



**CITY OF WOODINVILLE
CITY COUNCIL MEETING
TUESDAY, MARCH 3, 2026 – 7:00 PM
COUNCIL CHAMBERS**

This meeting will be live streamed on the City's website. Meetings are also broadcast on Woodinville TV and is available on Comcast (channel 21). To join the MS Teams meeting on your computer or mobile app click here: <https://woodinville.cc/4rAnigz>. Or call in (audio only) by dialing +1 206-397-0678, Phone Conference ID: 413 017 603#.

AGENDA

CALL TO ORDER 7:00 pm

ROLL CALL 7:01 pm

FLAG SALUTE 7:03 pm

APPROVAL OF AGENDA ORDER AND CONTENT 7:04 pm

SPECIAL PRESENTATIONS (None)

PUBLIC COMMENTS 7:05 pm

CONSENT CALENDAR 7:20 pm

These items are considered routine in nature or have been previously reviewed by the Council.

1. Approval of Invoices Dated February 23, 2026: Check Nos. 63567-63613 and Wire Nos. 1148-1151 Totaling \$5,350,291.27: Fritts
[Staff Report](#)
2. Approval of Payroll Dated February 18, 2026: Check Nos. 31499-31501 and Electronic Fund Transfers 32520-32583 in the Amount of \$301,146.72: Fritts
[Staff Report](#)
3. 2025/2026 Biennial Treasury Report for January 2026: Fritts
[Staff Report](#)

4. Approval of Professional Services Agreement with KBA, Inc. for Construction Management Services for the SR 202 Widening and Trestle Replacement Project (ST-13-002): D'Souza
[Staff Report](#)
5. Second Reading & Adoption of Ordinance No. 802. Amending WMC 2.06.030, Salary Commission Code: Buchanan/Ganson
[Staff Report](#)
6. Award of Contract for the Rotary Community Park - Restroom Improvements Project: D'Souza
[Staff Report](#)

BUSINESS ITEMS

7. Presentation of 2026 Legislative Session Update: Hill
7:25 pm
[Staff Report](#)
8. First Reading of Ordinance No. 804: Repealing and Readopting Section 21.42.040 WMC pertaining to Ground Floor Residential Dwelling Units and Active Uses in the CBD zone: Grumbach
7:40 pm
[Staff Report](#)
9. Study Session: Green Partners LLC Development Agreement: Grumbach/Buchanan
7:45 pm
[Staff Report](#)
10. 2025 Crime Stats Report: Myers
8:30 pm
[Staff Report](#)
11. Second Reading and Adoption of Ordinance No. 801 amending Multifamily Housing Property Tax Exemption Regulations in Chapter 3.43 WMC: Grumbach/Buchanan
8:50 pm
[Staff Report](#)
12. First Reading of Ordinance No. 803, Enacting Sales Tax Increase of .1% with Revenues Dedicated to Public Safety: Buchanan/Fritts
9:05 pm
[Staff Report](#)
13. Amending Council Rules of Procedure: Buchanan
9:25 pm
[Staff Report](#)
14. Washington D.C. legislative lobbying visit: Hill/Buchanan
9:40 pm
[Staff Report](#)

PUBLIC COMMENTS 9:55 pm

REPORTS OF CITY MANAGER 10:10 pm

REPORTS OF COUNCILMEMBERS 10:15 pm

EXECUTIVE SESSION (If needed)

ADJOURNMENT 10:25 pm

PUBLIC COMMENTS

In-Person Public Comment

If you wish to provide public comments in person, please use the sign-in sheet in the Council Chambers before the meeting begins. Once called to the podium, speakers may represent themselves or serve as the designated spokesperson for an organization. Speakers will be required to state their name and whether they live within Woodinville City limits. Public comments are limited to three minutes. Once every person who has signed up has had an opportunity to provide public comment, if the time allocated for public comment has not elapsed, the Presiding Officer may call for any other person in the audience desiring to make a comment to do so. The Presiding Officer will determine speaking order of additional commentors by inviting each to the podium.

Virtual Public Comment

If you wish to provide a virtual public comment, please sign up to speak by accessing the form located on the City's website at: <https://www.ci.woodinville.wa.us/276/City-Council>. Speakers must sign up 1 hour before the meeting starts to be included in the public comment period. Any person desiring to make a virtual public comment must use the technology platform(s) designated by the city. Remote public comment will be permitted only if the speaker signs up prior to the meeting. Inability to participate virtually for any reason, including problems with remote participation technology, shall not interfere with the orderly conduct of the meeting and may result in the speaker losing their opportunity to provide public comment.

Written Public Comment

If you wish to provide written public comments, please submit a written statement by accessing the form located on the City's website at: <https://www.ci.woodinville.wa.us/276/City-Council>. Written public comments must be received 1 hour before the meeting starts. Time permitting and at the sole discretion of the Presiding Officer, written comments may be read aloud during the comment period if specifically requested. All written public comments will be distributed to City Council in a timely manner and will be entered into the meeting's public record.

PUBLIC HEARINGS

Public Testimony

If you wish to provide virtual or written public testimony as part of a public hearing, please sign up to speak or submit written testimony by accessing the form located on the City's website at: <https://www.ci.woodinville.wa.us/276/City-Council>. Virtual testimony sign-ups and written testimony must be received 1 hour before the meeting starts to be included in the public hearing. If you are attending the meeting in person, please use the sign-in sheet in the Council Chambers before the meeting begins. Once called to the podium, speakers may represent themselves or serve as the designated spokesperson for an organization. Speakers will be required to state their name and whether they live within Woodinville City limits. Public hearing testimony is limited to five minutes.

Please refer to [Resolution No. 639](#) for Council Rules of Procedure.



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Approval of Invoices Dated February 23, 2026: Check Nos. 63567-63613 and Wire Nos. 1148-1151 Totaling \$5,350,291.27: Fritts
<u>Staff Contact:</u>	Blaine Fritts, Finance Director

[Staff Report](#)

Agenda Item Number: 1.

CITY OF WOODINVILLE

INVOICES

"As required by RCW 42.24.080 and by Ordinance 593 as Auditing Officer, 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, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and shown as check numbers 63567-63613 and wire numbers 1148-1151 totaling \$5,350,291.27 are just, due and unpaid obligation against the City of Woodinville, and that I am authorized to authenticate and certify to said invoice (claim)."



Finance Director

2-23-2026

Date

City of Woodinville
Claims and Payroll Expenditure Summary to Council
For Meeting of March 3, 2026

No.	Fund Description	2026	2026	2026	2025-2026	2025-2026	% of
		15-Feb	23-Feb	3-Mar	Actual Payroll/Invoices (excluding transfers and Interfund charges)	Amended Budgeted Expenditures (excluding transfers and Interfund charges)	
		Payroll	Claims	Claims			2025-2026 Budget Expended
Operating Funds							
001	General	\$ 166,712	\$4,584,064	\$766,228	\$19,100,286	\$36,710,599	52%
101	Street	\$ 18,220	\$28,496	\$1,668	\$2,011,883	\$3,925,090	51%
104	Developmental Services	\$ 70,247	\$713	\$4,219	\$3,279,052	\$6,635,404	49%
111	Parks & Rec Special Revenue	\$ 23,411	\$5,470	\$4,971	\$1,385,407	\$2,886,290	48%
Other Restricted Funds							
110	Admission Tax				-	-	0%
112	System Replacement				\$0	-	0%
113	Strategic Budget Reserve				-	-	0%
114	Park Impact Fee				-	-	0%
115	Hotel/Motel Tax				\$196,910	\$392,000	50%
116	Traffic Impact Fees				\$302,720	\$2,000,000	15%
117	School Impact Fees				\$431,978	\$517,400	83%
201	Debt Service				\$0	-	0%
C.I.P. Funds							
301	Capital Project				\$0	-	0%
302	Special Capital Project				\$0	-	0%
303	Capital Street Project/ Reserve			\$46,756	\$7,765,203	\$41,987,303	18%
354	Parks & Rec Capital Projects				\$187,157	\$8,450,624	2%
358	Facilities Capital Project			\$103,006	\$296,083	\$1,057,412	28%
Enterprise Funds							
410	Surface Water Management	\$ 22,556	\$496	\$1,095	\$1,281,327	\$4,410,040	29%
412	Surface Water Capital Projects				\$106,491	\$9,417,796	1%
Internal Service							
501	Equipment Rental		\$1,025	\$316	\$121,768	\$257,250	47%
503	Equipment Replacement		\$2,306	\$46	\$344,507	\$501,400	69%
505	Unemployment Reserve		\$3,129		\$16,228	\$44,000	37%
Trust/Deposit Funds							
631	Deposit Fund		\$41	\$1,857	\$51,541	-	0%
		\$301,147	\$4,625,740	\$930,161	\$36,878,540	\$119,192,608	31%

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
1148 02/05/2026 MANL 335 WA ST EMPLOYMENT SECURITY Invoice: Q4/2025	01/10/2026 Q4 2025 Unemployment Employee Benefits		ER022326	3,128.88
1149 02/09/2026 MANL 5003 KPM WOODINVILLE LLC Invoice: 02-09-2026-MC	02/09/2026 Purchase of land for Northshore Recreation Center		ER022326	2,264,383.00
1150 02/09/2026 MANL 5003 KPM WOODINVILLE LLC Invoice: 02-09-2026-PC	02/09/2026 Purchase of land for Northshore Recreation Center		ER022326	2,265,133.00
1151 02/23/2026 MANL 462 WA ST DEPT OF REVENUE Invoice: JANUARY 2026	02/11/2026 JANUARY 2026 EXCISE TAX RETURN		ER022326	349.29
63567 02/23/2026 PRD 2584 ALLSTREAM Invoice: 22196142	02/08/2026 City Hall Phones		ER022326	943.00

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CASH ACCOUNT: 00100000	111101	Cash
CHECK NO	CHK DATE	TYPE VENDOR NAME

Report generated: 02/23/2026 14:51
User: 6604rreilly
Program ID: apcshdsb

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

Invoice: 220034217368-021126		INVOICE DTL DESC				INVOICE		INV DATE	PO	CHECK RUN	NET
		12.77	10154230	47020E	Radar at 15610 124th P] NE Utility Services Electricity						
	PUGET SOUND ENERGY										
Invoice: 220033771308-021126											
		743.53	00151830	47020E	CEC 13203 NE 175th St - CEC Utility Services Electricity						743.53
Invoice: 300000004295-021126											
	PUGET SOUND ENERGY										
		5,991.81	10154230	47020E	Street Lights Utility Services Electricity						5,991.81
Invoice: 300000005599-021126											
	PUGET SOUND ENERGY										
		256.01	10154230	47020E	Street Lights Utility Services Electricity						256.01
Invoice: 220024033015-021126											
	PUGET SOUND ENERGY										
		72.77	10154230	47020E	RR Crossing at 13629 NE 177th PL Utility Services Electricity						72.77
Invoice: 220033445549-021126											
	PUGET SOUND ENERGY										
		4,359.54	11157640	47020E	Sportsfield Lights Utility Services Electricity						4,359.54
Invoice: 200015226091-021126											
	PUGET SOUND ENERGY										
		159.54	10154230	47020E	Street Lights at 20000 Woodinville Utility Services Electricity						159.54
Invoice: 220005627173-021126											
	PUGET SOUND ENERGY										
		177.03	10154230	47020E	Signal at 15606 NE Woodinville Utility Services Electricity						177.03
Invoice: 200015227321-021126											
	PUGET SOUND ENERGY										
		206.67	10154230	47020E	Traffic Signal at 13820 NE 195th St Utility Services Electricity						206.67
Invoice: 200006262618-021126											
	PUGET SOUND ENERGY										
		264.03	11157680	47020E	Electricity at Rotary Park Restroom Utility Services Electricity						264.03
Invoice: 200006264119-021126											
	PUGET SOUND ENERGY										
		415.75	10154230	47020E	Street Lights at 14430 Woodinville Utility Services Electricity						415.75
Invoice: 220005627645-021126											
	PUGET SOUND ENERGY										
		103.08	10154230	47020E	Signal at 18515 168th Ave NE Utility Services Electricity						103.08
Invoice: 220024032561-021126											
	PUGET SOUND ENERGY										
		93.92	10154230	47020E	RR Crossing at 12740 Woodinville Utility Services Electricity						93.92
Invoice: 200006264283-021126											
	PUGET SOUND ENERGY										
		12.64									12.64

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

CASH ACCOUNT: 001000
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City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC				
63571 02/23/2026 PRD 4838 TRISTAN ARMSTRONG	01-30-2026	02/03/2026	ER022326	200.00
Invoice: 01-30-2026	200.00 00154420 31010E	work Boots for Engineer I operating Supplies		
63572 02/23/2026 PRD 3569 VERIZON WIRELESS	6135475392	02/08/2026	ER022326	2,305.64
Invoice: 6135475392	2,305.64 50353200 42010E	Cell Phone Service Communication		
63573 02/23/2026 PRD 116 WOODINVILLE WATER DISTRICT	104541.01-020926	02/09/2026	ER022326	69.30
Invoice: 104541.01-020926	69.30 11157680 47030E	14980 NE 185th Irrigation Utility Services Water/Sewer		
WOODINVILLE WATER DISTRICT	118010.01-020926	02/09/2026	ER022326	69.30
Invoice: 118010.01-020926	69.30 10154230 47030E	Water Meter for 185th St Utility Services Water/Sewer		
WOODINVILLE WATER DISTRICT	3115	02/09/2026	ER022326	223.91
Invoice: 3115	223.91 41053110 47030E	HYDRANT METER RENTAL Utility Services Water/Sewer		
63574 02/23/2026 PRD 4555 ZIPLY FIBER	425-197-0914-020626	02/06/2026	ER022326	516.85
Invoice: 425-197-0914-020626	69.26 00151310 42010E	City Hall Backup Internet Communication		
	60.47 00151420 42010E	Communication		
	60.47 00151880 42010E	Communication		
	17.06 00152110 42010E	Communication		
	67.71 00154420 42010E	Communication		
	17.57 00155860 42010E	Communication		
	39.28 10154230 42010E	Communication		
	68.74 10455850 42010E	Communication		
	27.39 10455851 42010E	Communication		
	47.55 11157680 42010E	Communication		
	41.35 41053110 42010E	Communication		
		CHECK	63574 TOTAL:	516.85
			63570 TOTAL:	43,058.70

A/P CASH DISBURSEMENTS JOURNAL



NUMBER OF CHECKS	12	*** CASH ACCOUNT TOTAL ***	4,584,063.58
		COUNT	AMOUNT
TOTAL PRINTED CHECKS	8	51,069.41	
TOTAL MANUAL CHECKS	4	4,532,994.17	
		*** GRAND TOTAL ***	4,584,063.58

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101
CHECK NO CHK DATE TYPE VENDOR NAME Cash

				INVOICE	INV DATE	PO	CHECK RUN	NET
				INVOICE DTL DESC				
63575	03/03/2026	PRTD	2553 AECOM TECHNICAL SERVICES INC.	2001086937	11/25/2025	20250121	03/03/26	2,602.92
Invoice: 2001086937					TO 2025-19 Wdvl Street Light Foundation Design Professional Services			
			2,602.92	00154420	41010E			
					CHECK		63575 TOTAL:	2,602.92
63576	03/03/2026	PRTD	2664 ALL BATTERY SALES & SERV. INC	300-10184761	02/13/2026		03/03/26	53.75
Invoice: 300-10184761					Battery Recycling Service Prof Svc-Recycling			
			53.75	00154420	41510E			
					CHECK		63576 TOTAL:	53.75
63577	03/03/2026	PRTD	4341 AMAZON CAPITAL SERVICES	1N44-LC4Q-FGQG	02/10/2026		03/03/26	23.77
Invoice: 1N44-LC4Q-FGQG					Carpet Cord Cover Operating Supplies			
			23.77	00151310	31010E			
63578	03/03/2026	PRTD	AMAZON CAPITAL SERVICES	1619-TXYQ-DJGP	02/17/2026		03/03/26	110.62
Invoice: 1619-TXYQ-DJGP					Privacy screen for HR Analyst Small Tool/Minor Equipment			
			110.62	00151310	35010E			
					CHECK		63577 TOTAL:	134.39
63578	03/03/2026	PRTD	4699 Applied organics Landscape Supply	260211-001	02/11/2026		03/03/26	573.56
Invoice: 260211-001					Sand Compost for Wilmot Raised Beds Operating Supplies			
			573.56	11157680	31010E			
					CHECK		63578 TOTAL:	573.56
63579	03/03/2026	PRTD	5000 BEAM GLOBAL	INV1812	01/28/2026	20260014	03/03/26	103,005.87
Invoice: INV1812					EV ARC Charging System			
			103,005.87	E F-23-001 -Constr				
				35859448	63030E			
					Other Imp - Construction			
					CHECK		63579 TOTAL:	103,005.87
63580	03/03/2026	PRTD	2441 CITY OF KIRKLAND	FEB26WDV	02/11/2026	20250054	03/03/26	4,423.42
Invoice: FEB26WDV					Municipal Court Services 2025-2026 Intergov Professional Services			
			4,423.42	00151252	41710E			
63580	03/03/2026	PRTD	CITY OF KIRKLAND	KPD2026-009	02/18/2026	20250049	03/03/26	20,286.00
Invoice: KPD2026-009					Jan 2026 Jail Services Intergov Professional Services			
			20,286.00	00152360	41710E			
					CHECK		63580 TOTAL:	24,709.42

CASH ACCOUNT: 00100000	111101	Cash
CHECK NO	CHK DATE	TYPE VENDOR NAME

Report generated: 02/23/2026 15:36
User: 6604rreilly
Program ID: apcshdsb

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CASH ACCOUNT: 00100000	111101	Cash
CHECK NO	CHK DATE	TYPE VENDOR NAME

Report generated: 02/23/2026 15:36
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Program ID: apcshdsb

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO		CHK DATE	TYPE	VENDOR NAME	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC									
						CHECK	63589 TOTAL:		656.45
63590	03/03/2026	PRTD		4980 HUTCHISON LAW	C26002793	02/10/2026	20250170	03/03/26	750.00
Invoice: C26002793				750.00	00151593	41420E	Conflict of Interest Public Defense Services		
Invoice: 6A0182601				750.00	00151593	41420E	Conflict of Interest Public Defense Services		
						CHECK	63590 TOTAL:		1,500.00
63591	03/03/2026	PRTD		4284 IBM CORPORATION	4800517	02/05/2026		03/03/26	45.66
Invoice: 4800517				45.66	50351880	49030E	IBM MaaS 360 Mobile Device Management Overage Licenses & Subscriptions		
						CHECK	63591 TOTAL:		45.66
63592	03/03/2026	PRTD		4303 KBA INC.	3010213	02/13/2026	20250051	03/03/26	39,485.03
Invoice: 3010213				39,485.03		CM Services - 133rd Grid Rd Ext/Roundabout Project			
				E ST-23-007 -ConstMgmt - Other Imp - Construction Mgmt	30359590	63020E			
						CHECK	63592 TOTAL:		39,485.03
63593	03/03/2026	PRTD		1300 KING COUNTY FINANCE DEPT	2170830	02/06/2026		03/03/26	53,163.36
Invoice: 2170830				53,163.36	00151490	41710E	2025 Voter Registration Costs Intergov Professional Services		
Invoice: 2170938				939.04	00155720	41710E	Q4 2025 Liquor Profits & Excise Tax Intergov Professional Services		
						CHECK	63593 TOTAL:		54,102.40
63594	03/03/2026	PRTD		130 KING COUNTY SHERIFF'S OFFICE	26-0020	02/09/2026		03/03/26	470,816.08
Invoice: 26-0020				470,816.08	00152120	41710E	POLICE SERVICES JANUARY 2026 Intergov Professional Services		
						CHECK	63594 TOTAL:		470,816.08
63595	03/03/2026	PRTD		4943 CENTRAL NETWORK RETAIL GROUP	619300/4	02/06/2026		03/03/26	38.48
Invoice: 619300/4				19.24	00154350	31010E	Cleaning Solution for shop, Hook for Ramp Trailer		
				19.24	50154860	31010E	Operating Supplies		

City of Woodinville



A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

CHECK NO		CHK DATE	TYPE	VENDOR NAME	CASH	INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC										
Invoice: 619313/4	CENTRAL NETWORK RETAIL GROUP	619313/4	85.50 11157680 31010E	02/09/2026	03/03/26	85.50				
				Willmot Trail Sign Supplies						
				Operating Supplies						
Invoice: 619321/4	CENTRAL NETWORK RETAIL GROUP	619321/4	9.30 00151830 31010ECH	02/09/2026	03/03/26	9.30				
				Police Holding Room Wall Reinforcement Supplies						
				Operating Supplies						
Invoice: 619357/4	CENTRAL NETWORK RETAIL GROUP	619357/4	47.05 50154860 31010E65235	02/11/2026	03/03/26	47.05				
				Tymco Sweeper Hose Coupling & Gripper Plug						
				Operating Supplies						
Invoice: 619364/4	CENTRAL NETWORK RETAIL GROUP	619364/4	32.09 00151830 31010ECH	02/11/2026	03/03/26	32.09				
				Drill Bit for Repairing CH Barn Door						
				Operating Supplies						
Invoice: 619385/4	CENTRAL NETWORK RETAIL GROUP	619385/4	13.90 11157680 35010E	02/12/2026	03/03/26	13.90				
				Copper Fitting for DeYoung Drinking Fountain						
				Small Tool/Minor Equipment						
Invoice: 619455/4	CENTRAL NETWORK RETAIL GROUP	619455/4	10.69 11157680 35010E	02/19/2026	03/03/26	10.69				
				Pipe connector for Parks irrigation supplies						
				Small Tool/Minor Equipment						
Invoice: 619422/4	CENTRAL NETWORK RETAIL GROUP	619422/4	53.48 00154350 35010E	02/17/2026	03/03/26	53.48				
				Circuit breaker Finder for PW Shop						
				Small Tool/Minor Equipment						
				CHECK	63595 TOTAL:	290.49				
63596 03/03/2026 PRD	771 NORTHWEST PLAYGROUND EQUIPMENT	AR100291		01/30/2026	03/03/26	167.33				
Invoice: AR100291			167.33 11157680 35010E	Chains for Willmot Park Tire Swing						
				Small Tool/Minor Equipment						
				CHECK	63596 TOTAL:	167.33				
63597 03/03/2026 PRD	3732 O'REILLY AUTO PARTS	3709-179494		02/17/2026	03/03/26	11.58				
Invoice: 3709-179494			11.58 50154860 31010E65234	Bulbs for 2019 Ford F150						
				Operating supplies						
				CHECK	63597 TOTAL:	11.58				
63598 03/03/2026 PRD	3772 OFFICE OF THE STATE TREASURER	JANUARY 2026		02/17/2026	03/03/26	1,856.70				
Invoice: JANUARY 2026			1,856.70 63158600 00262E	January 2026 Municipal Court Proceeds						
				Court Dist - State of WA						

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101
CHECK NO CHK DATE TYPE VENDOR NAME

Cash

Invoice: 56359

INVOICE

INV DATE PO

CHECK RUN

NET

INVOICE DTL DESC

CHECK 63598 TOTAL: 1,856.70

63599 03/03/2026 PRD 2692 PACIFIC AIR CONTROL INC. 56359 01/20/2026 20230044 03/03/26 1,597.14 HVAC Repair Services City Hall
Invoice: 56359 Repairs & Maintenance

Invoice: 56643 PACIFIC AIR CONTROL INC. 56643 02/12/2026 20230044 03/03/26 496.35 HVAC Repair Services City Hall
Repairs & Maintenance

CHECK 63599 TOTAL: 2,093.49

63600 03/03/2026 PRD 1747 Parametrix Inc. 75946 02/17/2026 20230108 03/03/26 5,327.57
Invoice: 75946 TO 2023-14 133rd Ave NE Grid Rd Ext Intersection

