.f. Class B: \$4.75/s.f. Project on street that has not been overlaid within the last five years, and the Director has determined that the street has less than ten years useful life left. No fee The Director may waive fee where the permit requires the entire width of the road to be repaved.
6.	30-day Extension of Right-of-Way Permits	½ of original permit fee
7.	Revocable Permit for Unfranchised Facilities in the Town's Rights-of-Way	\$75/year
8.	Technology Fee	To reimburse the Town for costs specifically related to electronic development review and permit tracking, a 5% technology surcharge will be added to all fees listed in Section B, excluding any consultant costs.
9.	Stop Work Order Fee	An amount equal to the permit fee, minimum \$250 (Note: this fee is not a permit fee and does not reduce the cost of any permit(s) that may be required.)

C.	LAND USE FEES	FEE
1.	Short Subdivision	
a.	Preliminary Plat	\$1,750 base plus \$100/lot + costs
b.	Final Plat	\$1,250 base plus \$50/lot + costs
2.	Formal Subdivision	
a.	Preliminary Plat	\$3,000 base plus \$100/lot + costs
b.	Final Plat	\$2,000 base plus \$50/lot + costs
3.	Development Agreement	\$1,000 plus costs
4.	Variance	\$1,500 plus costs
5.	Administrative Variance	\$750 plus costs
6.	Conditional Use Permit	\$1,500 plus costs
7.	Boundary Line Adjustment	\$750 plus costs

C.	LAND USE FEES	FEE
8.	Comprehensive Plan Map or Text Amendment	\$1,000 plus costs
9.	Zoning Ordinance Map or Text Amendment	\$1,000 plus costs
10.	Wireless Facility Fee	\$4,000 plus costs
11.	Appeals	\$500 plus costs
12.	SEPA	\$500 plus costs
13.	Code Interpretation	\$100 plus costs
14.	Site Plan Review	\$250 plus costs
15.	Staff Costs	\$100/hour
16.	Technology Fee	To reimburse the Town for costs specifically related to electronic development review and permit tracking, a 5% technology surcharge will be added to all fees listed in Section C, excluding any consultant or staff costs.

D.	LICENSES/OTHER FEES	FEE
1.	Business License – Annual value of products, gross proceeds of sales, or gross income in the Town is greater than \$2,000/year	\$50
		Delinquency fees:
		15--30 days: Greater of 10% of license fee or \$5.00
		31--90 days: Greater of 50% of license fee or \$10.00
	>90 days: Greater of 100% of license fee or \$25.00	
2.	Business License – In Town – Annual value of products, gross proceeds of sales, or gross income of the business in the Town is equal to or less than \$2,000	No fee
3.	Solicitation Permit	No fee
4.	Peddler Permit	No fee
5.	Lifetime Animal License	\$50
6.	Animal License - Replacement Tag	\$10
7.	Sign Permit	Individual: \$50
		2--5 agents: \$100
		6--10 agents: \$200
		10 or more agents: \$300
8.	Sign Retrieval Fee	\$50/sign
9.	Returned Check Fee – Electronic Payment – Unable to Locate Account	\$ 6 7
10.	Returned Check Fee – All Other	\$30

D.	LICENSES/OTHER FEES	FEE
11.	Reproducing Public Records	\$0.15 per page for letter, legal, or 11x17 size copies of public records
		Actual cost for larger copies or scans
		\$0.10 per page for letter, legal, or 11x17 size public records scanned into an electronic format
		\$0.05 per each four electronic files or attachments uploaded to email, cloud-based data storage service, or other means of electronic delivery
		\$0.10 per gigabyte for the transmission of public records in an electronic format or for the use of Town equipment to send the records electronically
		The actual cost of any digital storage media or device provided by the Town
		The actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge
		Any applicable customized service charges, as described in RCW 42.56.120(4)
		The charges above may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request
		The Town may charge a flat fee of up to two dollars for any request as an alternative to fees authorized above when the Town reasonably estimates and documents that the costs allowed under this subsection are clearly equal to or more than two dollars
12.	Copy/Fax	\$1.00/page
13.	False Alarms	\$250/second and consecutive responses within 6 months
14.	General Appeals	\$300 plus costs
15.	Large Function Permit	No fee
16.	Outdoor Burning	Prohibited
17.	Temporary Tent Encampments	No fee

E.	TOWN HALL RENTAL	FEE
1.	Resident Rate – Per Four Hour-Block	\$150
2.	Non-Resident Rate – Per Four-Hour Block	\$300
3.	Alcohol Fee	\$200
4.	Refundable Damage/Cleaning Deposit	\$200
5.	Administrative Fee	\$50
6.	Lost Key Fee	Actual cost of re-keying all necessary locks

A. Right-of-Way. The criteria for determining the category of a right-of-way permit are listed in 12.50.030.

B. Reproducing public records.

1. The Town finds that calculating the actual costs of providing paper or electronic copies of public records would be unduly burdensome because of the complexity of factors involved in calculating such a charge. The Town will therefore charge fees for providing copies of public records in accordance with RCW 42.56.120, as set forth in Section 3.32.010.