5,327.57 E ST-23-007 -Design -Design
30359510 63010E other Improvements - Design

CHECK 63600 TOTAL: 5,327.57

63601 03/03/2026 PRD 2304 PITNEY BOWES 1028920480 02/05/2026 03/03/26 148.29
Invoice: 1028920480 Postage Meter Ink

20.02 00151310 42010E Communication
16.76 00151420 42010E Communication
8.90 00151880 42010E Communication
2.82 00152110 42010E Communication
22.10 00154420 42010E Communication
5.64 00155860 42010E Communication
12.60 10154230 42010E Communication
22.10 10455850 42010E Communication
8.75 10455851 42010E Communication
15.27 11157680 42010E Communication
13.33 41053110 42010E Communication

CHECK 63601 TOTAL: 148.29

63602 03/03/2026 PRD 4986 RETAIL SERVICES WIS CORPORATION 01-1164138 12/05/2025 20250171 03/03/26 1,617.75
Invoice: 01-1164138 INVENTORY SERVICES CONTRACT NO. 25-108
Professional Services

1,617.75 00151420 41010E

CHECK 63602 TOTAL: 1,617.75

63603 03/03/2026 PRD 4888 RWC GROUP RAL15002841:01 02/05/2026 03/03/26 238.04
Invoice: RAL15002841:01 2025 Kenworth Dump Truck DOT Inspection
Repairs & Maintenance

238.04 50154860 48010E78872

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

				INVOICE DTL DESC					
				INVOICE	INV DATE	PO	CHECK RUN	NET	
					CHECK		63603 TOTAL:	238.04	
63604	03/03/2026	PRTD	4230 Sound Safety Products Co Inc	727675/1	02/06/2026	03/03/26		54.51	
Invoice: 727675/1					Uniform Pants for W. Alvarado				
			54.51 10154230 31010E		Operating Supplies				
					CHECK		63604 TOTAL:	54.51	
63605	03/03/2026	PRTD	4542 South Correctional Entity (SCORE) 9229		02/10/2026	20230040 03/03/26		2,299.47	
Invoice: 9229					Jail services				
			2,299.47 00152360 41710E		Intergov Professional Services				
					CHECK		63604 TOTAL:	54.51	
					02/10/2026	20230040 03/03/26		2,299.47	
			South Correctional Entity (SCORE) 9265		Jail services				
			300.00 00152360 41710E		Intergov Professional Services				
					CHECK		63605 TOTAL:	2,599.47	
63606	03/03/2026	PRTD	2062 STAPLES ADVANTAGE		02/07/2026	03/03/26		89.70	
Invoice: 6055335640					Hot Cups, Sugar & Forks for Kitchen				
			9.42 00151310 31020E		City-wide Supplies				
			7.89 00151420 31020E		City-wide Supplies				
			4.22 00151880 31020E		City-wide Supplies				
			20.90 00152110 31020E		City-wide Supplies				
			10.41 00154420 31020E		City-wide Supplies				
			2.69 00155860 31020E		City-wide Supplies				
			6.01 10154230 31020E		City-wide Supplies				
			10.49 10455850 31020E		City-wide Supplies				
			4.13 10455851 31020E		City-wide Supplies				
			7.27 11157680 31020E		City-wide Supplies				
			6.27 41053110 31020E		City-wide Supplies				
					CHECK		63605 TOTAL:	2,599.47	
					02/10/2026	03/03/26		119.51	
			STAPLES ADVANTAGE		Adhesive, Paper Towels, Trash Bags & Kleenex				
			119.51 00151830 31010ECH		Operating Supplies				
					CHECK		63606 TOTAL:	232.34	
					02/13/2026	03/03/26		232.34	
			STAPLES ADVANTAGE		Soap for Wilmot Park restroom				
			232.34 11157680 31010E		Operating Supplies				
					CHECK		63607 TOTAL:	600.25	
					02/18/2026	03/03/26		600.25	
			STAPLES ADVANTAGE		Toilet paper for Wilmot Park restrooms				
			600.25 11157680 31010E		Operating Supplies				
					CHECK		63608 TOTAL:	137.12	
					02/20/2026	03/03/26		137.12	
			STAPLES ADVANTAGE		Tape, paper, batteries, paper clips for Supply Rm				
			14.40 00151310 31020E		City-wide Supplies				
			12.07 00151420 31020E		City-wide Supplies				
			6.44 00151880 31020E		City-wide Supplies				

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
INVOICE DTL DESC				
31.95 00152110 31020E				
15.91 00154420 31020E				
4.11 00155860 31020E				
9.19 10154230 31020E				
16.04 10455850 31020E				
6.31 10455851 31020E				
11.11 11157680 31020E				
9.59 41053110 31020E				
			CHECK	63606 TOTAL:
				1,178.92
63607 03/03/2026 PRD 1900 SUNBELT RENTALS INC.				
Invoice: 180230167-0001				
180230167-0001	02/18/2026		03/03/26	90.44
			Electric Heater Rental for City Hall	
90.44 00151830 45010ECH			Operating Rentals	
			CHECK	63607 TOTAL:
				90.44
63608 03/03/2026 PRD 1653 TACOMA SCREW PRODUCTS INC.				
Invoice: 160142940-00				
160142940-00	02/04/2026		03/03/26	50.51
			Plastic Dial Caliper Tool for Parks	
50.51 11157680 35010E			Small Tool/Minor Equipment	
			CHECK	63608 TOTAL:
				50.51
63609 03/03/2026 PRD 4885 TIERRA RIGHT OF WAY SERVICES LTD. 2600083				
Invoice: 2600083				
4885 TIERRA RIGHT OF WAY SERVICES LTD. 2600083	02/04/2026		03/03/26	9,138.26
			Recreation Center Property Acquisitions	
9,138.26				
E PA-25-001 -Land				
00159475 61010E			Capital Outlays - Land	
			CHECK	63609 TOTAL:
				9,138.26
63610 03/03/2026 PRD 2135 UNITED RENTALS (NORTH AMERICA) IN 256678345-002				
Invoice: 256678345-002				
2135 UNITED RENTALS (NORTH AMERICA) IN 256678345-002	01/30/2026		03/03/26	772.10
			Spot cooler & Duct Rental for Roof Replacement	
772.10 00151830 45010ECH			Operating Rentals	
			CHECK	63610 TOTAL:
				772.10
63611 03/03/2026 PRD 384 WA ST DEPT OF TRANSPORTATION				
Invoice: RE 41 JZ1577 L023				
384 WA ST DEPT OF TRANSPORTATION	11/18/2025		03/03/26	1,125.54
			SR 202 Trestle Project - JZ 1577	
1,125.54				
E ST-13-002 -Design				
30359510 63010E			-Design	
			Other Improvements - Design	
Invoice: RE 41 JZ1577 L024				
WA ST DEPT OF TRANSPORTATION	12/15/2025		03/03/26	817.95
			SR 202 Trestle Project - JZ 1577	
817.95				
E ST-13-002 -Design			-Design	

City of Woodinville

A/P CASH DISBURSEMENTS JOURNAL

CASH ACCOUNT: 00100000 111101 Cash
CHECK NO CHK DATE TYPE VENDOR NAME

INVOICE	INV DATE	PO	CHECK RUN	NET
30359510 63010E	INVOICE DTL DESC Other Improvements - Design			
	CHECK	63611	TOTAL:	1,943.49
63612 03/03/2026 PRD 2942 WTLBUR-ELLIS COMPANY	01/09/2026	03/03/26		447.51
Invoice: 17609129 Lawn Fertilizer for Parks				
447.51 11157680 31010E Operating Supplies	CHECK	63612	TOTAL:	447.51
63613 03/03/2026 PRD 4456 YAKIMA COUNTY DEPT OF CORRECTIONS JANUARY 2026	02/05/2026	20240067	03/03/26	7.00
Invoice: JANUARY 2026 YAKIMA JAIL SERVICES				
7.00 00152360 41710E Intergov Professional Services	CHECK	63613	TOTAL:	7.00
NUMBER OF CHECKS 39	*** CASH ACCOUNT TOTAL ***			766,227.69
TOTAL PRINTED CHECKS 39	COUNT	AMOUNT		
	39	766,227.69		
*** GRAND TOTAL ***				766,227.69



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Approval of Payroll Dated February 18, 2026: Check Nos. 31499-31501 and Electronic Fund Transfers 32520-32583 in the Amount of \$301,146.72: Fritts
<u>Staff Contact:</u>	Blaine Fritts, Finance Director

[Staff Report](#)

Agenda Item Number: 2.

CITY OF WOODINVILLE

PAYROLL

As required by RCW 42.24.080 and by Ordinance 768 as Auditing Officer, I, the undersigned, do hereby certify under penalty of perjury that the services rendered, or labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and shown as check numbers 31499-31501, and Electronic Fund Transfers 32520-32583 are just, due, and unpaid obligations against the City of Woodinville, and that I am authorized to authenticate and certify to said invoice (claim).

I approve the payroll in the amount of \$301,146.72



Finance Director

2-18-2026
Date

Salaries and Benefits

2025/2026 Budget	Biennium to Date	Percent of Budget Expended	% of Biennium Elapsed
\$17,452,397	\$9,132,147	52%	56%



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	2025/2026 Biennial Treasury Report for January 2026: Fritts
<u>Staff Contact:</u>	Blaine Fritts, Finance Director
<u>Additional Submitted by:</u>	Kim Auman, Accounting Supervisor

Issue: Shall the City Council receive the Treasury Report for January 2026?

[Staff Report](#)

Agenda Item Number: 3.



CITY OF WOODINVILLE, WA
REPORT TO THE CITY COUNCIL
17301 133rd Avenue NE, Woodinville, WA 98072
WWW.CI.WOODINVILLE.WA.US

To: Honorable City Council **Date:** March 3, 2026
By: Blaine Fritts, Finance Director; Kim Auman, Accounting Supervisor
Subject: 2025/2026 Biennial Treasury Report for January 2026

FINANCIAL ACTION SUMMARY		
Expenditure Required	Amount Budgeted/Approved	Additional Amount Required
		\$0

ISSUE: Shall the City Council receive the Treasury Report for January 2026?

RECOMMENDATION: To receive the Treasury Report for the month of January 2026.

BACKGROUND/DISCUSSION:

Information reported is through January 2026, which is 54.2% of the biennium. Budgeted amounts have been updated to reflect Council approved mid biennium adjustments. The attached report provides an overall financial picture of the City. The information provided includes:

- Budget Overview
- Major Sources of Operating Revenue
- Surface Water Revenues and Expenditures
- Operating Revenue and Expenditures
- Capital Project and Capital Overlay Expenditures
- Capital Project Revenues
- Budget to Actual by Fund
- Cash and Investments

RECOMMENDED ACTION:

Receive the January 2026 Treasury Report.

Attachments:

- 1) January 2026 Treasury Report

TREASURY REPORT

January 2026



City of Woodinville, Washington
17301 133rd Avenue NE
Woodinville, Washington, 98072

Budget Overview

2025/2026 Biennium Revenue and Expenditure Snapshot

Operating Revenue and Expenditures

	Revised Budget	January 2026	Biennium to Date	BTD %
Operating Revenues	\$45,889,002	\$1,180,595	\$24,042,200	52.4%
Operating Expenditures	\$46,566,102	\$1,302,339	\$21,488,349	46.1%

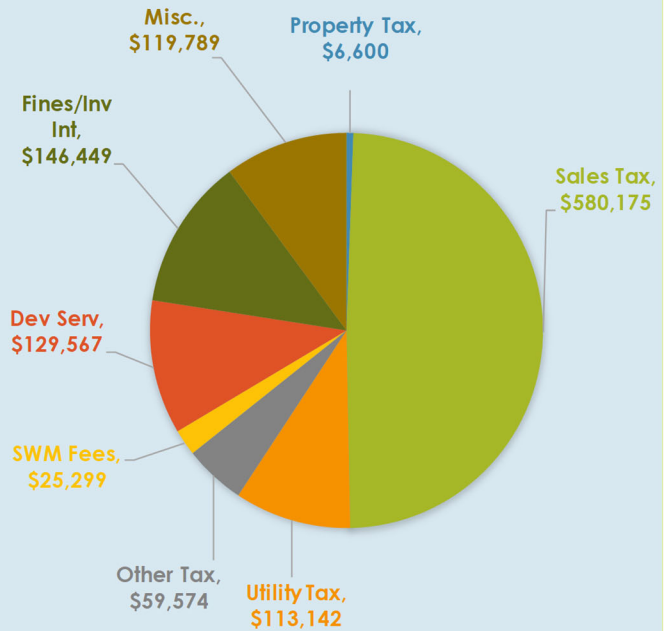
January Operating Revenue Highlights:

The City received \$6,600 in **property tax**, \$113,100 in **utility tax** revenues, \$40,800 in **criminal justice tax**, \$24,800 in **motor vehicle fuel tax**, \$21,000 in **liquor and beer excise tax**, and \$11,900 in **business license** revenues.

Overall trends show that sales tax revenue was \$13,200 lower compared to the same month in the prior year. For January **accommodation & food services** was up 17% or \$15,700, while **manufacturing** was down 24% or \$13,600, and **wholesale trade** was down 20% or \$10,500. **Retail trade** remains at similar levels as the same month in the prior year.

Development Services received \$74,200 in **permitting** revenue, and \$55,400 in **inspection, planning, and zoning fees**.

Investment interest for the month of January was \$208,900.



January Operating Expenditure Highlights

(excluding salaries and benefits):

Legislative - The City paid \$3,000 for legislative strategic advice services.

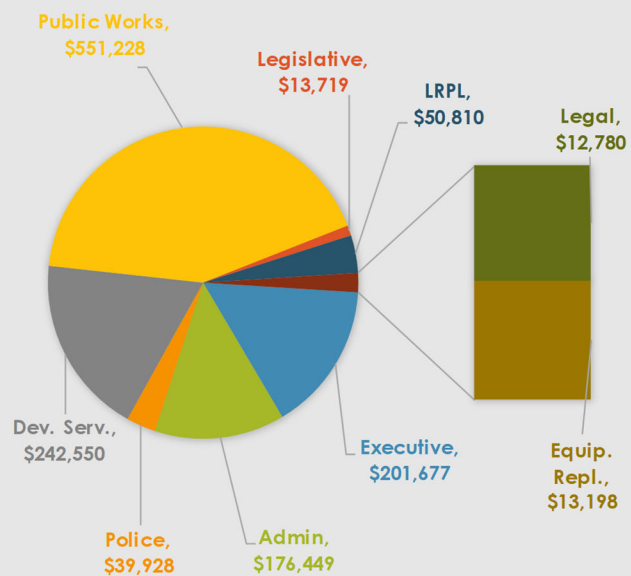
Executive - The City paid \$8,900 for community grants, \$11,700 for the annual Association of Washington Cities membership, and \$11,300 for 2026 Sound Cities Association dues.

Admin - the City paid \$10,000 for the annual Association of Washington Cities geographic information systems consortium membership.

Law Enforcement - The City paid \$16,300 for court services.

Development Services - The City paid \$7,100 for document digitization, \$4,700 for on-call permitting software support services, and \$3,900 for environmental review services.

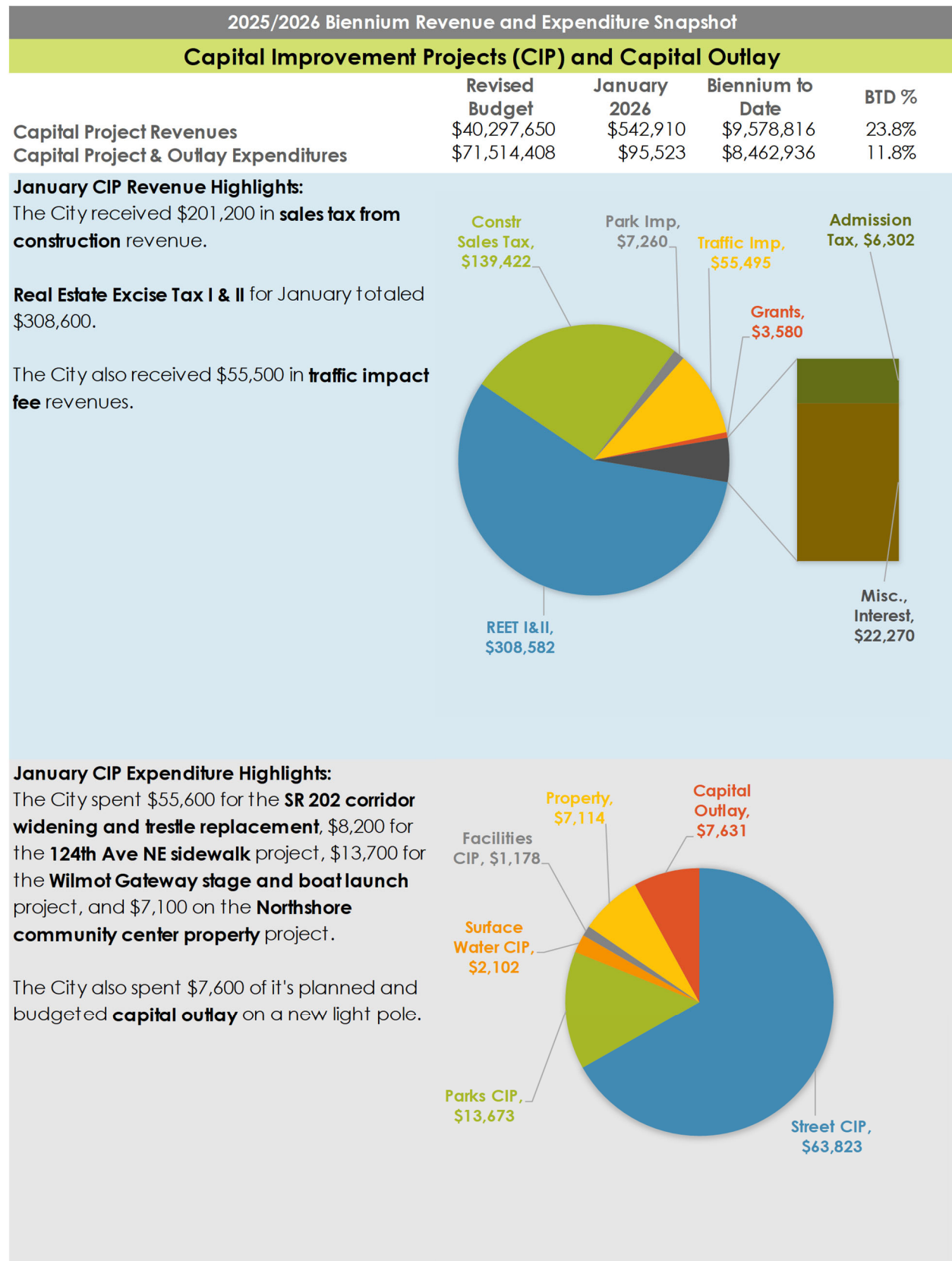
Public Works - The City paid \$7,200 for landscape maintenance services, \$14,100 for the Lake Leota watershed project, and \$12,000 for annual water quality monitoring.



January Investment Summary

The City purchased \$1.25 million of United States Treasury Notes, and \$500,000 of corporate bonds with January maturities.

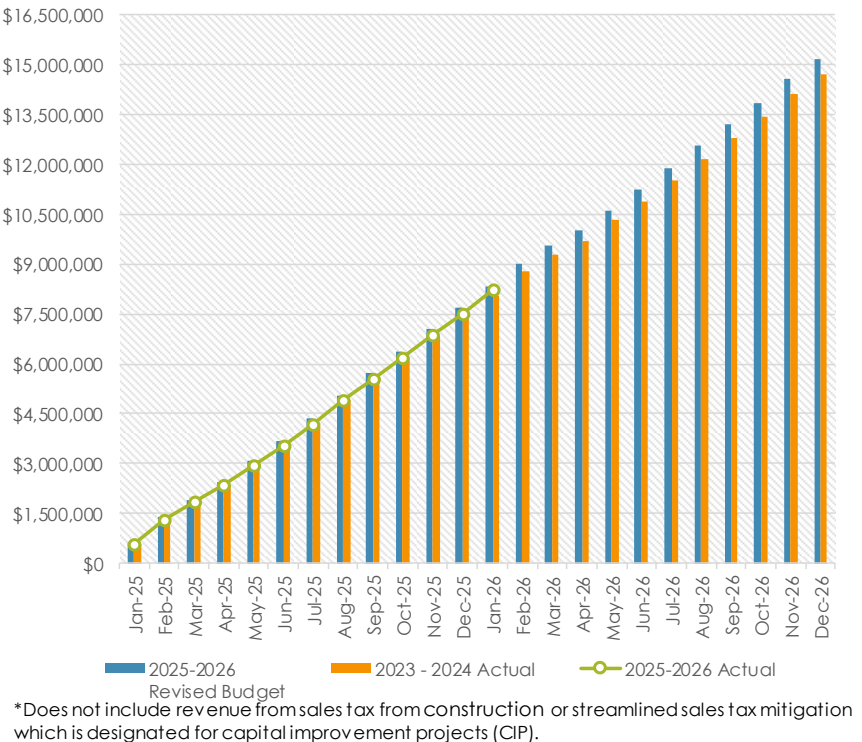
Budget Overview



Major Sources of Operating Revenue

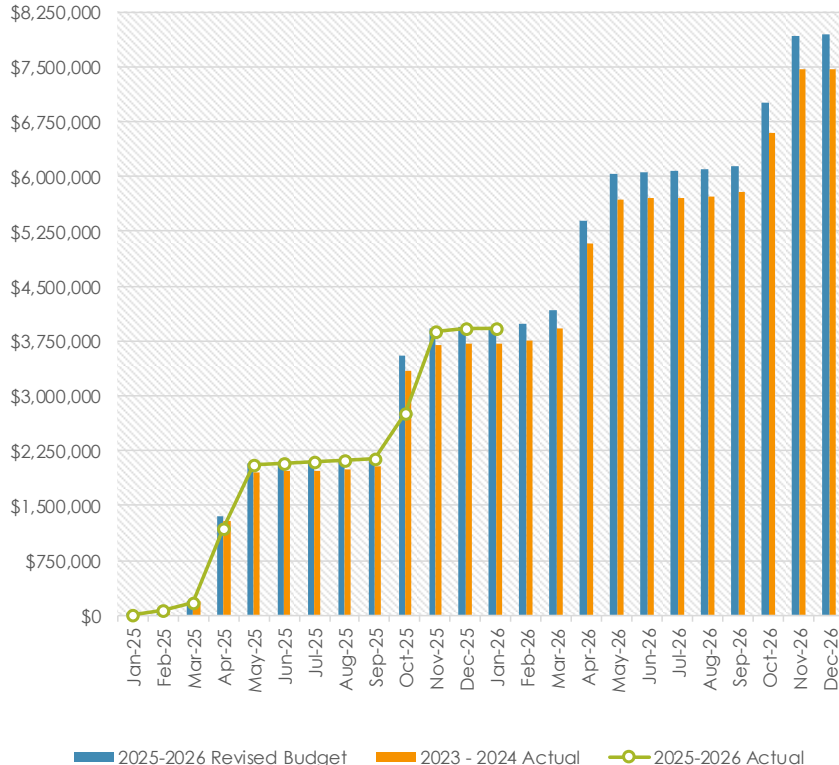
	2025-2026 Revised Budget	2025-2026 Actual
Jan-25	\$602,692	\$591,749
Feb-25	\$1,402,820	\$1,305,775
Mar-25	\$1,895,378	\$1,852,279
Apr-25	\$2,443,068	\$2,366,269
May-25	\$3,088,694	\$2,971,636
Jun-25	\$3,682,878	\$3,551,153
Jul-25	\$4,350,870	\$4,201,749
Aug-25	\$5,065,971	\$4,899,871
Sep-25	\$5,717,396	\$5,543,013
Oct-25	\$6,364,201	\$6,178,075
Nov-25	\$7,058,467	\$6,862,885
Dec-25	\$7,693,335	\$7,529,303
Jan-26	\$8,312,563	\$8,248,899
Feb-26	\$9,033,663	
Mar-26	\$9,560,931	
Apr-26	\$9,996,831	
May-26	\$10,632,438	
Jun-26	\$11,229,780	
Jul-26	\$11,882,976	
Aug-26	\$12,556,162	
Sep-26	\$13,212,761	
Oct-26	\$13,850,416	
Nov-26	\$14,576,425	
Dec-26	\$15,183,063	

Sales Tax Revenue (Excluding Sales Tax from Construction)



	2025-2026 Revised Budget	2025-2026 Actual
Jan-25	\$3,442	\$14,950
Feb-25	\$37,798	\$66,165
Mar-25	\$198,374	\$177,805
Apr-25	\$1,363,646	\$1,193,137
May-25	\$2,081,949	\$2,064,922
Jun-25	\$2,101,765	\$2,080,760
Jul-25	\$2,103,138	\$2,091,606
Aug-25	\$2,122,189	\$2,115,825
Sep-25	\$2,157,811	\$2,149,767
Oct-25	\$3,546,208	\$2,764,243
Nov-25	\$3,929,847	\$3,886,944
Dec-25	\$3,942,208	\$3,915,519
Jan-26	\$3,948,591	\$3,922,119
Feb-26	\$3,988,514	
Mar-26	\$4,167,755	
Apr-26	\$5,396,177	
May-26	\$6,036,983	
Jun-26	\$6,059,143	
Jul-26	\$6,072,236	
Aug-26	\$6,095,092	
Sep-26	\$6,144,894	
Oct-26	\$7,017,984	
Nov-26	\$7,928,919	
Dec-26	\$7,936,990	

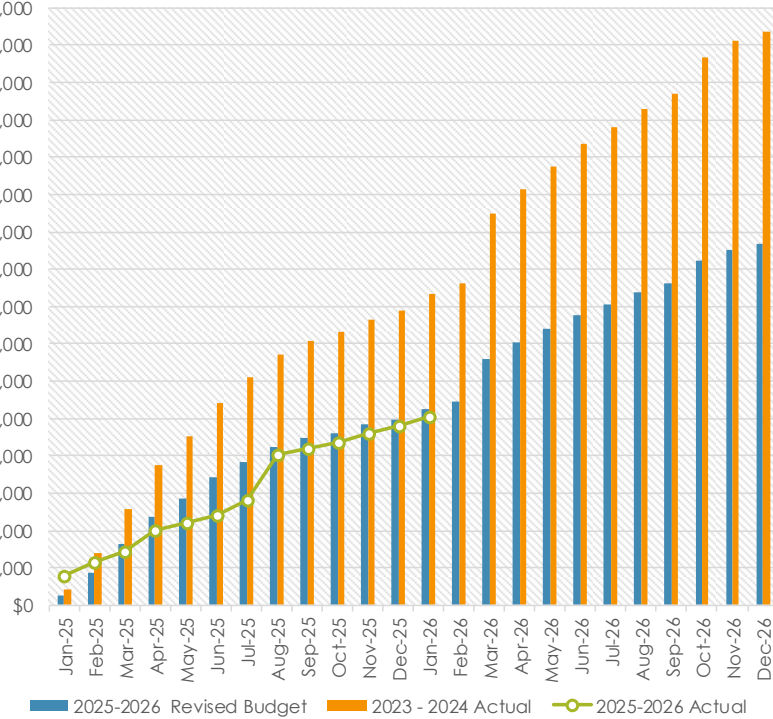
Property Tax Revenue



Major Sources of Operating Revenue

	2025-2026 Revised Budget	2025-2026 Actual	
Jan-25	\$129,284	\$393,721	\$8,000,000
Feb-25	\$437,862	\$572,855	\$7,500,000
Mar-25	\$812,295	\$710,453	\$7,000,000
Apr-25	\$1,177,581	\$1,006,683	\$6,500,000
May-25	\$1,429,723	\$1,105,172	\$6,000,000
Jun-25	\$1,703,995	\$1,202,232	\$5,500,000
Jul-25	\$1,920,165	\$1,404,106	\$5,000,000
Aug-25	\$2,114,018	\$2,023,056	\$4,500,000
Sep-25	\$2,234,802	\$2,108,267	\$4,000,000
Oct-25	\$2,304,826	\$2,177,458	\$3,500,000
Nov-25	\$2,418,352	\$2,304,987	\$3,000,000
Dec-25	\$2,483,816	\$2,396,723	\$2,500,000
Jan-26	\$2,633,283	\$2,526,290	\$2,000,000
Feb-26	\$2,725,881		\$1,500,000
Mar-26	\$3,303,581		\$1,000,000
Apr-26	\$3,510,106		\$500,000
May-26	\$3,704,837		\$0
Jun-26	\$3,893,838		
Jul-26	\$4,035,752		
Aug-26	\$4,198,174		
Sep-26	\$4,316,310		
Oct-26	\$4,625,023		
Nov-26	\$4,766,641		
Dec-26	\$4,845,846		

Development Services Revenue from Permitting

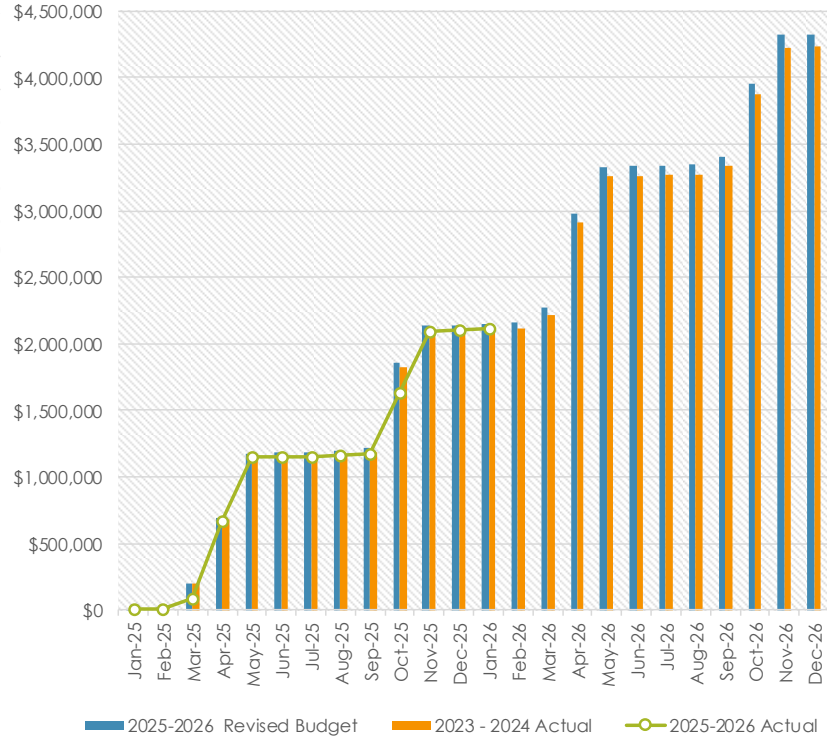


*Does not include revenue received for tree mitigation which is budgeted for use on capital projects.

Surface Water Revenue and Expenditures

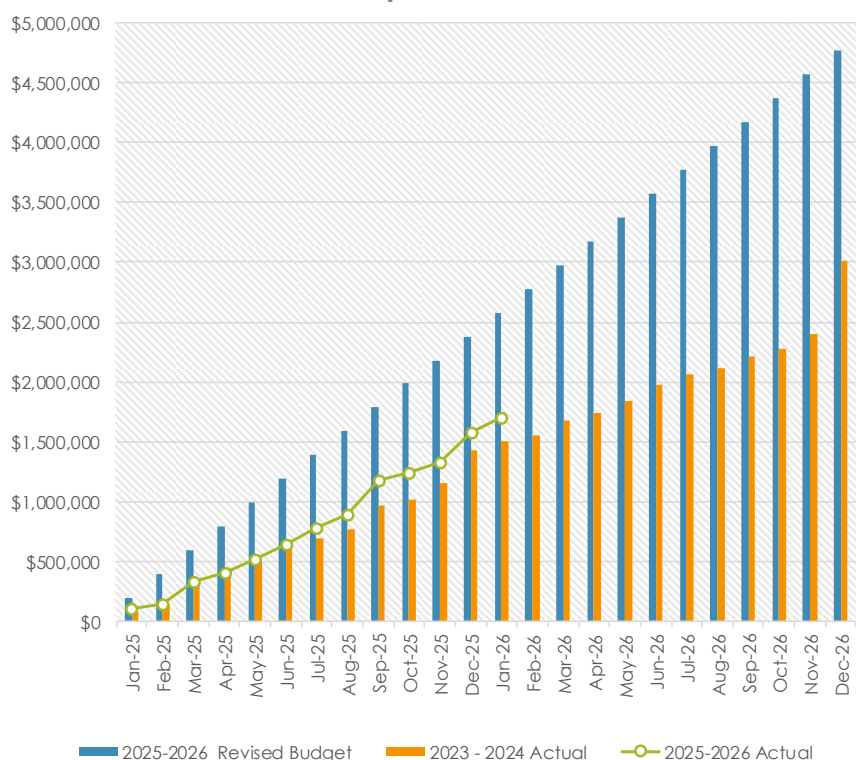
	2025-2026 Revised Budget	2025-2026 Actual
Jan-25	\$3,438	\$7,232
Feb-25	\$17,556	\$14,207
Mar-25	\$202,529	\$88,194
Apr-25	\$691,277	\$668,244
May-25	\$1,172,241	\$1,147,118
Jun-25	\$1,191,019	\$1,151,419
Jul-25	\$1,191,368	\$1,157,198
Aug-25	\$1,195,360	\$1,161,888
Sep-25	\$1,214,294	\$1,177,940
Oct-25	\$1,861,946	\$1,637,819
Nov-25	\$2,133,346	\$2,094,145
Dec-25	\$2,139,002	\$2,102,496
Jan-26	\$2,144,802	\$2,109,931
Feb-26	\$2,157,009	
Mar-26	\$2,267,210	
Apr-26	\$2,975,795	
May-26	\$3,324,696	
Jun-26	\$3,332,637	
Jul-26	\$3,341,640	
Aug-26	\$3,346,608	
Sep-26	\$3,407,759	
Oct-26	\$3,957,259	
Nov-26	\$4,319,308	
Dec-26	\$4,324,300	

Surface Water Management Fee Revenues



	2025-2026 Revised Budget	2025-2026 Actual
Jan-25	\$198,478	\$105,805
Feb-25	\$396,956	\$150,962
Mar-25	\$595,435	\$341,009
Apr-25	\$793,913	\$407,543
May-25	\$992,391	\$528,022
Jun-25	\$1,190,869	\$649,368
Jul-25	\$1,389,347	\$787,820
Aug-25	\$1,587,825	\$900,691
Sep-25	\$1,786,304	\$1,179,527
Oct-25	\$1,984,782	\$1,247,178
Nov-25	\$2,183,260	\$1,334,869
Dec-25	\$2,381,738	\$1,582,098
Jan-26	\$2,580,216	\$1,702,985
Feb-26	\$2,778,694	
Mar-26	\$2,977,173	
Apr-26	\$3,175,651	
May-26	\$3,374,129	
Jun-26	\$3,572,607	
Jul-26	\$3,771,085	
Aug-26	\$3,969,563	
Sep-26	\$4,168,042	
Oct-26	\$4,366,520	
Nov-26	\$4,564,998	
Dec-26	\$4,763,476	

Surface Water Management Fund - Expenditures



Operating Revenues and Expenditures

Operating Revenues and Expenditures - Revised Budget to Actual

Operating Revenue	2025-2026 Revised Budget	Thru January 2026	% of Budget
General Fund			
Property Tax	\$ 7,936,990	\$ 3,922,119	49.4%
Sales Tax*	\$ 15,183,063	\$ 8,109,478	53.4%
Utility Tax	\$ 2,280,000	\$ 1,294,105	56.8%
Other Taxes	\$ 1,195,160	\$ 658,600	55.1%
Cable TV/Licenses	\$ 616,520	\$ 329,586	53.5%
Grants/Intergovernmental	\$ 571,473	\$ 318,284	55.7%
Charges for Services	\$ 248,700	\$ 96,536	38.8%
Fines/Investment Interest/Misc.	\$ 5,244,084	\$ 2,889,535	55.1%
Subtotal General Fund	\$ 33,275,990	\$ 17,618,244	52.9%
Other Operating Sources			
Surface Water Revenues	\$ 4,732,382	\$ 2,336,112	49.4%
Gas & Multimodal Transportation Tax	\$ 587,955	\$ 280,439	47.7%
Development Services**	\$ 4,845,846	\$ 2,526,287	52.1%
Parks & Recreation	\$ 531,125	\$ 312,149	58.8%
Hotel Motel	\$ 349,136	\$ 171,733	49.2%
Fleet Services	\$ 349,522	\$ 192,946	55.2%
Equipment Rental & Replacement	\$ 694,535	\$ 310,555	44.7%
Unemployment	\$ 62,511	\$ 25,925	41.5%
Admission Tax	\$ 460,000	\$ 267,809	0.0%
Subtotal Other Op Funds	\$ 12,613,012	\$ 6,423,956	50.9%
Total Operating Revenue	\$ 45,889,002	\$ 24,042,200	52.4%
School Impact Fees	\$ 518,354	\$438,493	84.6%
Operating Expenditures	2025-2026 Revised Budget	Thru January 2026	% of Budget
General Fund***	\$ 27,733,111	\$ 13,001,350	46.9%
Street Fund***	\$ 3,628,853	\$ 1,615,808	44.5%
Development Services	\$ 6,513,946	\$ 3,262,704	50.1%
Surface Water Management***	\$ 4,787,096	\$ 1,631,723	34.1%
Parks & Recreation	\$ 2,825,546	\$ 1,370,154	48.5%
Fleet Services***	\$ 257,250	\$ 136,941	53.2%
Equipment Replacement***	\$ 384,300	\$ 272,994	71.0%
Unemployment	\$ 44,000	\$ 13,099	29.8%
Lodging Tax Tourism Promotion	\$ 392,000	\$ 183,576	46.8%
Total Operating Expenditures	\$ 46,566,102	\$ 21,488,349	46.1%
Debt Service	\$ -	\$0	0.0%
School Impact Fees	\$ 517,400	\$385,734	74.6%

*Excludes sales tax from construction and streamlined sales tax mitigation revenue which has been designated for capital projects.

**Excludes revenue restricted for capital projects.

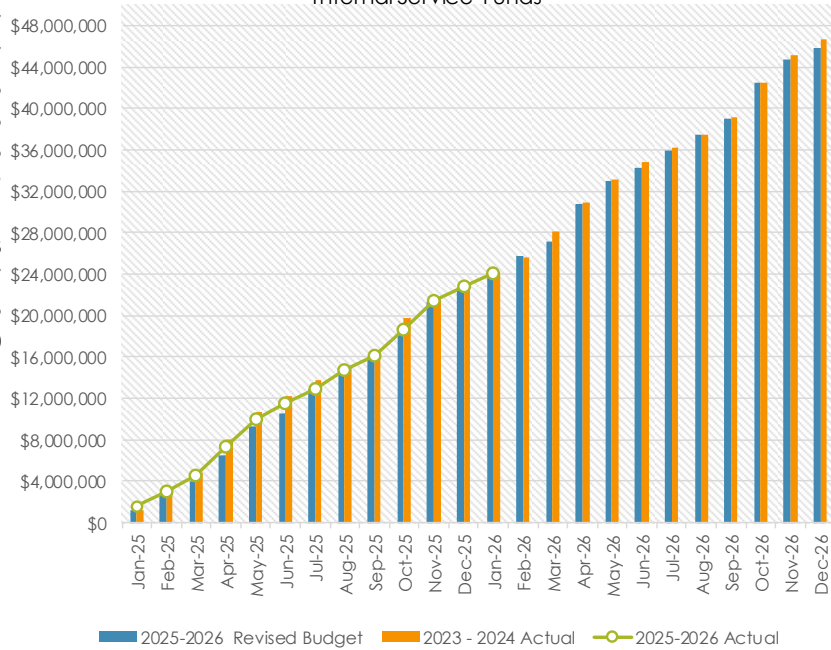
***Excludes transfers out and/or expenditures for capital outlay and property acquisition.

Operating Revenues and Expenditures

	2025-2026 Revised Budget	2025-2026 Actual
Jan-25	\$1,261,757	\$1,583,760
Feb-25	\$2,653,753	\$2,954,670
Mar-25	\$3,966,647	\$4,479,807
Apr-25	\$6,517,110	\$7,337,757
May-25	\$9,222,436	\$10,004,236
Jun-25	\$10,565,451	\$11,552,506
Jul-25	\$12,926,098	\$12,905,756
Aug-25	\$14,546,557	\$14,730,299
Sep-25	\$15,983,903	\$16,139,841
Oct-25	\$18,355,488	\$18,595,168
Nov-25	\$21,295,456	\$21,356,397
Dec-25	\$22,662,997	\$22,861,606
Jan-26	\$24,170,751	\$24,042,200
Feb-26	\$25,789,019	
Mar-26	\$27,197,843	
Apr-26	\$30,802,767	
May-26	\$32,933,825	
Jun-26	\$34,272,809	
Jul-26	\$35,928,065	
Aug-26	\$37,516,176	
Sep-26	\$38,952,602	
Oct-26	\$42,457,041	
Nov-26	\$44,683,323	
Dec-26	\$45,889,002	

Operating Revenue

Revenue from the General*, Street, Park & Recreation, Development Services**, Admissions Tax**, Hotel Motel, Surface Water Management & Internal Service Funds

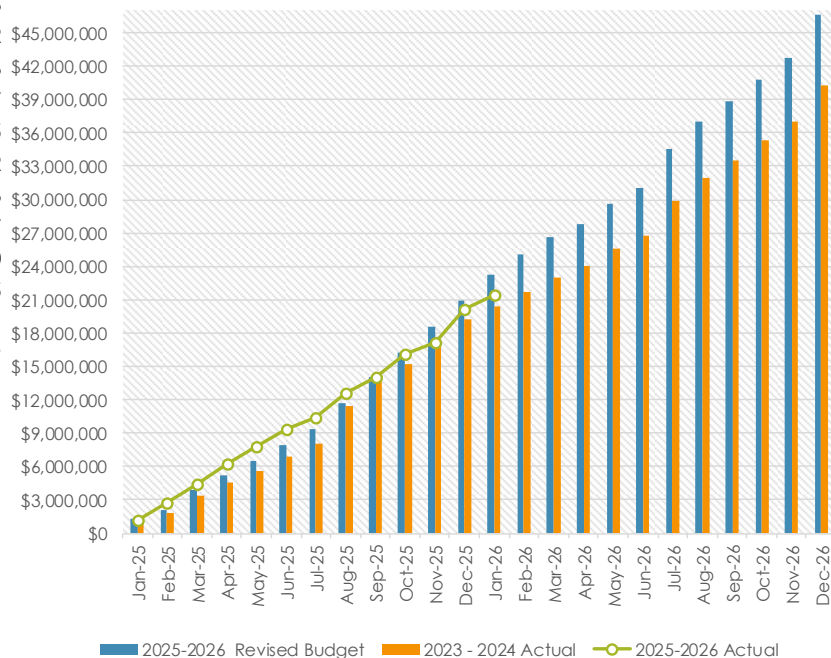


*Does not include revenues from sales tax from construction or streamlined sales tax mitigation.
**Does not include revenue restricted for use on capital projects.

	2025-2026 Revised Budget	2025-2026 Actual
Jan-25	\$1,267,606	\$1,147,343
Feb-25	\$2,149,298	\$2,688,823
Mar-25	\$3,950,755	\$4,461,992
Apr-25	\$5,210,476	\$6,235,413
May-25	\$6,531,934	\$7,858,687
Jun-25	\$7,986,253	\$9,304,335
Jul-25	\$9,301,280	\$10,363,212
Aug-25	\$11,641,526	\$12,583,863
Sep-25	\$13,969,831	\$13,982,407
Oct-25	\$16,298,136	\$16,074,090
Nov-25	\$18,626,441	\$17,139,545
Dec-25	\$20,954,746	\$20,186,011
Jan-26	\$23,283,051	\$21,488,349
Feb-26	\$25,082,377	
Mar-26	\$26,585,229	
Apr-26	\$27,849,843	
May-26	\$29,614,576	
Jun-26	\$31,021,118	
Jul-26	\$34,522,949	
Aug-26	\$36,964,237	
Sep-26	\$38,828,289	
Oct-26	\$40,830,785	
Nov-26	\$42,780,775	
Dec-26	\$46,566,102	

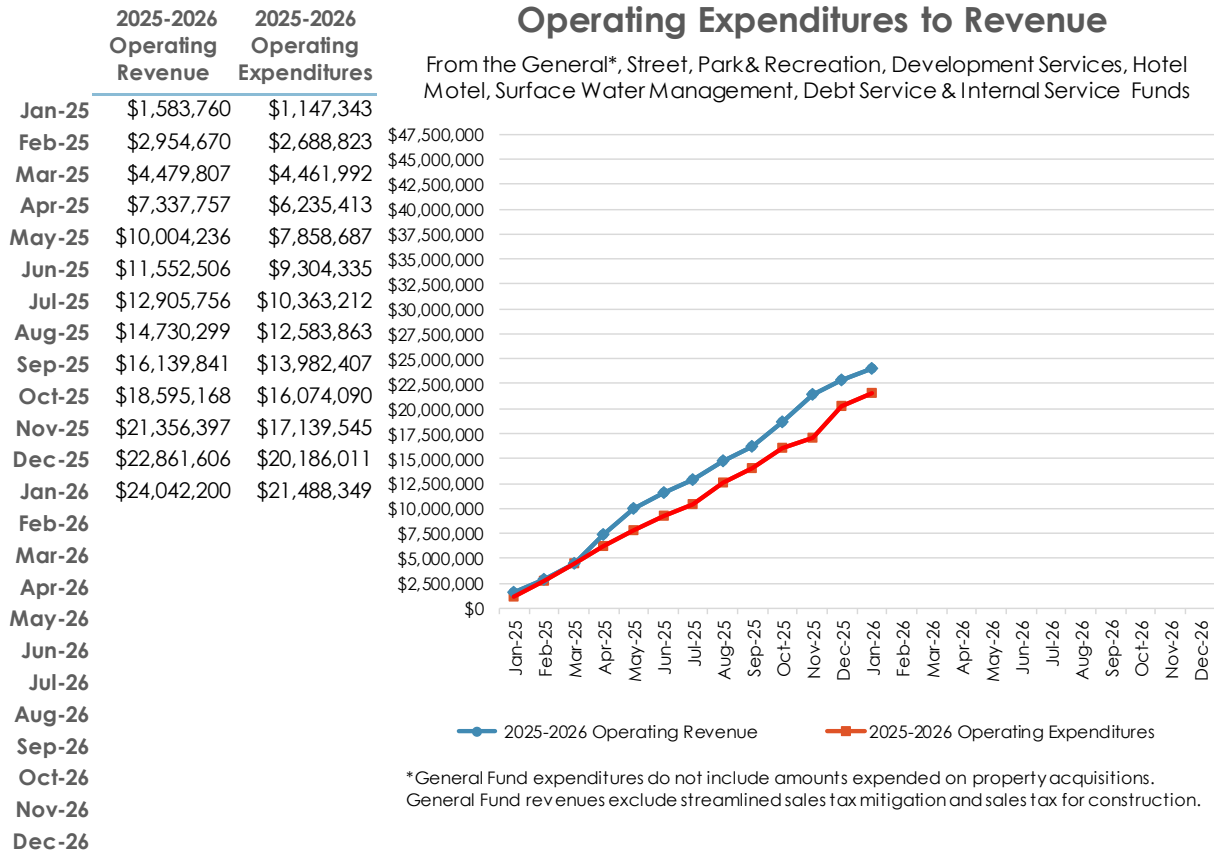
Operating Expenditures

Expenditures from the General*, Street, Park & Recreation, Development Services, Admissions Tax**, Hotel Motel, Surface Water Management, Debt



*General Fund expenditures do not include amount expended on property acquisitions

Operating Revenues and Expenditures



The operating margin shown in the graph above includes three major activities - Permitting and Surface Water Management, both fee for service operating activities, and All other operating activities, which are funded by taxes. The table below provides a summary of the operating margins for all three activities.