2. Actual reproduction cost shall be charged for copies or scans which the Town is unable to reproduce in-house. The charge is the amount necessary to reimburse the Town for its actual costs incident to such copying and will be based on the costs charged by the off-site vendor or copying service. The Town may, at its discretion, choose to send large or complex copy jobs to outside vendors even when the Town can complete the job in house when doing so would conserve resources. In this case, the charge will be based on the total charge imposed by the off-site copying service.
- C. When a stated fee amount in the fee schedule includes “plus costs”, the costs are due and payable to the Town from the applicant or property owner, as provided in WMC 3.32.020.

D. Town Hall Rental.

1. Rental of Town Hall shall be at the discretion of the Mayor, or the Mayor’s designee, in accordance with applicable federal and state laws and this Fee Schedule. The Mayor may waive any and all fees for a not-for-profit business or organization that provides a service to the Town or its residents or for a government agency or public official acting in their governmental capacity.

1.2. Cancellations and refunds shall be processed pursuant to the Town’s Facility Usage Policy.

D.E. Permit Refunds.

1. The building official may authorize refunding of not more than eighty percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
2. The building official may authorize refunding of not more than eighty percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter.
3. The building official shall not authorize a refund of any fee paid except on written application filed by the original permittee not later than one hundred eighty days after the date of payment of the fee.

F. Stormwater Utility

3.1. The Stormwater Utility Service Charges listed in Section A shall increase annually by the June-to-June CPI-U for Seattle-Tacoma-Bellevue, with a minimum increase of 3%, rounded up to the nearest whole number. (WMC 11.01.110)

TOWN OF WOODWAY

RESOLUTION 2024-461

A RESOLUTION OF THE TOWN OF WOODWAY AMENDING THE TOWN'S RESERVE POLICY.

WHEREAS, the Government Financial Officers Association ("GFOA") recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for budgetary purposes; and

WHEREAS, GFOA states that the adequacy of an unrestricted fund balance in the general fund should take into account each government's own unique circumstances; and

WHEREAS, GFOA recommends, at a minimum, that governments, regardless of size, maintain an unrestricted fund balance in the general fund of no less than two months (16.67%) of regular general fund operating revenues or regular general fund operating expenditures; and

WHEREAS, the Town's unique structure results in a high dependence on property tax revenue, a significant portion of which is received annually by the Town several months after the Town has incurred substantial public safety and operational expenses; and

WHEREAS, in Resolution 12-361, the Town Council for the Town of Woodway ("Town") expressed a desire to continue its past practice of conservative fiscal management and to maintain an unallocated cash reserve equivalent to four months (33%) of the Town's budgeted Current Expense and Streets Funds expenditures; and

WHEREAS, the Town Council recognizes a distinction between the need for adequate budgetary flexibility from the need for available financial resources to address emergencies; and

WHEREAS, the Town Council desires revise its reserve policy to distinguish between its desire to maintain sufficient unallocated cash reserves and unrestricted fund balances to ensure stable service delivery, to meet future needs, and to protect against financial instability, as well as to maintain sufficient unallocated cash reserves to provide monies for emergency situations and catastrophic events.

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

Section 1. The attached Town of Woodway Reserve Policy, dated February 21, 2024, is adopted in its entirety.

PASSED this 20th day of February 2024 by the Town Council of the Town of Woodway.

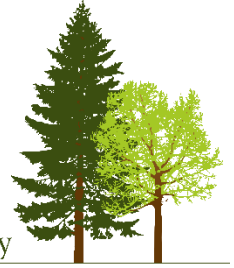
TOWN OF WOODWAY

Michael S. Quinn, Mayor

ATTEST:

Heidi K. S. Napolitano, Clerk-Treasurer

Draft



RESERVE POLICY

Purpose

The purpose of this policy is threefold:

- To ensure that the Town has sufficient funds at the beginning of each year to cover personnel costs, emergency services contract costs, insurance costs, and other necessary expenditures before the Town receives significant revenue.
- To protect against financial instability and ensure stable service delivery in the event of unforeseen circumstances.
- To ensure that the Town has sufficient financial resources to fund operations during a declared emergency and/or a catastrophic event.

Adopted by: Resolution 2024-651

Administration

The Clerk-Treasurer shall administer this policy.

Policies

- A. The Town shall attempt to maintain an unallocated Beginning Fund Balance equivalent to the Town's estimated first four months of budgeted General Fund expenditures less conservatively estimated projected revenues during such time period.
- B. The Town should budget within its General Fund a contingency equivalent to approximately one month of the Town's budgeted General Fund expenditures. Contingency expenditures require approval by the Town Council.
- C. The Town shall attempt to maintain an unallocated General Fund reserve of two months of the Town's budgeted General Fund expenditures to fund operations in the event of a declared emergency and/or a catastrophic event.
- D. The Town shall attempt to maintain an unallocated Capital Projects Fund (REET) reserve of \$100,000 to fund operations in the event of a declared emergency and/or a catastrophic event. The amount of the REET reserve should be reviewed by the Town Council every four years.