Biennium-to-Date Operating Margin

	Permitting Operations	SWM Operations	All Other Operating Activities	Total Operating
Revenue	\$ 2,526,287	\$ 2,336,112	\$ 19,179,802	\$ 24,042,200
Expenditure	\$ 3,262,704	\$ 1,631,723	\$ 16,593,923	\$ 21,488,349
Operating Margin	\$ (736,417)	\$ 704,389	\$ 2,585,879	\$ 2,553,851

Capital Project and Capital Outlay Expenditures

Capital Project Expenditures - Budgeted Uses to Actual

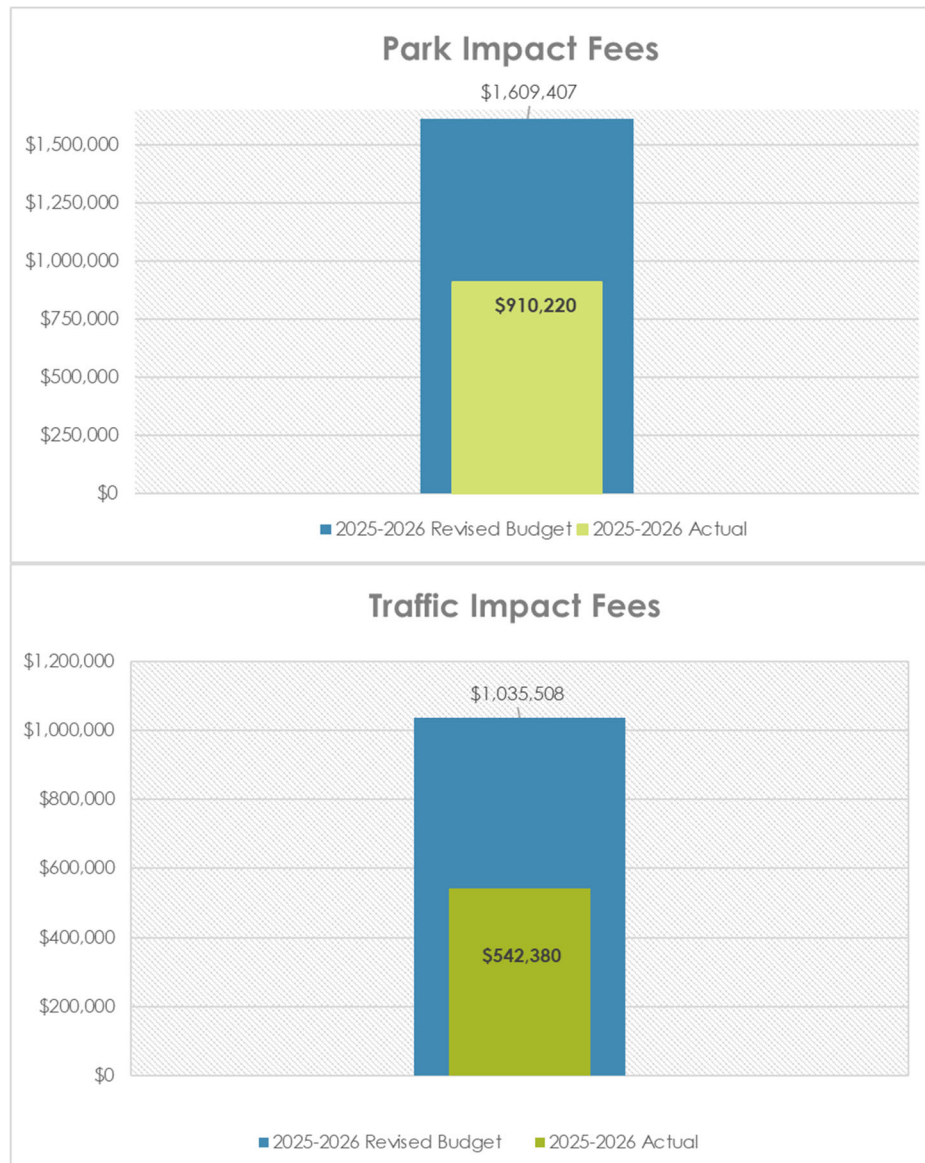
Project		2025-2026 Revised Budget	Biennium to Date	% of Budget
Street & Sidewalk Projects				
2023/2024 Carryover	Woodinville-Redmond Road at NE 145th St Intersection	\$4,765,490	\$3,093	0.1%
	124th Ave NE Sidewalk from 171st Pl to 160th	\$2,794,000	\$134,692	4.8%
	Overlay - 130th/132nd Arterial	\$53,000	\$52,233	98.6%
	133rd Grid Rd Extension from Wood-Sno Rd to Little Bear Ck Pkwy	\$10,865,000	\$4,611,106	42.4%
	SR 202 Corridor Widening + Trestle Replacement	\$18,537,813	\$1,104,337	6.0%
2025/2026 Projects	Sidewalk - 132nd Ave NE (between NE 186th/NE 192nd)	\$1,300,000	\$86,012	6.6%
	Sidewalk - 136th Ave NE (between NE 186th/NE 195th)	\$1,185,000	\$43,888	3.7%
	Street Lights along NE 181st Place	\$40,000	\$8,544	21.4%
	Crosswalk addition at NE 198th St across 156th Ave NE	\$150,000	\$0	0.0%
	Removal of Rail and Signals	\$380,000	\$0	0.0%
	2025 Overlay Program	\$1,917,000	\$1,098,956	57.3%
Total Street & Sidewalk Projects		\$41,987,303	\$7,142,860	17%
Parks Projects				
2023/2024 Carryover	Woods Trail - Hiking Trail	\$48,624	\$48,616	100.0%
	Eastrail Phase 1 - Rail & Tie Removal	\$21,000	\$0	
	Feasibility & Conceptual Plan - Wilnot Gateway Stage & Boatlaunch	\$581,000	\$108,492	18.7%
2025/2026 Projects	Rotary Park Refurbishment	\$600,000	\$0	0.0%
	Woodin Creek Tennis Court Refurbishment	\$100,000		
	Eastrail Multimodal Trail and Linear Park	\$7,100,000	\$11,336	0.2%
Total Parks Projects		\$8,450,624	\$118,836	2%
Surface Water Projects				
2023/2024 Carryover	Culvert Removal - Little Bear Creek/134th Ave	\$2,167,796	\$100,163	4.6%
2025/2026 Projects	Sediment Vault - Woodin Creek	\$1,100,000	\$0	0.0%
	NE 171st St Slope Stability and Woodin Creek Flow	\$6,150,000	\$5,021	0.1%
Total Surface Water Projects		\$9,417,796	\$105,184	1%
Facility Projects				
2023/2024 Carryover	City Facility Car Chargers - City Hall & Public Works Shop	\$266,512	\$0	0.0%
2025/2026 Projects	Tourst District Parking Lot	\$550,000	\$0	0.0%
	Safety Improvements to City Hall Front Desks	\$240,900	\$192,727	80.0%
Total Facility Projects		\$1,057,412	\$192,727	18%
Land Acquisition				
2025/2026 Projects	Northshore Community Center Property	\$8,578,000	\$111,468	1.3%
Total Land Acquisition Projects		\$8,578,000	\$111,468	1%
Capital Outlay		\$2,023,273	\$742,252	36.7%
Total Capital Project/Outlay Expenditures		\$71,514,408	\$8,462,936	12%

Capital Project Revenues

Capital Project Revenue Sources - Budgeted Receipts to Actual

Source	2025-2026		% of Budget
	Revised Budget	Biennium to Date	
Real Estate Excise Tax I & II	\$5,123,448	\$3,649,024	71.2%
Sales Tax from Construction	\$3,335,673	\$2,666,753	79.9%
Streamlined Sales Tax Mitigation	\$172,134	\$127,685	74.2%
Tree Mitigation	\$0	\$0	0.0%
Admissions Tax	\$160,632	\$93,936	58.5%
Parks Levy	\$440,000	\$169,647	38.6%
Flood Levy	\$0	\$0	0.0%
Park Impact Fees	\$1,609,407	\$910,040	56.5%
Traffic Impact Fees	\$1,035,508	\$550,816	53.2%
Grants	\$23,198,475	\$686,237	3.0%
Contributions from Private Sources	\$1,392,000	\$96,653	6.9%
Miscellaneous CIP Revenue/Interfund Chgs for Services	\$3,830,373	\$628,025	16.4%
Total Capital Projects Revenues	\$40,297,650	\$9,578,816	23.8%

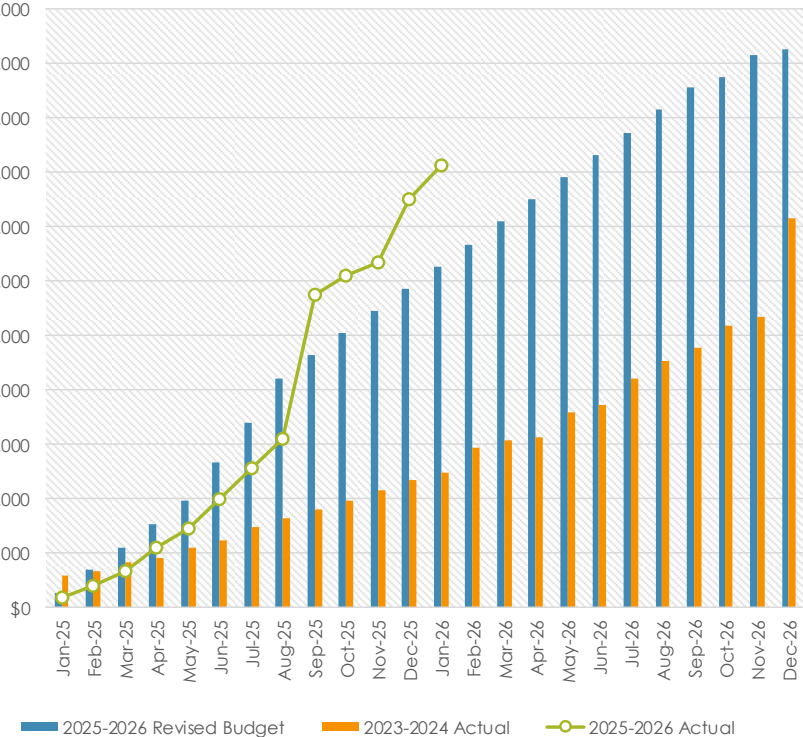
Note: Target "% of Budget" is % of biennium completed. For January, this is >54.1%



Capital Project Revenues

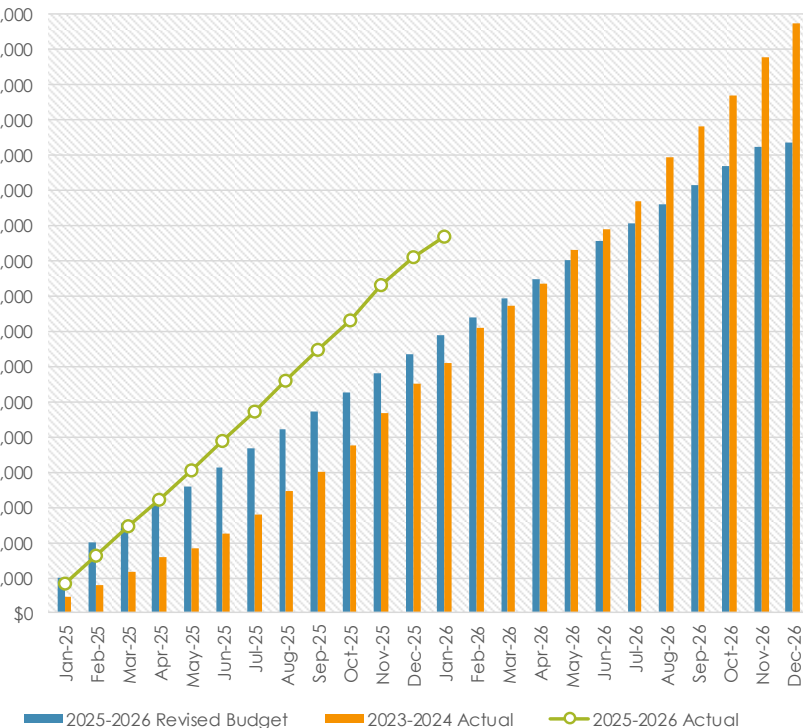
	2025-2026 Revised Budget	2025-2026 Actual	
Jan-25	\$130,648	\$90,455	\$5,500,000
Feb-25	\$343,783	\$200,158	\$5,000,000
Mar-25	\$556,919	\$332,838	\$4,500,000
Apr-25	\$770,054	\$559,558	\$4,000,000
May-25	\$983,190	\$730,975	\$3,500,000
Jun-25	\$1,341,831	\$998,389	\$3,000,000
Jul-25	\$1,700,472	\$1,280,622	\$2,500,000
Aug-25	\$2,110,348	\$1,557,736	\$2,000,000
Sep-25	\$2,315,286	\$2,873,160	\$1,500,000
Oct-25	\$2,520,224	\$3,050,941	\$1,000,000
Nov-25	\$2,725,162	\$3,174,560	\$500,000
Dec-25	\$2,930,100	\$3,757,554	\$0
Jan-26	\$3,135,038	\$4,066,136	
Feb-26	\$3,339,976		
Mar-26	\$3,544,914		
Apr-26	\$3,749,852		
May-26	\$3,954,790		
Jun-26	\$4,159,727		
Jul-26	\$4,364,665		
Aug-26	\$4,569,603		
Sep-26	\$4,774,541		
Oct-26	\$4,877,010		
Nov-26	\$5,081,948		
Dec-26	\$5,123,448		

Real Estate Excise Tax I & II



	2025-2026 Revised Budget	2025-2026 Actual	
Jan-25	\$253,511	\$204,993	\$4,250,000
Feb-25	\$500,351	\$404,851	\$4,000,000
Mar-25	\$633,778	\$611,911	\$3,750,000
Apr-25	\$767,205	\$799,665	\$3,500,000
May-25	\$900,632	\$1,016,291	\$3,250,000
Jun-25	\$1,034,059	\$1,221,302	\$3,000,000
Jul-25	\$1,167,486	\$1,427,184	\$2,750,000
Aug-25	\$1,300,912	\$1,644,313	\$2,500,000
Sep-25	\$1,434,339	\$1,868,690	\$2,250,000
Oct-25	\$1,567,766	\$2,076,600	\$2,000,000
Nov-25	\$1,701,193	\$2,326,171	\$1,750,000
Dec-25	\$1,834,620	\$2,527,331	\$1,500,000
Jan-26	\$1,968,047	\$2,666,753	\$1,250,000
Feb-26	\$2,101,474		\$1,000,000
Mar-26	\$2,234,901		\$750,000
Apr-26	\$2,368,328		\$500,000
May-26	\$2,501,755		\$250,000
Jun-26	\$2,635,182		\$0
Jul-26	\$2,768,609		
Aug-26	\$2,902,036		
Sep-26	\$3,035,462		
Oct-26	\$3,168,889		
Nov-26	\$3,302,316		
Dec-26	\$3,335,673		

Sales Tax from Construction



Budget to Actual

2025-2026 Budget to Actual Appropriated Expenditures - 54% of Biennium

Fund	Revised Biennial Budget	January 2026 Expenditures	Biennium to Date Expenditures	Remaining Budget Remaining	% of Budget Remaining
001 General Fund					
General Fund Operating Expenditures					
Council	\$ 561,790	\$ 13,719	\$ 253,271	\$ 308,519	55%
Executive	\$ 4,341,894	\$ 201,677	\$ 2,300,529	\$ 2,041,365	47%
Legal	\$ 340,800	\$ 12,780	\$ 180,689	\$ 160,111	47%
Administration	\$ 3,834,868	\$ 176,449	\$ 1,799,169	\$ 2,035,699	53%
Law Enforcement	\$ 12,996,475	\$ 39,928	\$ 5,887,652	\$ 7,108,823	55%
Long Range Planning	\$ 1,158,060	\$ 50,810	\$ 555,135	\$ 602,925	52%
Public Works	\$ 4,499,224	\$ 152,201	\$ 2,024,905	\$ 2,474,319	55%
Total General Fund Operating Expenditures	\$ 27,733,111	\$ 647,565	\$ 13,001,350	\$ 14,731,761	53%
Property Purchases/Capital Outlay	\$ 9,411,258	\$ 7,114	\$ 250,109	\$ 9,161,149	97%
CIP Transfers	\$ 11,917,546	\$ 1,178	\$ 1,402,243	\$ 10,515,303	88%
Operating Transfers	\$ 5,191,570	\$ 329,900	\$ 2,877,900	\$ 2,313,670	45%
Total General Fund	\$ 54,253,484	\$ 985,757	\$ 17,531,601	\$ 36,721,884	68%
101 Street Fund	\$ 4,183,079	\$ 121,929	\$ 2,047,672	\$ 2,135,407	51%
104 Development Services	\$ 6,763,946	\$ 242,550	\$ 3,262,704	\$ 3,501,242	52%
110 Admission Tax	\$ 460,000	\$ -	\$ -	\$ 460,000	0%
111 Parks & Recreation Special Revenue	\$ 3,038,585	\$ 160,642	\$ 1,419,193	\$ 1,619,392	53%
112 System Replacement	\$ 150,000	\$ -	\$ -	\$ 150,000	0%
113 Strategic Budget Reserve	\$ -	\$ -	\$ -	\$ -	0%
114 Park Impact Fee	\$ 1,288,000	\$ 1,226	\$ 90,091	\$ 1,197,909	93%
115 Hotel/Motel Tax					
Operating Expenditures	\$ 392,000	\$ -	\$ 183,576	\$ 208,424	53%
CIP Expenditures/Transfers	\$ -	\$ -	\$ -	\$ -	0%
Total Hotel/Motel Tax	\$ 392,000	\$ -	\$ 183,576	\$ 208,424	53%
116 Traffic Impact Fees	\$ 3,849,000	\$ -	\$ 1,302,720	\$ 2,546,280	66%
117 School Impact Fees	\$ 517,400	\$ -	\$ 385,734	\$ 131,666	25%
201 Debt Service	\$ -	\$ -	\$ -	\$ -	0%
301 Capital Project	\$ 6,687,000	\$ 55,627	\$ 3,595,686	\$ 3,091,314	46%
302 Special Capital Project	\$ 7,101,000	\$ -	\$ 1,291,407	\$ 5,809,593	82%
303 Capital Street Reserve	\$ 42,422,749	\$ 63,823	\$ 7,640,632	\$ 34,782,117	82%
354 Parks and Recreation Capital Projects	\$ 8,491,072	\$ 13,673	\$ 244,385	\$ 8,246,687	97%
358 Facilities Capital Project	\$ 1,057,412	\$ 1,178	\$ 192,727	\$ 864,685	82%
410 Surface Water Management					
Operating Expenditures	\$ 4,787,096	\$ 120,886	\$ 1,631,723	\$ 3,155,373	66%
CIP Transfers/Capital Outlay	\$ 2,742,900	\$ -	\$ 1,061,262	\$ 1,681,638	61%
Total Surface Water Management	\$ 7,529,996	\$ 120,886	\$ 2,692,985	\$ 4,837,011	64%
412 Surface Water Capital Projects					
CIP Expenditures	\$ 9,417,796	\$ 2,102	\$ 105,184	\$ 9,312,612	99%
CIP Transfers	\$ -	\$ -	\$ -	\$ -	0%
Total Surface Water Capital Projects	\$ 9,417,796	\$ 2,102	\$ 105,184	\$ 9,312,612	99%
501 Fleet Services & Replacement					
Operating Expenditures	\$ 257,250	\$ 3,200	\$ 136,941	\$ 120,309	0%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	0%
Total Fleet Services & Replacement	\$ 257,250	\$ 3,200	\$ 136,941	\$ 120,309	0%
503 Equipment Rental & Replacement					
Operating Expenditures	\$ 384,300	\$ 13,198	\$ 272,994	\$ 111,306	29%
Capital Outlay	\$ 117,100	\$ -	\$ 51,448	\$ 65,652	56%
Total Equipment Rental & Replacement	\$ 501,400	\$ 13,198	\$ 324,441	\$ 176,959	85%
505 Unemployment Reserve	\$ 44,000	\$ -	\$ 13,099	\$ 30,901	70%
Total All Funds	\$ 158,405,170	\$ 1,785,792	\$ 42,460,780	\$ 115,944,390	73%

Cash and Investments

Cash and Investment Activity

	2026 January	2025 December	2025 November
Beginning Cash & Investments	\$ 79,454,955	82,074,423	80,972,829
Receipts			
Deposits	\$ 1,529,685	\$ 1,567,841	\$ 3,315,607
Investment Interest Revenue	\$ 208,224	\$ 290,790	\$ 150,267
Total Receipts	\$ 1,737,909	\$ 1,858,631	\$ 3,465,874
Disbursements			
Claims	\$ 707,139	\$ 3,788,599	\$ 1,693,159
Payroll	\$ 696,025	\$ 689,501	\$ 671,121
Total Disbursements	\$ 1,403,164	\$ 4,478,099	\$ 2,364,280
Ending Cash & Investments	79,789,700	79,454,955	82,074,423

Cash and Investments Balances

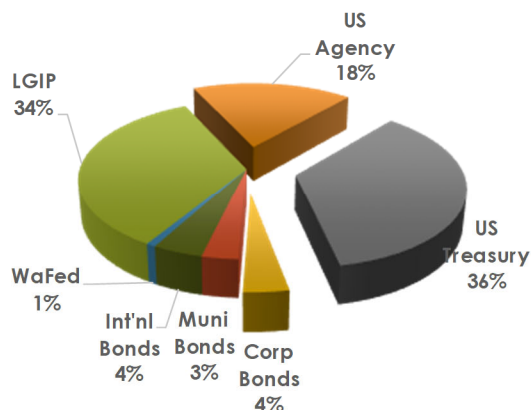
	2026 January	2025 December	2025 November
Cash Bank Accounts ⁽¹⁾	\$ 224,423	\$ 119,710	\$ 163,332
Washington Federal Public Funds Account	\$ 419,854	\$ 1,167,848	\$ 1,406,779
State Local Government Investment Pool (LGIP)	\$ 27,445,873	\$ 26,504,819	\$ 28,883,154
Corporate Bonds ⁽²⁾	\$ 2,969,160	\$ 2,968,760	\$ 2,968,760
International Bonds ⁽²⁾	\$ 3,415,288	\$ 3,415,288	\$ 3,415,288
Municipal Bonds ⁽²⁾	\$ 2,481,370	\$ 2,481,370	\$ 2,481,370
US Agency ⁽²⁾	\$ 14,387,808	\$ 14,387,808	\$ 15,379,748
US Treasury ⁽²⁾	\$ 28,445,924	\$ 28,409,352	\$ 27,375,993
Total Cash and Investment Holdings	79,789,700	79,454,955	82,074,423

(1) Reflects General Ledger balances, not actual bank cash balances.

(2) Investments are reported at original cost

Investment Summary

Investment by Category



Security Type

Corporate Bonds	\$ 2,969,160
Municipal Bonds	\$ 2,481,370
US Agency - Original Cost	\$ 14,387,808
US Treasury - Original Cost	\$ 28,445,924
Local Government Investment Pool (LGIP)	\$ 27,445,873
WaFed Checking	\$ 224,423
WaFed Public Funds	\$ 419,854
International Bonds	\$ 3,415,288
Total Investment Portfolio	\$ 79,789,700

Weighted Averages

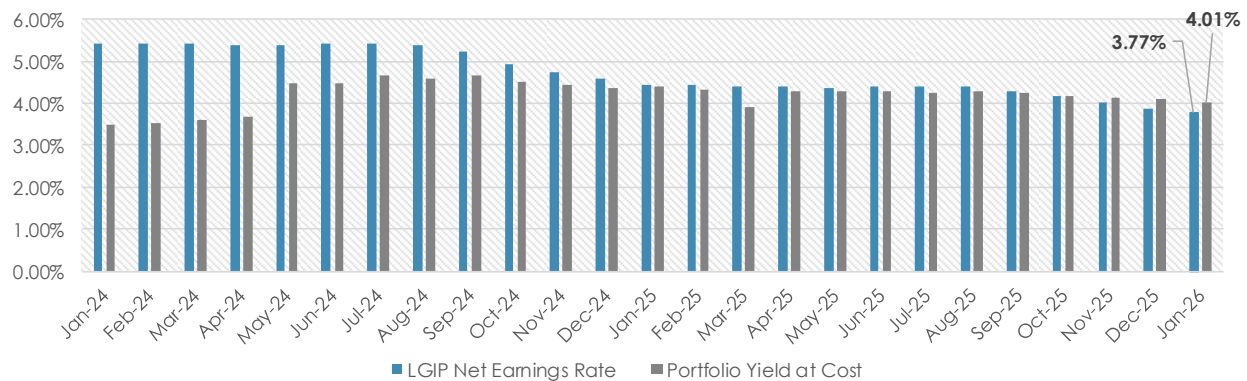
Book Yield	3.97%
Maturity	1.47
Coupon	3.63%
Moody	Aa1
S&P	AA+

Cash and Investments

Yield Performance Comparison

The Local Government Investment Pool (LGIP) rate is used as performance benchmarks for the City's entire investment portfolio. The LGIP's rate of return was **3.77%** and the yield at cost, or book yield, for the City's Total Investment Portfolio, including LGIP, was 3.97% at month end January.

Yield Performance Comparison



US Treasury/Agency Portfolio Market Value Summary

Beginning Original Cost	51,662,578
Purchases	1,762,587
Matured or Sold Investments	(1,725,614)
Change in Portfolio Market Value	693,338
Ending Market Value	\$52,392,888

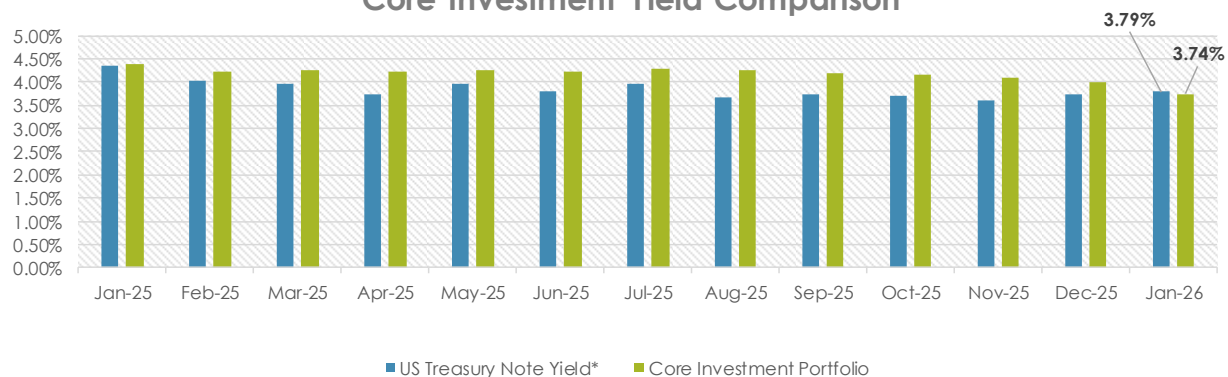
Liquidity/Duration of US Treasury/Agency Portfolio

The City's benchmark duration is based on the Bank of America Merrill 0-5 year Treasury, which is currently 2.08 years. The effective duration of the City's current investments in US Treasury/Agency securities is 2.08 years. The effective duration of the City's entire portfolio is 1.37 years.

US Treasury/Agency Portfolio Distribution by Duration

Duration	Market Value	% Holdings	Avg. Duration
< 1 Yr	\$ -	0%	0.0
1 Yr - 2 Yrs	-	0%	0.0
2 Yrs - 3 Yrs	14,231,088	27%	2.6
3 Yrs - 4 Yrs	9,758,693	19%	3.5
4 Yrs - 5 Yrs	14,609,880	28%	4.4
5 Yrs - 6 Yrs	4,109,198	8%	4.8
6 Yrs - 7 Yrs	9,684,030	18%	5.2
Total	\$52,392,888	100%	

Core Investment Yield Comparison



*The City revised its investment policy to include longer durations in 2019. Prior to November 2019, the 0-3 year Treasury Note was used for comparison. After November 2019, the 0-5 year Treasury Note is used.

Cash and Investments

Core Investment Holdings Report

Security Description	Par Amount	Book Yield	Purchase Date	Maturity Date	Purchase Price	Market Value	Change in Value
John Deere Cap	500,000	4.75%	6/12/2023	6/8/2026	498,950	501,700	2,750
Inter-American Dev Bank	500,000	1.50%	1/13/2022	1/13/2027	497,655	488,245	(9,410)
Inter-American Dev Bank	1,000,000	4.50%	7/17/2023	5/15/2026	1,002,140	1,002,140	-
IBRD	750,000	3.50%	2/12/2024	7/12/2028	727,778	748,073	20,295
IBRD	750,000	3.50%	6/11/2024	7/12/2028	719,565	748,073	28,508
Royal Bank of Canada	500,000	2.05%	4/12/2022	1/21/2027	468,150	491,885	23,735
Toyota Motor CRD	500,000	4.20%	1/20/2026	1/10/2031	499,110	499,135	25
Amazon Com Inc	750,000	4.55%	12/15/2022	12/1/2027	753,915	762,413	8,498
Walmart	500,000	3.95%	10/18/2022	9/9/2027	483,040	502,715	19,675
Proctor Gamble	750,000	3.95%	2/28/2023	1/26/2028	734,145	755,805	21,660
New York City	1,000,000	3.46%	3/31/2023	4/1/2028	965,310	992,310	27,000
State of Connecticut	500,000	3.85%	5/11/2023	9/15/2027	498,080	501,405	3,325
State of California	1,000,000	5.13%	7/2/2024	9/1/2029	1,017,980	1,045,430	27,450
Federal Home Loan Banks	750,000	3.50%	7/19/2022	6/11/2027	760,358	748,860	(11,498)
Federal Home Loan Banks	1,000,000	4.25%	10/18/2022	9/11/2026	992,300	1,003,520	11,220
Federal Home Loan Banks	1,250,000	4.50%	5/22/2023	3/12/2027	1,278,043	1,263,288	(14,755)
Federal Home Loan Banks	1,250,000	3.75%	5/22/2023	6/9/2028	1,250,925	1,255,300	4,375
Federal Home Loan Banks	1,000,000	4.50%	5/11/2023	3/10/2028	1,038,460	1,018,970	(19,490)
Federal Home Loan Banks	1,000,000	4.00%	7/17/2023	6/30/2028	999,160	1,010,850	11,690
Federal Home Loan Banks	1,000,000	4.75%	1/16/2024	12/8/2028	1,031,890	1,030,600	(1,290)
Federal Home Loan Banks	250,000	4.63%	7/17/2024	6/11/2027	252,202	253,238	1,036
Federal Farm Credit Bank	1,000,000	4.38%	10/17/2024	3/15/2030	1,021,130	1,020,110	(1,020)
Federal Farm Credit Bank	1,000,000	3.88%	5/1/2023	4/25/2028	1,010,450	1,006,670	(3,780)
Federal Farm Credit Bank	500,000	4.50%	8/24/2023	8/14/2026	495,545	502,390	6,845
Federal Farm Credit Bank	1,000,000	4.50%	9/8/2023	8/28/2028	1,001,756	1,020,030	18,274
Federal Farm Credit Bank	750,000	4.75%	11/6/2023	10/13/2027	748,035	764,325	16,290
Federal Farm Credit Bank	1,500,000	4.38%	2/28/2025	2/23/2026	1,502,205	1,500,330	(1,875)
Federal Farm Credit Bank	1,000,000	3.87%	6/30/2025	10/23/2029	1,005,350	1,012,620	7,270
US Treasury Bond	1,250,000	0.00%	8/15/2025	8/15/2030	1,032,288	1,051,500	19,213
United States Treasury	1,250,000	4.22%	2/28/2025	11/15/2029	1,026,975	1,084,938	57,963
United States Treas Nts	1,000,000	4.38%	12/8/2025	11/30/2030	1,033,359	1,025,200	(8,159)
United States Treas Nts	1,000,000	4.63%	10/10/2025	9/30/2030	1,040,430	1,035,630	(4,800)
United States Treas Nts	1,000,000	3.50%	12/13/2024	1/31/2030	971,602	991,990	20,388
United States Treas Nts	1,250,000	0.00%	5/15/2025	5/15/2030	1,012,463	1,062,263	49,800
United States Treas Nts	1,250,000	3.63%	11/17/2025	10/31/2030	1,247,510	1,241,113	(6,397)
United States Treas Nts	500,000	3.63%	11/13/2025	9/30/2030	498,379	496,640	(1,739)
United States Treas Nts	1,000,000	2.38%	9/17/2024	3/31/2029	954,766	962,730	7,964
United States Treas Nts	1,000,000	2.63%	7/17/2024	7/31/2029	931,133	966,210	35,077
United States Treas Nts	750,000	2.75%	6/3/2022	4/30/2027	743,789	742,823	(967)
United States Treas Nts	750,000	1.25%	12/10/2021	11/30/2026	749,971	735,818	(14,153)
United States Treas Nts	750,000	0.88%	10/12/2021	9/30/2026	744,375	736,748	(7,628)
United States Treas Nts	1,000,000	2.63%	3/15/2024	2/15/2029	930,742	971,640	40,898
United States Treas Nts	1,000,000	4.25%	2/28/2025	11/30/2026	1,001,992	1,005,270	3,278
United States Treas Nts	1,500,000	4.63%	2/28/2025	9/30/2028	1,525,547	1,539,255	13,708
United States Treas Nts	1,500,000	4.88%	2/28/2025	10/31/2028	1,538,555	1,549,575	11,020
United States Treas Nts	1,250,000	0.88%	2/28/2025	9/30/2026	1,188,086	1,227,913	39,827
United States Treas Nts	1,250,000	2.38%	4/19/2024	4/30/2026	1,189,258	1,246,000	56,742
United States Treas Nts	1,750,000	2.75%	4/19/2024	7/31/2027	1,645,205	1,730,243	85,037
United States Treas Nts	1,250,000	4.00%	1/15/2026	1/31/2031	1,263,477	1,260,450	(3,027)
United States Treas Nts	1,500,000	3.88%	4/19/2024	12/31/2027	1,458,105	1,509,255	51,150
United States Treas Nts	1,500,000	4.50%	4/19/2024	3/31/2026	1,488,223	1,501,665	13,442
United States Treas Nts	1,500,000	4.50%	4/19/2024	7/15/2026	1,488,105	1,505,730	17,625
United States Treas Nts	1,750,000	4.63%	4/19/2024	10/15/2026	1,741,592	1,761,865	20,273
\$ 52,750,000	2.52%				51,699,550	52,392,888	693,338



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Approval of Professional Services Agreement with KBA, Inc. for Construction Management Services for the SR 202 Widening and Trestle Replacement Project (ST-13-002): D'Souza
<u>Staff Contact:</u>	Asha D'Souza, Public Works Director

<u>Issue:</u>	Shall the City Council approve a professional services agreement with KBA, Inc. (KBA) of Bellevue, WA in the amount of \$2,779,172 to provide Construction Management (CM) services for the SR 202 Widening and Trestle Replacement Project (ST-13-002)?
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<u>Recommended Motions:</u>	I MOVE THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH KBA, INC. IN THE AMOUNT OF \$2,779,172 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SR 202 WIDENING AND TRESTLE REPLACEMENT PROJECT (ST-13-002); AUTHORIZE A MANAGEMENT RESERVE OF \$200,000; AND AUTHORIZE THE CITY MANAGER TO TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THIS AGREEMENT.
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[Staff Report](#)

Agenda Item Number: 4.



CITY OF WOODINVILLE, WA
REPORT TO THE CITY COUNCIL
17301 133rd Avenue NE, Woodinville, WA 98072
WWW.CI.WOODINVILLE.WA.US

To: Honorable City Council **Date:** March 3, 2026
By: Asha D'Souza, P.E., Public Works Director
Subject: Approval of Professional Services Agreement with KBA, Inc. for Construction Management Services for the SR 202 Widening and Trestle Replacement Project (ST-13-002)

FINANCIAL ACTION SUMMARY			
Item	Amount Spent / Expenditure	Approved Project Budget	Remaining Budget
Design*	\$3,084,676	\$3,418,946	\$334,270
Railbanking*	\$1,710,653	\$1,710,653	\$0
Const. Mgmt.**	\$2,779,172	\$2,779,172	\$0
Management Reserve**	\$200,000	\$200,000	\$0
R/W Acquisition	\$0	\$650,000	(650,000)
Construction	\$0	\$13,491,416	(\$13,491,416)
Total	\$7,774,501	\$22,250,187	(\$13,807,146)

*Design & Railbanking – Amount spent to-date

**Const. Mgmt. and Management Reserve are Expenditure Required

ISSUE: Shall the City Council approve a professional services agreement with KBA, Inc. (KBA) of Bellevue, WA in the amount of \$2,779,172 to provide Construction Management (CM) services for the SR 202 Widening and Trestle Replacement Project (ST-13-002); authorize a management reserve of \$200,000, and authorize the City Manager to take other actions necessary to implement this agreement?

RECOMMENDATION: To approve the agreement as presented; authorize a management reserve of \$200,000; and authorize the City Manager to take other actions necessary to implement this agreement.

POLICY DECISIONS: Adopted purchasing policies require the City Council to approve agreement or agreement amendments exceeding \$50,000.

BACKGROUND/DISCUSSION: In April 2023, the City issued a task order to its on-call civil consultant, AECOM, to complete design and permitting for the SR 202 Widening and Trestle Replacement Project (ST-13-002) as identified in the City's Capital Improvement Plan. Since then, the project team has advanced the design to 95% completion and is nearing finalization of right-of-way (ROW) acquisition and environmental permitting.

Design, ROW acquisition, and permitting are expected to be completed by March 2026. The bid package is anticipated to be issued in April/May 2026, with construction scheduled to begin in Summer/Fall 2026 and conclude by end of 2027.

Construction of this project is complex, involving a post-tensioned box girder bridge over a high volume, congested roadway, weekend and night work, structural inspections, and coordination with the ongoing 133rd Ave NE Roundabout project. Additionally, because this is a federally funded project, all construction activities must comply with extensive federal requirements. To ensure successful delivery, a consultant with proven construction management (CM) experience on similar projects is essential. CM consultants also provide constructability review prior to bidding and construction, helping to identify effective and streamlined approaches to deliver a project on time and within budget. Engaging a CM consultant will also allow Public Works staff to on the

successful delivery of this significant project while continuing to manage other high-priority capital improvement projects and handle the department's overall workload effectively.

Based on this need, the City issued a Request for Qualification (RFQ) for qualified consulting firms on November 24, 2025. The solicitation closed on December 22, 2025 and the City received one Statement of Qualifications (SOQ) from KBA, Inc.

After evaluating KBA's SOQ, conducting an in-person interview, and reviewing their performance on past and current City projects, City and WSDOT staff concluded that KBA possesses the experience and qualifications necessary to provide the required construction management support for this project.

Budget: KBA's proposed fee for CM services, as outlined in the City's RFQ, is \$2,779,172, and a \$200,000 management reserve to account for unforeseen tasks/work related to the project. The fee is based on an estimated 250 contractor working days, as currently estimated by the project consultant. The management reserve may be authorized by the consultant only with prior staff approval.

The total approved budget for the project is \$22,250,187. Approximately, \$4.9M has been spent on work completed to-date which includes 95% design, permitting, and railbanking. Adding the required CM costs, the total amount spent to-date/required totals \$7.8M, with \$13.8M remaining.

The current/approved project budget was based on 90% design and preliminary ROW acquisition and utility relocation costs. Since then, the project team has been finalizing the design, permitting, ROW acquisition and utility relocation. Based on this information, Staff anticipate the total project cost to be between \$15M-\$16M (versus \$13.5M). While the forecasted cost far exceeds the approved project budget, the actual overage and potential budget adjustment will be determined once the ROW acquisition negotiations are completed and construction bids have been received. As part of the construction contract award, anticipated Spring 2026, Staff will present the total project cost based on the lowest construction bid received.

Staff recommends awarding the CM professional services agreement to KBA to support the City in delivering this complex and time-sensitive project.

ALTERNATIVES:

1. To approve the award of the agreement as presented.
2. Not approve the agreement and provide direction to staff.

RECOMMENDED MOTION:

I MOVE THAT THE CITY COUNCIL APPROVE THE PROFESSIONAL SERVICES AGREEMENT WITH KBA, INC. IN THE AMOUNT OF \$2,779,172 FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE SR 202 WIDENING AND TRESTLE REPLACEMENT PROJECT (ST-13-002); AUTHORIZE A MANAGEMENT RESERVE OF \$200,000; AND AUTHORIZE THE CITY MANAGER TO TAKE OTHER ACTIONS NECESSARY TO IMPLEMENT THIS AGREEMENT.

ATTACHMENT(S):

1. Request for Qualifications
2. KBA Statement of Qualifications (SOQ)
3. Professional Services Agreement No. 26-018 with KBA, Inc. (Includes Scope of Work and Fee Proposal)



City of Woodinville

Request for Qualifications (RFQ) No. PW-ST-13-002

Construction Management Services for the SR 202 Widening and Trestle Replacement Project

Federal Title: SR 202 Widening and Trestle Replacement

Funding: Federal (Congressionally Directed Spending), State grants (Ped/Bike Safety, TIB, Move Ahead Washington), Local (City of Woodinville, Woodinville Water District)

Estimated Procurement Schedule

Schedule of Events	Date
Solicitation Release	November 24, 2025
Deadline for Questions	December 16, 2025
Response Deadline	December 22, 2025
Interviews	January 19, 2026
Selection of Consultant/Negotiations	January/February 2026
Contract Execution	February 2026

*The City reserves the right to modify this schedule.

1.0 Introduction

The City of Woodinville is soliciting Requests for Qualifications (RFQ) from interested and qualified firms to provide Construction Management professional services with a focus on plan review, construction inspection, quality assurance, general construction oversight and administrative services for the **SR 202 Widening and Trestle Replacement Project No. ST-13-002 ("Project")**, on SR 202 from NE 175th Street to NE 177th Place.

This Project (see Exhibit A) will replace the existing rail trestle with a wider clear span pedestrian bridge and widen SR 202 between NE 175th Street to NE 177th Place from 5 to 8 lanes. The Project will also construct the southernmost Woodinville section of the Eastrail Trail, which extends from the Sammamish River Trail to the new section of trail built by the 133rd Ave NE Roundabout project. Additional Project information and graphics can be found on the Project website: <https://www.project.woodinville.gov/trestle-bridge-replacement>.

The Project is funded by Federal and State grants, and local City and County funds. The anticipated Construction Invitation to Bid Advertisement is in March/April 2026.

The exact duties and work to be performed will be negotiated as part of the Professional Services Agreement.

2.0 Federal, State, and Local Requirements

The selected Consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this Project. Additionally, the Consultant and any sub-consultants shall be checked for debarment and suspension at the System for Award Management website (<https://sam.gov/>).

The work on this Project shall be accomplished in accordance with the Standard Specifications for Road, Bridge and Municipal Construction, 2025 edition, as issued by WSDOT and the American Public Works Association (APWA), Washington State Chapter, the *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any, and the City of Woodinville Transportation Infrastructure Standards and Specifications.

In addition, the Consultant agrees to comply with:

- Title VI of the Civil Rights Act of 1964. The City of Woodinville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.252,42 U.S. C. 2000d to 2000-d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids/qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- Section V of the Rehabilitation Act of 1973.
- The American with Disabilities Act of 1990
- Federal Equal Employment Opportunity (EEO) requirements
- All regulations and administrative rules established pursuant to the foregoing laws; and
- All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations.
- Conditions identified in grant agreements for funding of the design and construction contracts and projects.

3.0 Relevant/Attached Documents

The following documents are included in this RFQ:

- Exhibit A – Vicinity Map
- WSDOT LAG Consultant Agreement template

4.0 Scope of work

This is a summary of the minimum expectations of the Consultant. Final provisions shall be established during Agreement negotiations.

1. **100% Constructability Review:** Perform a constructability review of plans and specifications and provide detailed comments to the Design Engineer of Record.

2. **Construction Project Management:** Oversee the construction process, ensuring compliance with Project specification, timelines, and budgets. Includes facilitating pre-construction meeting(s) and weekly meetings with the awarded Contractor and the City, document control, material tracking, change orders, and pay applications.
3. **Inspection Services:** Conduct daily inspections to ensure that construction work meets required standards and specifications.
4. **Coordination:** Coordinate with City staff, Contractors, utilities, property owners, and other stakeholders to facilitate smooth Project execution.
5. **Reporting:** Provide regular progress reports to the City, highlighting any issues or delays and proposed solutions.
6. **Quality Control:** Implement quality control measures to ensure that the Project meets the highest standards of construction.
7. **Safety Management:** Ensure all construction activities comply with relevant safety regulations and standards, emphasizing safety of all workers and the public throughout the construction process.
8. **Construction Project Closeout:** Ensure all closeout items are identified and completed, this will include the punch list phase, as-built documents, M&O manuals including manufacturer equipment and material warranties, and providing Project files to the City.

The diversity (DBE/FSBE) requirement for this project is 0%.

3.1 Anticipated Project Timeline

- Project Kickoff with Consultant – Feb 2026
- Project Advertisement – March/April 2026
- Project NTP – July/August 2026
- Project Completion – August 2027

3.2 Anticipated Estimated Project Budget

- Plan review and construction management - \$2 million

5.0 Request for Qualifications Requirements

A. Submittal Requirements

All interested and registered Consultants must submit their Statements of Qualifications (SOQ's) through the Public Purchase portal **by 10 am on December 22, 2025**. SOQ's received after this time will not be accepted.

(For instructions on how to get registered in Public Purchase go here: <https://www.sharedprocurementportal.com/VendorRegistration> . Note that it may take up to 24 hours for newly registered accounts. Registration is a 2-step process. Step 1 is to register. Step 2 occurs after you receive an activation email from Public Purchase. You will have to log back in, click on the "Tools" tab then, on the "Agencies" tab. This will take you to the Agency search page. In the Agency name box type in "Agency Name". Leave the "new Agency since" box blank. Make sure Registration Status says "ALL". Click on "search". This will bring up the Agency below. To the far right of it you will see "view" and "Register". Click on the "Register" link to complete the supplier registration with the Agencies. If you do not select "Woodinville" you will not appear to me as a registered vendor and you will not be able to access this RFQ

or download bid attachments).

Consultant certified as Veteran Owned, Small Owned, or Federally Small Owned Enterprise businesses are encouraged to register in Public Purchase and submit an SOQ. For more information: [Office of Minority and Women's Business Enterprises | \(wa.gov\)](#).

All SOQ's submitted shall not exceed twenty (20) pages. All pages count towards the page total including but not limited to cover page and staff resumes.

B. SOQ Evaluation Components/Criteria

The following should be included in the submittal:

1. Executive Summary: An executive summary should include key elements of the Consultant's SOQ, project approach, and an overview of the team. Indicate the address, contact info, office location (nearest Woodinville), and the office from which the project will be managed. Provide information if firm is certified as a Veteran or Federal Small Business Enterprise (FSBE) owned business (including any applicable sub-consultants).
2. Related Firm Experience: Describe recent (within the last 3 to 5 years), directly related experience with other firms or municipalities matching the requirements defined herein. This reference list should include the name of the client, description of work done, deadlines met, dates of the project, name/address/phone number/email of client's project manager. The City reserves the right to contact any reference listed.
3. Statement of Team Experience: Consultant to demonstrate their team's ability to perform the work directly related to the requirements defined herein. The experience listed must be of the team that would potentially be assigned to the City if awarded an agreement. Experience portfolio should include all applicable certifications, experience with local municipalities, and large public works projects. Include current workloads. Provide discussion on your team's familiarity with federal standards and describe your team's specific experience with public agencies as it relates to document control on FHWA, WSDOT, or USDOT funded projects.
4. Project Approach/Methodology: Based on the information included herein, provide a brief narrative on how the Consultant would approach the Construction Management of this Project to deliver the Project on time and within budget.

C. Selection Process

Proposals will be evaluated and ranked from 0 through 5 (5 being the highest ranking) against each criteria listed below. The highest cumulative total that can be given to any Consultant is 20 points (before points are awarded for interviews).

1. Completeness of SOQ.
2. Firm's relevant experience matching the objectives and Scope of Work detailed herein.

3. Project team experience.
4. Project approach/methodology.

The 0 to 5 scores represent the following:

- 0 = 0% did not provide a response to the requirement
- 1 = 20% Far below expectations, poor response that minimally meets the requirements
- 2 = 40% Below expectations, a fair response that meets the requirements in an adequate manner
- 3 = 60% Meets expectations, a good response that meets all the requirements and has demonstrated in a clear and concise manner, a thorough knowledge and understanding of the subject matter.
- 4 = 80% Exceeds expectations, a very good response that provides useful information, while showing experience and knowledge within the category.
- 5 = 100% Far exceeds expectations, a superior response that is highly comprehensive, excellent reply that meets all requirements of the area within that category.

The City will review and score all timely submitted SOQ's and following such review, the City will interview at least three (3) Consultants with the highest scoring SOQ's. The interview will be worth twenty (20) additional points.

The City will, in its sole discretion, determine the number of consultants interviewed, and may require additional interviews to determine the most highly qualified Consultant on the basis of the criteria stated above.

The City shall not be responsible for any costs incurred by any person or entity to prepare, submit or present its response to this request.

The City reserves the right to change the schedule or issue amendments to the RFQ at any time, cancel or reissue the RFQ, request clarification of information submitted and to request additional information from any Service Provider.

D. References

The City may contact one or more references. The City may use references named or not named by the Consultant.

E. Selection

The City shall select the highest ranked Consultant SOQ that is considered to be the most qualified from the combined total of the evaluation criteria and the interview (max 40 points). The City reserves the right to make a final selection based on the combined results and/or the consensus of the Consultant Evaluation Committee.

F. Agreement Negotiations

The highest ranked Consultant will be invited to enter into Agreement negotiations with the City. Negotiations include fees and costs and any aspect of the scope of work. Should the City be unable to negotiate a satisfactory Agreement with the Consultant, negotiations may terminate with that Consultant and the City may begin negotiations with the second most qualified Consultant, and so on.

The City cannot modify Agreement provisions mandated by Federal, State or City law: Equal Benefits, Audit, FSBE and EEO, Confidentiality, or mutual indemnification.

G. Agreement for Services

Following the City's successful negotiation with the most highly qualified Consultant, the Consultant will be expected to enter into a standard WSDOT LAG Consultant Agreement on a cost-plus fixed fee payment method.

H. Questions

Any questions regarding this RFQ should be issued through the Public Purchase portal or be addressed to Chista Kouretchian, Contracts Manager at (425) 877-2288 or chistak@woodinville.gov (email is preferred).

I. Public Records Act

All responses submitted become the property of the City and after opening may be subject to public disclosure under the Public Records Act, RCW 42.56.

Any information contained in the response that is exempt from public disclosure because it is proprietary, a trade secret or otherwise exempt must be clearly designated. Marking of the entire response or entire sections of the response as exempt will not be accepted or honored.

J. Title VI Non-Discrimination Compliance

The City of Woodinville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

K. 4.12 Compliance with Americans with Disabilities Act (ADA)

If the Consultant is providing services, programs or activities to City employees or members of the public, the Consultant shall not deny participation or the benefits of such services, programs, or activities to persons with disabilities on the basis of such disability. Consultant shall provide the services specified in this Contract in a manner that complies with Title II of the ADA and any and all other applicable federal, state and local disability laws and regulations at all times and at no additional cost to the City, including but not limited to the Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of

1973, 29 U.S.C § 701 et seq.; and the Washington Law Against Discrimination, Wash. Rev. Code Ann. § 49.60.

The final project design shall comply with all applicable laws, building codes and regulatory requirements, including but not limited to the requirements of the Americans with Disabilities Act (ADA) as amended (42 U.S.C. 12101 et seq.), its regulations, standards, and guidelines. In cases where Title II and III of the ADA differ, the design shall comply with the provision that provides the highest degree of access to individuals with disabilities. Additionally, in cases where the 2010 ADA Standards for Accessible Design and building codes and other regulations differ, the design shall comply with the standard that provides the highest degree of access to individuals with disabilities. It is the responsibility of the Consultant to determine the applicable code provisions.



Executive Summary

Founded in 1994, KBA is a purpose-built, Puget Sound-based consulting engineering firm that delivers SMART & STRATEGIC® Construction Management (CM) services. Employee-owned, KBA has a proven track record of success in delivering roadway widening and pedestrian bridge projects similar to those identified in your RFQ.

KBA serves clients who value innovative solutions and unwavering commitment from their construction management consultants. With over 80 construction management professionals, we rank among the region's largest and most capable CM firms. We take pride in supporting both major projects and our valued local agency clients. Our size allows us to be responsive and flexible while managing multiple complex projects. Our staff includes expert project managers, resident engineers, inspectors, administrators, and project specialists who handle project controls, cost, schedule, contracts, partnering, and permitting. Now in our 31st year, KBA has grown from a small business to a highly respected regional CM firm.

KBA, Inc.

11201 SE 8th St. STE #160
Bellevue, WA 98004

Principal in Charge:

Paul Garrett, CCM
PGarrett@kbacm.com
(425) 269-6615

Project Manager:

Todd Chase
tchase@kbacm.com
(425) 550-6101

Team Overview

KBA is intentional in selecting the best CM professionals for each project. Principal in Charge Paul Garrett and Project Manager Todd Chase invest time to understand the City's needs, analyze key construction elements, assess risks, and identify stakeholders. This knowledge guides their selection of the Resident Engineer and assembly of a team with complementary strengths. As a unit, our professionals support each other and leverage their expertise for the project's success.

Paul Garrett, Principal in Charge, brings 18 years at KBA, serving in roles from inspector to Construction Manager. Over half his projects have been FHWA-funded, demonstrating expertise with complex work. His field experience builds strong teams based on trust, shared goals, and a collaborative environment. As Manager for CM Standard Practices and Quality Assurance, Paul matches the right talent to each project, reflecting our commitment to excellence.

Project Manager Todd Chase offers 40 years of experience in public works construction. Two-thirds of his career was as a contractor, rising from operator to General Manager; the rest as a consulting CM. This breadth allows Todd to guide agencies through complex challenges and negotiations. He is a trusted advisor who provides steady leadership and expert insight.

Nick Greene serves as our Resident Engineer, bringing a calm, confident, and sophisticated leadership style that is especially valuable on high-profile projects—particularly when managing public concerns during critical phases, such as major detours. Nick's selection is rooted in his extensive experience as both a public works project engineer and manager. Having walked in the City's shoes, Nick is deeply empathetic to the challenges City staff may face, and he excels at communicating proactively and effectively with municipal teams about upcoming issues and mitigation strategies. As a licensed Professional Engineer, Nick has been closely involved with public works projects from development through design, giving him a keen understanding of what the Engineer of Record will require when design challenges arise. This expertise enables him to expedite resolutions and keep the project on track. Supporting Nick is a highly capable team, including Erica Dougherty, our Senior Office Engineer, who will ensure strict adherence to all FHWA funding requirements.

Erica works directly with Paul, serving as the steward of KBA's CM Standards training and guidance documents. She leads our quality assurance reviews across all KBA projects, ensuring every deliverable meets the highest standards. As KBA's Autodesk Construction Cloud Administrator, Erica will expertly oversee the setup and

management of the document control system for this project. She will conduct weekly verifications to verify all FHWA requirements are met, with comprehensive reviews completed prior to each monthly progress estimate. Erica's six years of design and office engineering experience at WSDOT, combined with five years as KBA's Senior Project Controls Lead, equip her to provide exactly the support and oversight necessary to exceed even the most rigorous Project Management Review (PMR) by Local Programs. Erica will be supported full-time by Z Dewit, further strengthening our team's capacity for excellence on your project.

Z Dewit has 13 years in civil design and construction management. His experience as both inspector and office engineer ensures flexibility and full compliance with FHWA documentation and regulatory requirements. Z is recognized for reliability and efficiency in collaborating with teams and contractors, consistently upholding documentation standards.

Our crucial Lead Inspector role will be filled by John Collins, whose distinguished 36-year career at WSDOT stands as a testament to his expertise and dedication. John's journey at WSDOT began in the materials lab and progressed through increasingly responsible positions—inspector, chief inspector, developer services engineer, and ultimately a nine-year tenure as Utilities Engineer and Chief Inspector on the renowned SR 520 Floating Bridge and HOV program. John's comprehensive experience covers every construction element present in this project, ensuring nothing is unfamiliar or unmanageable. He is eager to leverage his deep construction knowledge to deliver outstanding results for this important City project.

John will oversee all special inspections, ensuring quality and safety at every stage. He is supported by HWA GeoSciences, an FSBE firm with whom KBA has partnered for over 20 years. Together, we deliver reliable material testing and verification, providing technical oversight for your FHWA-funded project.

Should the project require a full-time second inspector, John will be supported in the field by Erik Tichenor. Who is currently serving as the inspector on the adjacent 133rd Grid Road Extension and Grid Road Extension and roundabout project. Erik brings relevant, hands-on experience and a strong commitment to quality. He is enthusiastic about contributing to the next phase of Woodinville's important public works projects, further strengthening our inspection team.

Our Constructability Review team—led by Todd Chase, Scott Robeson, and Tom McMillan—brings deep construction knowledge to optimize bid documents. Scott's contractor experience and decade as a KBA Resident Engineer let him anticipate constructability challenges. Tom brings 24 years with major civil contractors, including managing bridge construction for WSDOT's SR-520 West Approach Bridge South. Together, they deliver thorough document reviews and strategic consultation, ensuring a smooth transition to construction.

Team Support

KBA's approach is rooted in understanding each project's requirements, identifying critical elements, and assembling a team with proven expertise. Our balanced team ensures technical and management strength throughout the project. When technical or CM challenges arise, we have the resources and experience to respond immediately.

Nick, Z, and John will be fully dedicated to your project, ensuring consistent, on-the-ground leadership and oversight. Erica will provide high-level support to Nick as Senior Office Engineer, ensuring federal funding requirements are met efficiently and accurately. If project demands require additional inspection coverage, Z is available to assist, and Erik can be assigned for extended periods as needed. As Project Manager, Todd is always accessible, providing hands-on support and guidance throughout the project. KBA's Project Managers maintain a strong onsite presence, supporting the team proactively and adapting to project needs as they arise.



KBA is currently providing Construction Management services for the City of Woodinville's 133rd Grid Road Extension & Roundabout project

KBA equips our teams with advanced tools and technology for maximum efficiency. Using Autodesk Construction Cloud (ACC), we streamline submittals, RFIs, reports, and documentation, enabling real-time collaboration. Inspectors manage projects directly from the field with instant access to files via iPad, prioritizing proactive, on-site engagement for project success.

KBA is excited to partner with the City of Woodinville to deliver traffic improvements. Our track record managing similar projects in neighboring cities reinforces the importance of open, effective communication among all parties. We are committed to collaboration and delivering outstanding results for Woodinville's residents.

Related Firm Experience					
Requirement Defined herein	SE 62nd St Extension	NE 145th St & I-5 Interchange	East Marginal Way Corridor	Grand Ave Park Bridge	Sammamish River Bridge
100% Const. Review	X	X	X		X
Project Management	X	X	X	X	X
Inspection Services	X	X	X	X	X
Coordination	X	X	X	X	X
Reporting	X	X	X	X	X
Quality Control	X	X	X	X	X
Safety Management	X	X	X	X	X
Construction Closeout	X	X	X	X	X
Projects Relevant Construction & Funding Element					
Meets or exceeds engineer's est. cost	\$25 mil	\$38 mil	\$37 mil	\$17 mil	\$28 mil
Roadway widening - WSDOT Limited Access		X			
WSDOT Coordination		X	X		
Roadway widening on a major arterial		X	X	X	X
Structure demo arterial closure and detours		X	X	X	X
Utility relations and coordination	X	X	X	X	X
Bridge	X			X	X
Pedestrian bridge crossing element	X	X		X	X
Project traffic detours and construction phasing	X	X	X	X	X
Major intersection signal improvements		X	X		
RAISE Grant funding		X	X		
Other FHWA Funding		X	X	X	X
FTA Funding					

Related Firm Experience

SE 62nd Street Extension | Issaquah, WA | City of Issaquah | 2017 – 2020

*Reference: John Mortenson, Transportation Engineering Manager, City of Issaquah
(425) 837-3427, johnm@issaquahwa.gov*



KBA was the prime consultant providing construction management that incorporated the positions of Project Manager for the City, Resident Engineer, Assistant Resident Engineer, Office Engineer and three Inspectors serving together on the \$23.6 million extension of SE 62nd Street from E Lake Sammamish Parkway to Lake Drive. Major work elements included site preloading, an 800-foot-long by 33-foot-wide precast concrete girder bridge with pile foundation, a pedestrian underpass, stormwater conveyance, vaults, retaining wall construction, wetland mitigation, and stream relocation. In addition, the project

constructed connecting roadways and two roundabouts, a multi-use trail connection, lighting, ITS, utility undergrounding and upgrades, water and sewer improvements, landscaping and site restoration, bike lanes, curbs, gutters, and sidewalks.

NE 145th Street Corridor & I-5 Interchange | City of Shoreline | 2024 – Present

*Reference: Cory Nau, Engineer II - Capital Projects, City of Shoreline
(206) 801-2325, cnau@shorelinewa.gov*



KBA is providing comprehensive Project Management and Construction Management with the positions of Resident Engineer, Assistant Resident Engineer, Office Engineer and three Inspectors for this \$38 million project, which involves the complete reconstruction and reconfiguration of the 145th St and Interstate 5 interchange, as well as the surrounding corridor. The roadway corridor is being widened, with signalized intersection improvements, new traffic signals, signal timing modifications, new sidewalks, curb ramps, landscaping, bus zones, pavement markings, and urban design treatments. Overhead utilities will

be relocated underground for a portion of the corridor, together with storm drainage and water improvements. The two signalized intersections on the west (145th Street/I-5 on-off ramps) and east (145th Street/5th Avenue) sides of the interchange will be replaced with multi-lane roundabouts. A shared pedestrian and bicycle path will be installed across the north side of the bridge, protected by raised curbs.

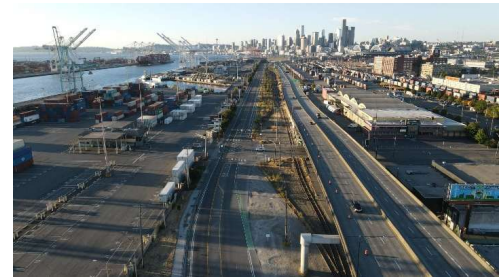
This project involves significant coordination with multiple stakeholders, including two different Engineers of Record, seven different utilities (including SPU, SCL, and PSE), WSDOT, as well as the Cities of Seattle and Shoreline, whose border the project lies on. There are also several other adjacent projects, including three Sound Transit projects, an apartment complex construction project, a separate pedestrian bridge, a local sewer project, and a school frontage project.

This presented a daunting task for the CM Team who was up for the challenge to seek timely and final resolution to a multitude of project issues involving numerous constraints of multi-jurisdictional agencies, permitting and third-party utilities. This while mitigating the impacts to not only the project, but the coordination, phasing and sequencing of adjacent affected projects.

East Marginal Way Corridor Improvements - Phase 1 | SDOT | 2023 – Present

*Reference: Jeremy Walliman, Construction Manager, Seattle Department of Transportation
(206) 743-1577, Jeremy.walliman@seattle.gov*

The East Marginal Way South Infrastructure Improvement Project is a comprehensive, \$37 million federally funded project undertaken by the Seattle Department of Transportation (SDOT) to enhance the safety and mobility of East Marginal Way South, a major freight corridor and designated Heavy Haul route. The project aims to improve the transportation infrastructure for people and goods, providing better access to Port of Seattle terminals, rail yards, industrial businesses, and local manufacturing and industrial centers. The project is being implemented in three phases: North, Central, and South Segments.



The KBA Resident Engineer led the KBA/HNTB team on the roadway improvement project on East Marginal Way South between S Spokane St and S Atlantic St. The project was designed to improve freight mobility on a designated Heavy Haul Route and provide a major connection for bike commuters between the West Seattle Bridge Trail, downtown, and the SODO neighborhoods. The KBA Resident Engineer oversaw a team of inspectors, Office Engineers, and an Assistant Resident Engineer on the project. He also worked directly with the SDOT OE and CE.

The East Marginal Way project saw many challenges with various stakeholders. There were concerns regarding water quality discharge, bike traffic safety, conflicts with the railroad scope, and concerns related to the important Port of Seattle freight entrance. The KBA RE worked closely with SPU, King County Sewer, SDOT Traffic Engineering, BNSF, UPRR, and the Port of Seattle to develop solutions that supported the project's schedule and budget. As these issues materialized, the team updated logs and developed independent cost estimates, allowing him to precisely forecast Cost at Completion (C@C). The KBA RE was responsible for presenting those numbers, along with a detailed narrative, to the SDOT Project Manager.

Everett Grand Avenue Park Bridge | City of Everett | 2017 – 2020

*Reference: Keith Alewine, Construction Manager, City of Everett
(425) 257-7225, kalewine@everettwa.gov*

KBA led an integrated team with the City of Everett's Construction Management group, providing a Resident Engineer and Office Engineer to assist the Utility Division in constructing this \$17.5 million federally funded project. The project constructed a single-span (257 feet long, 24 feet deep, and 16 feet wide) steel truss utility/pedestrian bridge in the City of Everett.



The bridge began on Port of Everett property atop a 40-foot-high concrete bridge tower with a 70-foot elevator shaft serving as the west abutment. The bridge spanned eastward an average of 40 to 60 feet high over SR 529 (West Marine View Drive), five BNSF tracks, and a steep 80-foot-high bluff. The east abutment was located along the northwest edge of Grand Avenue Park near 16th Street. It carried a 36-inch storm drainpipe and a 30-inch combined sewer pipe with existing terminuses at the west end of 16th Street to existing outfalls in Puget Sound. The pipes extended about 25 feet deep through Grand Avenue Park, crossed over the bridge, down the west abutment utility tower, and into West Marine View Drive, and then head north for 50 feet.

The Buy America provisions of the contract were a challenge for the elevator manufacturer, and the KBA Resident Engineer worked with the City, WSDOT, and the contractor to resolve this issue. The engineer of record also had design issues with the bridge fabricator in Vancouver, WA. KBA assisted in mitigating the potential claim, which went to a Dispute Review Board for resolution.

West Sammamish River Bridge | City of Kenmore | 2019 – 2023

Reference: Terri Bielenberg, Civil Engineer, City of Kenmore
(425) 398-8900 ext. 6176, tbielenberg@kenmorewa.gov



KBA provided construction management that incorporated the positions of Resident Engineer, Assistant Resident Engineer, Office Engineer and two Inspectors serving together on this \$28 million federally funded project, which replaced the

existing southbound bridge across the Sammamish River and constructed new sidewalks and bike facilities on the west side of the road between NE 170th Street and NE 175th Street.

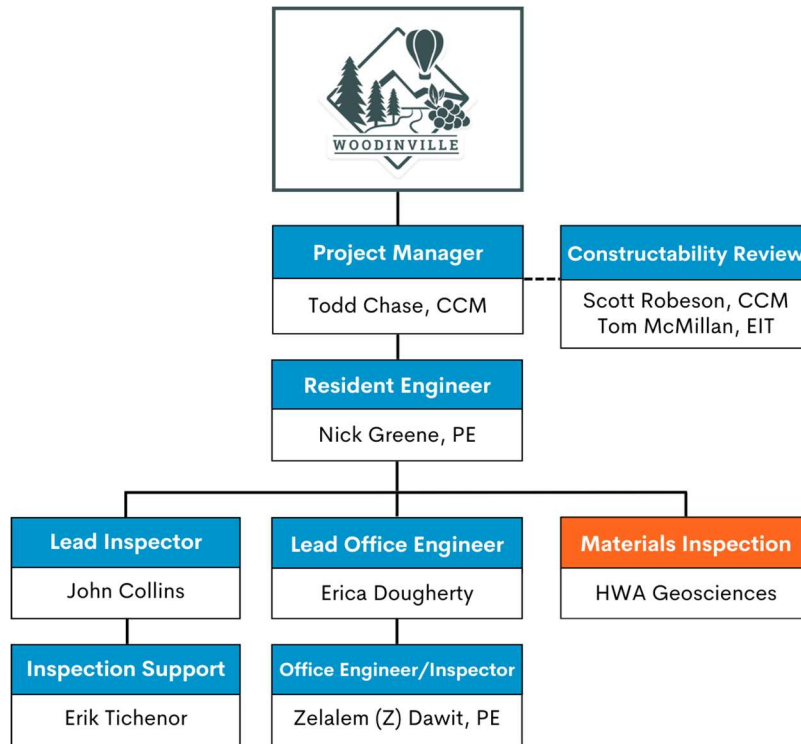
The project also included new signals at NE 170th Street and NE 175th Street, new street lighting, utility undergrounding, and new landscaping. The bridge provides the only route over the Sammamish River in Kenmore. With an average daily traffic volume of 26,000 vehicles, it is also the only north-south route into the City and provides access to SR 522, Kenmore City Hall, and the downtown business center.

The construction of this new bridge, primarily over the existing bridge footprint, on the City's second-highest traffic corridor, in an environmentally sensitive river surrounded by wetlands, and with a very limited fish window, while maintaining traffic flow at all times, posed significant challenges throughout the project duration. In addition to the sensitive nature of the site, the project required 15 permits/agency approvals that required adherence during construction. On top of all this, impacts from the COVID-19 pandemic caused critical material delays, employment challenges, and a rework of the work schedule.

Owner Testimonial:

"The West Sammamish River Bridge Project was a very complex project and the largest project the City undertook in its 22-year history. The KBA team had a firm grip on the evolving changes caused by the pandemic, as well as the standard complications of a heavily permit-laden project in a sensitive and congested area. KBA managed all the changes and challenges throughout the project and ensured that the project was completed as required by the City, producing a high-quality, on-schedule, and within-budget project."

-John Vicente, City Engineer, City of Kenmore



Statement of Team Experience

KBA has assembled a talented team with a proven record of safe, timely, and cost-effective delivery of federally funded public projects. The following are summary bios for our proposed team members, poised and available immediately, ready for deployment. Please refer to the full resumes of proposed key personnel following this statement of qualifications.

Construction Management Team

Todd Chase – Project Manager



With over 40 years of management and field/trades experience in the construction industry, Todd Chase is a seasoned professional adept at overseeing projects of all scales. He has held key positions in renowned companies, managing diverse projects with values ranging from \$10 million to \$230 million. Todd's expertise spans dispute resolution, project cost/scheduling, and management, making him an invaluable asset in delivering high-quality construction projects efficiently. Todd has worked extensively on projects of similar scope and numerous projects with the City of Woodinville over the last 13 years with the last three Public Works Directors. He successfully managed most of those projects to at or below the original construction contract amount.

Years of Experience: 40+

Years with KBA: 1

Education

BS, Construction Management, Minor in Business Administration, Washington State University, 1989

Certifications

Utility Contractors Association of WA
Associated General Contractors

Todd's project experience includes:

Project Manager - 133rd Grid Road Extension and Roundabout | City of Woodinville | 2025 – Present

Project Manager - 145th St I-5 to Corliss Ave N | City of Shoreline | 2024 | **FHWA-Funded**

Resident Engineer - Eastrail Phase 1 - Rail & Tie Removal | City of Woodinville | 2023 | **FHWA-Funded**

Resident Engineer - 2023 Pavement Overlay Project | City of Woodinville | 2023

Resident Engineer – 196th St SW Improvement Project | City of Lynnwood | 2021-2023 **FHWA-Funded**

Nicholas Greene, PE – Resident Engineer



Nick has nine years of hands-on experience in the construction industry, focused on roadway, bridge, signal, and utility improvements. He began his career as a special inspector before transitioning into a project engineering role, where he spent five years working for local agencies, such as the City of Issaquah and the City of Marysville. He has a proven ability to collaborate with contractors, stakeholders, and multidisciplinary teams to resolve project challenges efficiently. With strong communication skills and a solutions-oriented approach, Nick is committed to delivering high-quality projects that enhance community infrastructure and safety.

Years of Experience: 15

Years with KBA: 5

Education

BS, Civil Engineering, Boise State University

Certifications

Professional Engineer (PE), #24016041

ITD Inspector for Contract Administration, Concrete & Structures, Earthwork & Base

ICC Special Inspector for Reinforced Concrete, Masonry, and Bolting
WAQTC Inspector for Concrete Field Tech, Aggregate, Asphalt, Concrete Laboratory, Embankment & Base, In-Place Density Testing

Nick's project experience includes:

Resident Engineer | KBA | 2025 – Present

- 133rd Grid Road Extension & Roundabout | City of Woodinville | 12/2025 – Present
- Stores to Shores | City of Kirkland | 6/2025 – 12/2025 | **FHWA-Funded**

Project Engineer | City of Issaquah | 2022 – 2025

- E Lake Samm Parkway SE & 43rd Way Pavement Preservation | Issaquah, WA | 2024
- Newport Way: SR900 to 54th | Issaquah, WA | 2024 | **FHWA-Funded**
- Newport Way: Maple to Sunset | Issaquah, WA | 2024 | **FHWA-Funded**

Project Manager | City of Marysville | 2021 – 2022

- 52nd & Sunnyside Intersection Improvements | Marysville, WA | 2022 | **FHWA-Funded**
 - 2021 Crosswalk and ADA Improvements | Marysville, WA | 2022 | **Federal CDBG Funding**
- City of Sammamish Signal Improvements | Sammamish, WA | 2020

John Collins – Lead Inspector



John Collins is in his third year with KBA after a 35+ year career with WSDOT, leaving as a Chief Inspector and Transportation Engineer. John has a thorough understanding of the WSDOT Standard Specifications and Plans, as well as a wealth of general construction knowledge. With John's experience comes a confident presence, and he tactfully solves project issues with a collaborative and fair approach. He consistently completes thorough documentation of daily project events and understands what is important to document. John maintains a respectful, positive, and collaborative working relationship with colleagues and contracting personnel, and is committed to success on each project he is a part of. John is a WSDOT Certified Inspector.

Years of Experience: 40+

Years with KBA: 3

Education

AA, Science and Math, Brigham Young University, 1979; Fort Lewis College, 1975

Certifications

WSDOT Certified Inspector

John's project experience includes:

Inspector - SR 169 Widening SE 253rd Pl to SE 260th St | City of Maple Valley | 2024 – Present

Inspector - Mercer Island SPU Water Main Rehabilitation | Seattle Public Utilities | 5/2024 – 9/2024

Inspector - 145th St I-5 to Cortiss Ave N | City of Shoreline | 2024 | **FHWA-Funded**

Inspector - Ruth Haines Roadway | Kitsap Transit | 2023 – 2024

Zelalem (Z) Dawit, PE – Office Engineer, Inspector



Z is a positive and motivated engineer specializing in construction management. Z is familiar with a broad range of planning and design techniques and standards in land development and municipal/public works projects and is proficient in Bluebeam, Headlight, and AutoCAD Civil 3D. Z's expertise includes inspecting and coordinating joint utility trenches, drainage inspection, and inspection of SEW walls. His other experience includes water line and general roadway construction inspection, document control, cost tracking and control, material testing and submittals, progress estimates, and payments. He is OSHA and HAZWOPER trained and is a WSDOT Certified Inspector. Z is experienced in administering federally funded projects.

Years of Experience: 13

Years with KBA: 2

Education

BS, Civil Engineering, Jackson State University, 2010

Certifications

Professional Engineer, Washington, 2018, #56184

WSDOT Certified Inspector

Z's project experience includes:

Inspector/OE - 133rd Grid Road Extension & Roundabout | City of Woodinville | 3/2025 – Present

Inspector/OE - 100th Avenue NE Improvements | City of Kirkland | 5/2023 – 2025

Inspector/OE - 124th Avenue NE | City of Bellevue | 2022 – 2023 | **FHWA-Funded**

Erica Dougherty – Federal Aid Specialist/Lead Office Engineer



Erica Dougherty has over 16 years of experience in construction management and civil engineering, including as an Office Engineer with WSDOT, before spending the last three years with KBA as our Quality Oversight and Federal Aid Specialist. In this role, Erica reviews project documentation for conformance to the Local Agency Guideline (LAG), the WSDOT Construction Manual, and FHWA requirements. She provides feedback, facilitates discussions on best practices, and shares lessons learned across project teams. This helps ensure federal documentation audits are a routine event. Erica possesses strong communication skills and the ability to work effectively with diverse audiences at all levels.

Years of Experience: 16

Years with KBA: 4

Education

BS, Civil Engineering Technology, Southern Polytechnic State University, 2006

Certifications

WSDOT Certified Inspector

Erica reviews documentation on every Federally-Funded project managed by KBA

Office Engineer - 133rd Grid Road Extension & Roundabout | City of Woodinville | 3/2025 – Present

Erik Tichenor – Inspector



Erik has 11 years of experience in the construction industry. His expertise includes shoring, mass excavation, storm sewer, ditches, utilities, retaining walls, precast concrete, reinforced concrete, structural steel, native soils, and aggregate compaction. He knows proprietary anchor, asphalt paving, and ACI/IBC/WSDOT inspections. Erik is responsible for scheduling, project coordination, communication with contractors and subcontractors, compliance inspections, and project documentation.

Years of Experience: 11

Years with KBA: <1

Education

BA, Political Science, Central Washington University, WA, 2012

Erik's project experience includes:

Inspector - 133rd Grid Road Extension & Roundabout | City of Woodinville | 9/2025 – Present

Inspector - 8th Ave W Sewer & Water Main Replacement | City of Kirkland | 5/2024 – 9/2025

Construction Manager - East Lake Sammamish Trail | King County Parks | 6/2022 – 5/2024 | **Federal Funding**

Construction Manager - Foster City Levee Project | City of Foster City | 1/2021 – 6/2022 | **Federal Funding**

Constructability Review Team Members

Scott Robeson – Construction Manager



Scott Robeson is a Construction Management professional with 20 years of experience as a Resident Engineer, Office Engineer, and Project Inspector for both locally and federally funded projects. He has a solid background in construction administration and providing oversight and assistance with all phases of multimillion-dollar infrastructure projects for private sector and local and state government clients. He is skilled at QA/QC, field engineering, change management, budgeting, and cost controls. Scott is an experienced subcontractor and crew supervisor with strong site safety and OSHA compliance expertise.

Years of Experience: 24

Years with KBA: <1

Education

BS, Construction Management, Central Washington University, 2004

Certifications

Trained in Construction Safety, Crane and Rigging, Confined Space Entry

OSHA 10

Scott's project experience includes:

Resident Engineer on the following projects:

100th Avenue NE Improvements | City of Kirkland

68th Avenue NE Pedestrian and Bicycle Improvements | City of Kenmore

Juanita Drive NE Pedestrian and Bicycle Improvements | City of Kenmore

Waynita Way NE Bridge over Sammamish River Seismic Retrofit | City of Bothell

Sammamish River Bridge Replacement | City of Woodinville

NE 171st Street Urban Parkway | City of Woodinville

Tom McMillan – Resident Engineer



Tom McMillan brings over 24 years of strong experience in progressively responsible roles from Field Engineer to Project Manager on a wide variety of roadway, highway, BRT, rail transit, bridge, and other heavy infrastructure projects ranging from \$6 million to \$450 million in construction value. He is experienced with overseeing complex projects while serving in multiple simultaneous roles, bringing a proven record of management and problem-solving.

Years of Experience: 24

Years with KBA: <1

Education

MS, Metallurgy, Mineral Processing, and Mine Waste Engineering, Montana School of Mines, 2001

BS, Mining Engineering, Montana School of Mines, 1999

Certifications

Engineer in Training (EIT), Montana, 1999, #13927 EI

Tom's project experience includes:

SR-520 West Approach Bridge South (WABS) and Lid Project | WSDOT

405 and 85th Street Project | WSDOT

SR-520 West Approach Bridge North Project (WABN) | WSDOT

I-35W St. Anthony Falls Bridge | Minnesota Department of Transportation

52/67 Unit 5B Project | California Department of Transportation (CalTrans)

Santa Margarita Bridge Replacement & Second Track | North County Transit District

Project Management Approach

KBA manages contract administration, documentation, inspection, construction coordination, and reporting. We handle submittal reviews, meetings, material records, pay estimates, and change management—our customized Autodesk Construction Cloud (ACC) tool streamlines the submittal process and information flow.

Our inspection staff—led by experienced inspector John Collins and supported by Erik Tichenor—collaborates closely with all stakeholders. We take a proactive approach, anticipating and resolving issues before they arise. Our inspectors leverage advanced technology and strong document control to maintain up-to-date project records and ensure quality.

We anticipate the following project challenges – As this project is located at the main entrance into the City off SR-522, considerable coordination effort will be necessary with WSDOT Traffic (CTCO) within their limited access to avoid traffic queuing from the SR-522 off-ramp. Additionally, a reasonable traffic flow must be maintained, allowing northbound traffic to exit the site and access the SR-522 on-ramps. Particular attention will need to be paid to the adjacent traffic signals at both the Little Bear Creek Parkway and NE 175th St intersections along 131st Ave NE.

We anticipate that traffic will need to be rerouted, detoured, and shifted throughout the course of existing trestle removal, demolition, and subsequent construction. KBA expects considerable coordination efforts to occur daily, including notification and reporting, as well as weekly meetings at a higher level with the City and WSDOT. Signal timing adjustments are anticipated with Snohomish County.

Initially, we anticipate a traffic “split” to be shifted in both directions, with overnight and/or weekend work to remove the existing railroad bridge/trestle, demolish the adjacent abutments, and remove the center island column, all sequenced to allow side-to-side traffic shifts as the new improvements are constructed. Lane closures will be necessary as the new drainage, abutment walls, and sidewalks are constructed. Once the first side is complete, similar efforts can occur on the opposite side. Subsequently, the new pedestrian bridge girders can be set in another overnight and/or weekend alternating closure. Then, concrete falsework forming and deck pours will be conducted in a segmented, phased construction. Close attention will be required to ensure that the Contractor’s safe working practices and associated temporary protection are maintained. Final paving will likely involve nighttime and/or weekend traffic closures and/or lane shifts, with potential similar efforts during striping.

During construction, providing safe access for vehicles, pedestrians, and bicycles adjacent to and through the project site will be of the utmost importance. Minimizing impacts to the surrounding businesses in downtown Woodinville, on Little Bear Creek Parkway, and on Woodinville-Snohomish Road will be key.

Early procurement of bridge girders, bearing pads, and signal improvements is crucial for achieving a successful schedule.

With KBA currently managing the adjacent 133rd Grid Road and Roundabout Project, we offer seamless transition, coordination, and team continuity as this new project begins.

Our team has experience coordinating with the railroad operator for inactive right-of-way, efficiently addressing concerns during construction.

KBA’s Approach to Working Effectively with Utilities - As noted above, KBA has extensive experience working with franchise utilities. Based on that experience, KBA views the overall planning, scheduling, and coordination effort as a critical element and key to project success. Our comprehensive approach will begin by involving each utility in the coordination, scheduling, materials procurement, and commitment to their work. We will then further examine the details of each utility’s designs and requirements, and how these align with the construction contractor’s schedule, aiming to maximize schedule efficiency.

By setting expectations early and maintaining ongoing communication, KBA has consistently delivered effective utility coordination that benefits project schedules.

Maintaining safe, accessible pedestrian and business access is essential for project perception and success. KBA enforces contract requirements, reviews traffic control plans, inspects daily setups, and works directly with businesses to minimize disruptions.

KBA staff have extensive experience with WSDOT Local Programs and ADA coordinators. We understand the importance that FHWA places on accessibility for all. We thoroughly understand the “Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way” published by WSDOT. Our inspection staff knows that ADA-compliant and barrier-free access must be maintained during construction and incorporated into the final product.

Field Office Setup - To facilitate the quick start of this project, KBA will procure a field office, if included in the scope of services, and establish the necessary infrastructure to manage the project. We will discuss our cost-saving ideas for a field office with the City at the appropriate time. If the City elects to embed KBA staff in City Hall, we will work closely with the staff to expedite the set-up of the office space.

Project Controls

The City will benefit from KBA’s Autodesk Construction Cloud (ACC) tool, offering robust project controls and communication with minimal setup.

- Much of the functionality of larger, more expensive systems, such as Primavera Contract Manager and Meridian Prolog, without the time and expense
- A secure repository for information that is backed up daily to an off-site, secure location
- Individual web-based access for the city, designers, contractor, and the KBA team to review project records, enter daily reports, and post project photos
- Electronic documentation stored on a Project Website using Autodesk Construction Cloud, managed and hosted by KBA. The city and the construction contractor can be provided with access to the Autodesk Construction Cloud website during the Project. KBA can give a training session for the Client and construction contractor users of the Autodesk Construction Cloud system
- Real-time posting of information from the contractor, including RFIs, submittals, and certified payroll
- Reduced labor to manage the paperwork flow and record-keeping
- All scanned information copied to a flash drive and provided, along with hard copy files if requested, to the City of Woodinville at project completion

Public Outreach

We recognize the importance of ongoing stakeholder outreach. KBA supports City-led efforts by providing status updates, access information, and progress photos throughout the construction process.

Issue Resolution

We address issues early and track them in a log accessible to the City and KBA, identifying status, impacts, and resolutions. Our approach is to be firm but fair, always focused on solutions.

KBA will focus on providing the City of Woodinville with solutions – not problems.

Our plan to resolve issues is to:

- Clearly identify the issue: Answer the Who, What, Where, When, Why, and How questions
- Do an alternatives analysis to consider all potential solutions to resolve the issue
- Determine cost and time impacts
- Formulate a recommendation and present this to the City
- This process allows the City to make informed and timely decisions

KBA has found that this issue-resolution approach saves time and money.

Experience in Change Management

KBA is proactive in managing change, preparing a risk registry to identify and prioritize risks. We develop contingency plans for high-risk issues, saving time and money during the construction process.

During construction, KBA maintains an issue log that tracks all project issues. It is intended to review the overall project exposure and best manage the project's contingency. Rough order estimates of time and cost are entered into the issue log. A clear picture of the total project helps the City and CM team make better and more informed decisions. As issues are resolved and actual impacts are evaluated, a more focused view of the project develops.

When the contractor requests change orders, we will first review any request for change for entitlement. If there is no entitlement, the contractor will be notified immediately, and the reason for our determination will be communicated to them. Should it be decided that entitlement is merited, KBA will review the time impact analysis for time impacts and an independent cost estimate for cost impacts. KBA will then work with the City to negotiate a change order that meets federal funding requirements.

To facilitate the documentation process and Project Management Review, KBA has developed a checklist to ensure that each change includes all necessary information.

Inspection Services

Construction inspection is a central component of our oversight. Our specialists ensure contract compliance, address issues immediately, and anticipate problems before work begins.

During construction, our inspector(s) will be available to monitor and inspect the work, verifying that it is being completed as specified and that the correct materials are being incorporated into the project. Inspector's Daily Reports (IDRs) will be produced daily, documenting that viable work is being performed on the project while KBA is inspecting it. Daily quantities of work accomplished will be recorded on Field Note Records (FNRs) and other source documents and summarized monthly by the resident engineer for inclusion in the monthly progress payment to the contractor. KBA will lead weekly progress meetings with the contractor, City staff, KBA staff, and any affected utility providers or franchise utilities under contract with the City.

KBA has many well-qualified inspectors available to provide supplemental inspection, depending on the intensity at which the contractor advances the work. Additional inspectors will be available on-call to provide expertise and coordination for specialized portions of the work as necessary.

Materials Testing and Special Inspections

KBA partners with HWA Geosciences for sampling, testing, and special inspections, building on a strong history of successful collaboration

How The Work Will Be Accomplished

KBA partners with HWA Geosciences for sampling, testing, and special inspections, building on a strong history of successful collaboration.

How The Work Will Be Accomplished

HWA's AASHTO-accredited lab provides geotechnical engineering and testing in accordance with contract and WSDOT standards. Materials are tested as required, with quantities tracked, and the team is notified when additional testing is needed.

Test reports are logged, and deficiencies are relayed for prompt resolution. The Resident Engineer collaborates with the City and designers to determine remedies, which may range from retesting to removal.

Reporting

Clear communication is central to successful construction management. KBA works with the City to establish a communication hierarchy, formally documenting all key decisions. Our Resident Engineer serves as the primary point of communication.

We provide the City with a detailed monthly Construction Report as part of our invoicing.

- Construction work completed in the last month
- Anticipated construction work

- Status of change orders, RFIs, and submittals
- Schedule and cost performance

Schedule and cost performance include earned value reporting for transparent project tracking and management.

Contract Administration and Documentation

KBA's administrative and documentation processes are founded upon our project file structure and managed through KBA's Autodesk Build CM Tool. This CM-specific tool has been used effectively and collaboratively with clients, contractors, and designers to manage submittals, RFIs, correspondence, the Record of Materials, change orders, DBE documentation, and, in short, all project documentation. KBA has continually improved the tool to provide a user-friendly interface, increased project document capacity, and enhanced collaboration capabilities. The KBA Autodesk Build CM Tool offers comprehensive project document control and communication with minimal startup time and cost. It is highly customizable, completely searchable, and workflow-enabled.

Our customized Autodesk Build database tracks pay estimates and bid items, ensuring payments stay on track and closeout is straightforward and audit-ready.

Quality Assurance

KBA is recognized as an industry leader in reliably delivering local and federally funded projects with proper administration and documentation support. This industry knowledge is ingrained within our staff at all levels. We utilize the WSDOT Construction Manual and the Local Agency Guidelines (LAG Manual) to ensure that all documentation requirements have been met. In addition, KBA has an established in-house Quality Assurance Program to conduct self-audits at periodic phases of the project, typically at 30%, 50%, 80%, and project completion, and specifically before any FHWA/WSDOT project audit. This type of work is a strength of KBA, and we have a proven track record of delivering successful projects effectively. Through attention to detail and consistent follow-up, KBA helps minimize the impact on the community while achieving advantageous outcomes. Our team has successfully administered projects funded by the FHWA, TIB, WSDOT, Sound Transit, and Public-Private Partnership.

KBA Internal Project Review

We conduct quality reviews at project startup, midpoint, and closeout, following WSDOT PMR processes and LAG requirements. Our strong relationship with WSDOT Local Programs and funding agencies benefits our clients.

KBA Principals meet with the City during construction to review performance, share best practices, and gather feedback to improve our service continually.

KBA starts every project with the end in mind. We develop our document control systems with an eye toward the final project audit, emphasizing constant compliance with applicable regulations throughout all project phases. KBA has extensive experience administering state and federally funded projects following WSDOT's Construction Manual and LAG procedures. We have developed robust internal systems to ensure our records comply with the requirements of WSDOT, LAG, FHWA, and other relevant agencies.

Safety Management

At KBA, safety is not what we do; it's who we are. Our goal of zero injuries or accidents is never compromised on job sites, in our homes, or in our communities. We proactively manage our Accident Prevention Program, as documented in our Safety Manual, with a multi-pronged approach that includes safety policies, resources, equipment, and training. We seek ways to identify and mitigate risks both on and off the job. We foster a culture of caring, where genuine concern for one another makes it impossible to tolerate unsafe conditions or behaviors.

KBA fosters a strong culture of safety awareness. All proposed KBA field staff are trained in first aid and CPR, have completed the OSHA 10-hour safety program, and participate in mandatory quarterly safety meetings. To make sure that project work can be safely implemented and to avoid negative surprises, everything we do will be thoroughly planned from start to finish, initially with a Site-Specific Health and Safety Plan (SSHASP), followed by a Personal Hazard Assessment (PHAZ) plan that occurs whenever the project enters into a new phase of operation or tasks. We will leverage our knowledge of lessons learned from past and ongoing projects over the past 30 years. The KBA safety



program clearly communicates expectations, fosters team collaboration, and anticipates and mitigates challenges before they become problems.

Post-Construction

We recognize that the end of physical construction is not the end of our involvement, and KBA has successfully navigated the closeout of many local agency projects. In the closeout phase, many of our clients tell us KBA provides some of its best value. Understanding the close-out process has allowed us to develop time-saving procedures to aid in this effort. KBA's active resolution of issues as they arise helps in project closeout because we minimize the number of loose ends needing to be resolved. Should the need arise to evaluate a claim, KBA stands ready to perform a schedule analysis and a detailed review of specific issues. Using KBA's web-based Autodesk Construction Cloud (ACC) CM Tool and detailed filing practices, KBA can track project issues and retrieve relevant information to respond to them.

Why KBA

At KBA, construction management is not something we offer as part of our services. It is our sole purpose for being. We take great pride in being recognized as a leader in the field. Resident engineering, field inspection, and document control are at the heart of our services. For your project, we have selected a team composed of a seasoned Resident Engineer, an Inspector with extensive experience, and an efficient Project Administrator. This team, led by a Project Manager with a lengthy construction background, is eager to demonstrate their proficiency and successfully deliver this project.

The City of Woodinville will benefit from the following attributes for which KBA is known and on which its reputation is based:

- Expertise and Capabilities
- Experienced in FHWA Funded Projects
- Ability to Respond
- Document Control
- Commitment to Communication
- Experience with tunnels, trails, and roundabouts

KBA has assembled a team with great professionalism, experience, and enthusiasm to deliver this project. We are confident the City of Woodinville will be most pleased with our performance. We live our motto, "Teams that Build Trust," and believe that after reviewing our proposal, you will find our team to be the most qualified to manage your project.

Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement

Agreement Number: 26-018

Firm/Organization Legal Name (do not use dba's): KBA, Inc.		
Address 11201 SE 8th ST, Suite 160, Bellevue, WA 98004	Federal Aid Number	
UBI Number 601426427	Federal TIN or SSN Number 91-1581416	
Execution Date	Completion Date	
1099 Form Required ☐ Yes ☐ No	Federal Participation ☒ Yes ☐ No	
Project Title Construction Management Services for the SR 202 Widening & Trestle Replacement Project		
Description of Work Constructibility review of project plans and specifications, construction project management, inspection services, project coordination, reporting, quality control, safety management and project closeout.		
☐ Yes ☐ Yes ☐ Yes ☐ Yes	☒ No DBE Participation ☒ No MBE Participation ☒ No WBE Participation ☒ No SBE Participation	Total Amount Authorized: \$2,779,172 Management Reserve Fund: \$200,000 Maximum Amount Payable: \$2,979,172

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

Agreement Number: 26-018

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Woodinville hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:		If to CONSULTANT:	
Name: Janet Loriz		Name: Todd Chase	
Agency: City of Woodinville		Agency: KBA, Inc.	
Address: 17301 133rd AVE NE		Address: 11201 SE 8th St. STE #160	
City: Woodinville State: WA Zip: 98072		City: Bellevue State: WA Zip: 98004	
Email: JanetL@woodinville.gov		Email: tchase@kbacm.com	
Phone: 425-984-2341		Phone: 425-550-6101	
Facsimile: NA		Facsimile: NA	

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES, specified in Section II, "Scope of Work". The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov). The estimate in support of the Cost Plus Fixed Fee amount is attached hereto as Exhibits "D" and "E" and by this reference made part of this AGREEMENT.

A. Actual Costs: Payment for all consulting services for this PROJECT shall be on the basis of the CONSULTANT'S actual cost plus a fixed fee. The actual cost shall include direct salary cost, indirect cost rate, and direct non-salary costs.

1. Direct (RAW) Labor Costs: The Direct (RAW) Labor Cost is the direct salary paid to principals, professional, technical, and clerical personnel for the time they are productively engaged in work necessary to fulfill the terms of this AGREEMENT. The CONSULTANT shall maintain support data to verify the direct salary costs billed to the AGENCY.
2. Indirect Cost Rate (ICR) Costs: ICR Costs are those costs, other than direct costs, which are included as such on the books of the CONSULTANT in the normal everyday keeping of its books. Progress payments shall be made at the ICR rates shown in attached Exhibits "D" and "E" of this AGREEMENT. Total ICR payment shall be based on Actual Costs. The AGENCY agrees to reimburse the CONSULTANT the actual ICR costs verified by audit, up to the Maximum Total Amount Payable, authorized under this AGREEMENT, when accumulated with all other Actual Costs.

A summary of the CONSULTANT'S cost estimate and the ICR percentage is shown in Exhibits "D" and "E", attached hereto and by this reference made part of this AGREEMENT. The CONSULTANT (prime and all A&E sub-consultants) will submit to the AGENCY within six (6) months after the end of each firm's fiscal year, an ICR schedule in the format required by the AGENCY (cost category, dollar expenditures, etc.) for the purpose of adjusting the ICR rate for billings received and paid during the fiscal year represented by the ICR schedule. It shall also be used for the computation of progress payments during the following year and for retroactively adjusting the previous year's ICR cost to reflect the actual rate. The ICR schedule will be sent to Email: ConsultantRates@wsdot.wa.gov.

Failure to supply this information by either the prime CONSULTANT or any of their A&E sub-consultants shall cause the AGENCY to withhold payment of the billed ICR costs until such time as the required information is received and an overhead rate for billing purposes is approved.

The AGENCY's Project Manager and/or the Federal Government may perform an audit of the CONSULTANT'S books and records at any time during regular business hours to determine the actual ICR rate, if they so desire.

3. Direct Non-Salary Costs: Direct Non-Salary Costs will be reimbursed at the Actual Cost to the CONSULTANT. (excluding Meals, which are reimbursed at the per diem rates identified in this section) These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges and fees of sub-consultants. Air or train travel will be reimbursed only to economy class levels unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-Salary Costs shall include an itemized listing of the charges directly identifiable with the PROJECT. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

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4. Fixed Fee: The Fixed Fee, which represents the CONSULTANT'S profit, is shown in attached Exhibits "D" and "E" of this AGREEMENT. This fee is based on the Scope of Work defined in this AGREEMENT and the estimated person-hours required to perform the stated Scope of Work. In the event the CONSULTANT enters into a supplemental AGREEMENT for additional work, the supplemental AGREEMENT may include provisions for the added costs and an appropriate additional fee. The Fixed Fee will be prorated and paid monthly in proportion to the percentage of work completed by the CONSULTANT and reported in the Monthly Progress Reports accompanying the billings. Any portion of the Fixed Fee earned but not previously paid in the progress payments will be covered in the final payment, subject to the provisions of Section IX entitled "Termination of Agreement."
 5. Management Reserve Fund (MRF): The AGENCY may desire to establish MRF to provide the Agreement Administrator with the flexibility to authorize additional funds to the AGREEMENT for allowable unforeseen costs, or reimbursing the CONSULTANT for additional work beyond that already defined in this AGREEMENT. Such authorization(s) shall be in writing and shall not exceed the lesser of \$100,000 or 10% of the Total Amount Authorized as shown in the heading of this AGREEMENT. The amount included for the MRF is shown in the heading of this AGREEMENT. This fund may not be replenished. Any changes requiring additional costs in excess of the MRF shall be made in accordance with Section XIII, "Extra Work."
 6. Maximum Total Amount Payable: The Maximum Total Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. The Maximum Total Amount Payable is comprised of the Total Amount Authorized, and the MRF. The Maximum Total Amount Payable does not include payment for Extra Work as stipulated in Section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- B. Monthly Progress Payments: The CONSULTANT may submit billings to the AGENCY for reimbursement of Actual Costs plus the ICR and calculated fee on a monthly basis during the progress of the work. Such billings shall be in a format approved by the AGENCY and accompanied by the monthly progress reports required under Section III, "General Requirements" of this AGREEMENT. The billings will be supported by an itemized listing for each item including Direct (RAW) Labor, Direct Non-Salary, and allowable ICR Costs to which will be added the prorated Fixed Fee. To provide a means of verifying the billed Direct (RAW) Labor costs for CONSULTANT employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, Direct (RAW) Labor rates, and present duties of those employees performing work on the PROJECT at the time of the interview.
- C. Final Payment: Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent, if applicable, upon receipt of all PS&E, plans, maps, notes, reports, electronic data and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit; all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. The CONSULTANT has twenty (20) working days after receipt of the final POST AUDIT to begin the appeal process to the AGENCY for audit findings.

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D. Inspection of Cost Records: The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and/or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub-consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties.

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's

Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975
(42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- American with Disabilities Act of 1990
(42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged and any appropriate fixed fee percentage at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to

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date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs and appropriate fixed fee percentage in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold The State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and/or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers' and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and /or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver has been mutually negotiated between the Parties.

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Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Chista Kouretchian
Agency: City of Woodinville
Address: 17301 133rd AVE NE
City: Woodinville State: WA Zip: 98072
Email: ChistaK@woodinville.gov
Phone: 425-877-2288
Facsimile: NA

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT amount or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT's contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, State security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

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Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties.

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT; or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and/or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENT 's, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings,

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tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No. ST-13-002

See attached Exhibit A, "Scope of Work" document.

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None required.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Adobe PDF or MSFT Word

B. Roadway Design Files

Bluebeam Revu, Adobe PDF, Shapefile, or Geodatabase. Or other as mutually agreed by the parties.

C. Computer Aided Drafting Files

Bluebeam Revu, Adobe PDF, Shapefile, or Geodatabase. Or other as mutually agreed by the parties.

D. Specify the Agency's Right to Review Product with the Consultant

Agency shall have the right to review and approve all deliverables as defined in Exhibit A.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Exhibit A.

F. Specify What Agency Furnished Services and Information Is to Be Provided

If any, see Exhibit A.

II. Any Other Electronic Files to Be Provided

To be determined.

III. Methods to Electronically Exchange Data

Electronic mail (E-mail), MSFT SharePoint, AutoDesk Construction Cloud, or other method as mutually approved by the parties.

A. Agency Software Suite

Microsoft Office, Adobe, Bluebeam, Shapefile, Geodatabase.

B. Electronic Messaging System

Microsoft Outlook

C. File Transfers Format

Electronic mail (E-mail), MSFT SharePoint, AutoDesk Construction Cloud, or other method as mutually approved by the parties.

Exhibit D

Prime Consultant Cost Computations

See attached Exhibit D.

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

See attached Exhibit E, all compiled sub-consultant approved unit rates. Estimated sub-consultant cost computations are included in the Exhibit D document.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Title of Modal Operating Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Title of Modal Operating Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Title of Modal Operating Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Title of Modal Operating Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Title of Modal Operating Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G Certification Documents

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters -
Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Agreement Number:

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
KBA, Inc.

whose address is

11201 SE 8th ST, Ste. #160, Bellevue, WA 98004

and that neither the above firm nor I have:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Woodinville
and the Federal Highway Administration, U.S. Department of Transportation in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

KBA, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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Exhibit G-1(b) Certification of KBA, Inc.

I hereby certify that I am the:



☐ Other

of the KBA, Inc. , and
or its representative has not been required, directly or indirectly as an express or implied condition in connection
with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; or
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration
of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the City of Woodinville
and the Federal Highway Administration, U.S. Department of Transportation, in connection with this
AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and
Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

KBA, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

KBA, Inc.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Local Agency Agreement No. 26-018 * are accurate, complete, and current as of ** .

Firm: KBA, Inc.

Title

Date of Execution***:

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Agreement Number: 26-018

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ NA

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ NA

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance.
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ NA

- Include all costs, fee increase, premiums.
- This cost shall not be billed against an FHWA funded project.
- For final contracts, include this exhibit.

NA

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant's alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include: all decisions and descriptions of work; photographs, records of labor, materials and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

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Step 5 Forward Documents to Local Programs

For federally funded projects all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) are a total of \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will met with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

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Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim;
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit.

EXHIBIT A

SCOPE OF SERVICES

KBA, Inc. (Consultant) will provide Construction Management (CM) services to the City of Woodinville (Client), for the project known as **SR 202 Widening and Trestle Replacement Project No. ST-13-002** (Project). These services on this federally funded project will be conducted in accordance with federal contracting requirements to include consultation, contract administration, field observation, documentation, and material testing, as required during the construction of the Project, as detailed below.

Project Description: This project expands SR 202 from five lanes to eight between NE 175th Street and 177th Place (Little Bear Creek Parkway). Replaces the existing rail trestle with a new pedestrian bridge, forming part of the Woodinville section of the Eastrail Regional Trail. The Designer of Record on this Project is AECOM (Designer).

I. CONSTRUCTION MANAGEMENT SERVICES

A. Consultant Contract and Team Management: Provide overall day-to-day management of the Consultant contract and Team, including:

1. Decide on best modes and frequency of communication with Client and Designer. Liaison and coordinate with Client on a regular basis to discuss Project issues and status.
2. Manage Consultant Team, comprised of Consultant's staff and its subconsultants, if any. Organize and layout work for Consultant Team.
3. Review monthly expenditures and Consultant Team scope activities. Prepare and submit to Client monthly, an invoice and progress report describing services provided that period. Prepare and submit reporting required by funding source(s), if any.
4. Communication on Consultant contractual issues will be with the Client. Communication on day-to-day construction activities and issues will be directly between the Consultant and the Owner. The Client will be an active member of the Project Team, consulted on design issues, and will be provided with information affecting Project progress.

Deliverables

- *Monthly invoices and progress reports*
- *Reporting required by funding source(s), if any*

B. Design-Phase Constructability Review

1. **Site Visit.** Accompany Owner Designer on a plans-in-hand site visit to acquaint Consultant with the Project and site.
2. Advise Owner- as requested, on challenging constructability issues.
3. **Constructability Reviews:** Participate in Constructability reviews at the following milestones:
 - a. **90% Stage Review**
 - i. Review the 90% Plans, Project Manual/Contract Provisions, and Engineer's Estimate for such things as:
 - Areas of cost saving opportunities
 - Constructability and operability

- General clarity
 - Consistency among standard specifications, amendments, and special provisions/bid items
 - Completeness and adequacy of bidding and contracting documents/forms
 - Special Provisions for non-standard items
 - Pay items for construction elements
- ii. One review cycle. Meet with Client and/or Designer staff to present and discuss comments. Prepare and submit Constructability Review Comments spreadsheet along with red-line markup of the documents.
- c. **100% Stage Review**
- i. Final Review of 100% Plans, Project Manual/Contract Provisions and Preliminary Engineer's Estimate, prior to going to Ad. This review will be only to ascertain if previous review comments were addressed.

Deliverables

- 90% stage Constructability Review Comments spreadsheet, and red-line markups
- 100% stage letter report

C. Preconstruction Services

1. Assist Owner with Utility Coordination
 - a. Attend and assist Owner as needed with coordination meetings
 - b. Assist Owner in analyzing utility and design coordination
2. During Bidding period:
 - a. Attend Pre-Bid meeting(s).
 - b. Assist in analyzing bidder questions, as needed.
 - c. Assist Designer in researching and preparing Addenda, as needed.
3. Assist Client in checking and analyzing bids and bidders.
4. Organize and lead preconstruction conference:
 - a. Prepare and distribute notices.
 - b. Prepare agenda.
 - c. Conduct the meeting.
 - d. Prepare and distribute meeting notes to attendees and affected agencies.
5. Provide one set of preconstruction photographs.

Deliverables

- Preconstruction Conference Notice, Agenda, and Notes
- Preconstruction photos stored on AutoDesk Construction Cloud

D. Construction Phase Services – Contract Administration

1. Liaison with the Client, construction contractor, Designer, appropriate agencies, adjacent property owners, and utilities.
2. In concurrence with Progress Estimates, provide the Client with brief construction progress reports, highlighting progress and advising of issues that are likely to impact cost, schedule, or quality/scope.
3. Schedule Review:
 - a. Review construction contractor's schedules for compliance with Contract Documents.

- b. Monitor the construction contractor's conformance to schedule and request revised schedules when needed. Advise Client of schedule changes.
- 4. Progress Meetings. Lead regular (usually weekly) progress meetings with the construction contractor, including Client pre-briefing. Prepare weekly meeting agenda and meeting notes and distribute copies to attendees. Track outstanding issues on a weekly basis.
- 5. Update CM procedures as needed to reflect changes that occur during the project
- 6. Manage Submittal Process. Track and review, or cause to be reviewed by other appropriate party, work plans, shop drawings, samples, test reports, and other data submitted by the construction contractor, for general conformance to the Contract Documents.
- 7. Record of Materials. Maintain records of material compliance documentation received and advise Client of any known deficiencies.
- 8. Prepare weekly statement of working days and distribute to the Client and Contractor.
- 9. Manage RFI (Request for Information) process. Track and review/evaluate or cause to be reviewed/evaluated by other appropriate party, RFIs. Manage responses to RFIs.
- 10. Change Management. Evaluate entitlement, and prepare scope, impact, and independent estimate for change orders. Facilitate resolution of change orders.
- 11. Monthly Pay Requests. Prepare monthly progress estimates for payment. Review payment requests submitted by construction contractor for comparison and reconcile differences. Review with Client and construction contractor and recommend approval, as appropriate.
 - a. Evaluate construction contractor's Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents.
- 12. Notify construction contractor of work found in noncompliance with the requirements of the contract.
- 13. Assist the Client in preparation of applications for the following permits that are deemed necessary for construction and were not obtained during the design phase of the Project:
- 14. Assist the Client in the investigation of malfunctions or failures observed during construction.
- 15. Public Information. Provide information for Client to prepare media communications and public notices on Project status. Provide information for Client's inclusion into a Project website and/or newsletter, if requested.
- 16. Record Drawings. Review not less than monthly, the construction contractor's redline set of contract plans. Maintain a CM Team set of conformed drawings tracking plan changes, location of discovered anomalies and other items, as encountered by Consultant Team. Use these markups to check the progress of the Contractor-prepared Record Drawings.
- 17. Document Control. Establish and maintain document filing and tracking systems, following Client guidelines and meeting funding agency requirements. Collect, organize, and prepare documentation on the Project.
 - a. Electronic documentation will be stored in a Project Website, using Autodesk Construction Cloud (ACC), managed and hosted by the Consultant. The Client will be provided with licenses for their and the construction contractor's use of the ACC website during the Project. Consultant will provide one training session for Client and construction contractor users of the ACC website, and ongoing support, as needed.
 - b. The ACC Project website will transition to "read-only" access upon expiration of the Agreement, or upon project completion and transfer of final records, whichever occurs first. Transference of final records will include a digital copy of the files stored in the ACC Project website. Access to the ACC website will expire 60 days after transference of final records.

- c. The ACC software previously belonging or licensed to Consultant and used to perform the contracted services shall remain the property of Consultant.
18. To comply with Article XIX. Protection of Confidential Information of the LAG Agreement, maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained and used the State's Confidential Information; and the final disposition of the State's Confidential Information.
19. Project Closeout. If requested, prepare or assist with preparation of Certificate Letters of Substantial, Physical, and Final Completion for Client approval and signature, to include punch list. Prepare final pay estimate for Client approval and processing.
20. Final Records. Compile and convey final Project records, transferring to the Client for its archiving at final acceptance of the Project. Should Consultant's work end prior to full completion of the Project, its records will be transferred to the Client prior to departure from the Project. Records will consist of hard copy originals and electronic records on electronic storage medium.

Deliverables

- *Monthly Construction Progress Reports*
- *Schedule Review Comments*
- *Meeting Agendas and Notes*
- *Submittal Log*
- *Record of Materials*
- *RFI Log*
- *Change Order(s)*
- *Progress Pay Requests*
- *Certificate Letters of Completion*
- *Final records – hard copy and electronic*

E. Construction Phase Services – Field

1. Observe the technical conduct of the construction, including providing day-to-day contact with the construction contractor, Client, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT/APWA Standard Specifications.
2. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes. Advise the Client of any non-conforming work observed during site visits.
3. Prepare Inspector Daily Reports (IDRs), recording the construction contractor's operations as actually observed by the Consultant; includes estimated quantities of work placed that day, contractor's equipment and crews, photos of work performed, and other pertinent information.
4. Interpret Construction Contract Documents, in coordination with Designer.
5. Evaluate and report to Client issues that may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
6. Establish communications with adjacent property owners. Respond to questions from property owners and the general public.
7. Coordinate with permit holders on the Project to monitor compliance with approved permits, if applicable.

8. Prepare field records, daily reports of force account worked, and other payment source documents to help facilitate administration of the Project in accordance with funding agency requirements.
9. Attend and actively participate in regular on-site meetings.
10. Take periodic digital photographs during the course of construction within AutoDesk Construction Cloud.
11. Punch List. Upon substantial completion of work, coordinate with the Client and affected agencies, to prepare a 'punch list' of items to be completed or corrected. Coordinate final inspection with those agencies.
12. Testing. Conduct materials and laboratory tests. Coordinate the work of the Field Representative(s) and testing laboratories in the observation and testing of materials used in the construction; document and evaluate results of testing; and inform Client and construction contractor of deficiencies.

Deliverables

- *IDRs with Project photos – submitted on a weekly basis*
- *Field Note Records and Daily Reports of Force Account Worked*
- *Additional Project photos not included in IDRs*
- *Punch List(s)*
- *Test reports*

F. Assumptions

1. Budget:

- a. Staffing levels are anticipated in accordance with the attached budget estimate. Consultant services are budgeted for a 22-month period, from 3/1/2026 through 12/31/2027. This is intended to span the Constructability Review, Bid Advertisement, originally planned construction duration of at least 200 contractor working days, plus time allotted for Project setup and closeout. Some Overtime has been figured into the budget during estimated peak periods.
- b. Consultant will work up to the limitations of the authorized budget. If additional budget is needed to cover instances, including but not limited to the following, Client and Consultant will negotiate a Supplement to this Agreement:
 - i. The contractor's schedule requires inspection coverage of extra crews and shifts.
 - ii. The construction contract runs longer than the time period detailed above.
 - iii. Any added scope tasks.
 - iv. Adjustment of Consultant Indirect Cost Rate (ICR) percentage pursuant to the terms as outlined in Section V of the LAG Agreement.
- c. The work is anticipated to be performed during daytime and nighttime hours. When night work is necessary, a 15 percent differential for labor will be applied to all night shift hours worked by Consultant's employees.
- d. The budget allocations shown in Attachment B are itemized to aid in Project tracking purposes only. The budget may be transferred between tasks or people, or between labor and expenses, provided the total contracted amount is not exceeded without prior authorization.
- e. The budget assumes that Consultant's standard forms, logs, and processes will be used on the Project ACC website. Any customization to meet specialized Client requirements will be Extra Work.

- f. Should Consultant's level of effort extend beyond the time period detailed in the attached Attachment B - Estimate, and into a new year, labor rates will adjust annually on January 1st.
2. **Items and Services Client will provide:**
- a. Meeting arrangements and facilities for pre-bid and preconstruction meetings. Prepare and distribute meeting notes from pre-bid meeting(s), if any.
 - b. Field office, including:
 - i. workstations (desk, chair, and storage) for 3 staff
 - ii. conference table and chairs
 - iii. Wired coaxial or fiber connection to the field office. Internet connectivity must support download speed of at least 500Mbps, and minimum upload speed of 50 Mbps, provisioned with one (1) static IP address for remote support connectivity
 - iv. A router with wi-fi capability and a minimum of 2 high speed ethernet ports
 - v. utilities and sanitary facilities
 - vi. security of all equipment against theft and/or unauthorized access
 - c. Retain Engineer of Record for shop drawing review, RFIs, design changes, and final record drawings.
 - d. Coordination with and enforcement of utility franchise agreements and/or contracts and schedules for services related to this Project.
 - e. Verify that the required permits, bonds, and insurance have been obtained and submitted by the construction contractor. Obtain all permits not required to be provided by construction contractor.
 - f. Construction Survey. Provide project control survey and staking that is not already assigned to the construction contractor.
3. **Scope:**
- a. The Autodesk Construction Cloud Project website being used for this Project is proprietary to the Consultant (KBA, Inc.), and may not be used by any other party or on any other project without the written permission and involvement of KBA, Inc.
 - b. Constructability Review of design documents will be for constructability, for general conformance with the design concept, and for contradictions and inconsistencies between the various parts of the design documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights, gauges, or fabrication processes; and will not include quantity takeoffs.
 - c. Consultant will provide observation services for the days/hours that its' Inspector(s) personnel is/are on-site. The Inspector(s) will not be able to observe or report construction activities, or collect documentation, during the time they are not on-site.
 - d. The Consultant's monitoring of the construction contractor's activities is to ascertain whether or not they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work and pursue the other remedies in the interests of the Client, as detailed in the Contract Documents. The Consultant cannot guarantee the construction contractor's performance, and it is understood that Consultant shall assume no responsibility for proper construction means, methods, techniques, Project site safety, safety precautions or programs, or for the failure of any other entity to perform its work in accordance with laws, contracts, regulations, or Client's expectations.
 - e. Definitions and Roles. The use of the term "inspect" in relation to Consultant services is synonymous with "construction observation," and reference to the "Inspector" role is synonymous with "Field Representative," and means: performing on-site observations of

the progress and quality of the Work and determining, in general, if the Work is being performed in conformance with the Contract Documents; and notifying the Client if Work does not conform to the Contract Documents or requires special inspection or testing. Where "Specialty Inspector" or "specialty inspection" is used, it refers to inspection by a Building Official or independent agent of the Building Official, or other licensed/certified inspector who provides a certified inspection report in accordance with an established standard.

- f. Because of the prior use of the Project site, there is a possibility of the presence of toxic or hazardous materials. Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of toxic or hazardous materials, or for exposure of persons to toxic or hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), or other toxic substances. If the Consultant suspects the presence of hazardous materials, they will notify the Client immediately for resolution.
- g. Review of Shop Drawings, samples, and other submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.
- h. Any opinions of probable construction cost provided by the Consultant will be on the basis of experience and professional judgment. However, since Consultant has no control over competitive bidding or market conditions, the Consultant cannot and does not warrant that bids or ultimate construction costs will not vary from these opinions of probable construction costs.
- i. Quantity takeoffs and calculated quantities are for the purpose of comparing with Designer's and/or bidders' quantities and are not a guarantee of final quantities.
- j. Development of construction schedules and/or sequencing, and/or reviewing and commenting on contractor's schedules, is for the purpose of estimating number of days to complete a project, for identifying potential schedule and coordination challenges, and determining compliance with the construction contract. It is not a guarantee that a construction contractor will complete the Project in that sequence or timeline, as means and methods are the responsibility of the construction contractor.
- k. Consultant is not responsible for any costs, claims or judgments arising from or in any way connected with errors, omissions, conflicts or ambiguities in the Contract Documents prepared by others. The Consultant does not have responsibility for the professional quality or technical adequacy or accuracy of the design plans or specifications, nor for their timely completion by others.
- l. If Consultant provides Value Analysis or Value Engineering services, it is understood that any ideas, advice, or recommendations generated by the Consultant are made based only on the information presented to them and need engineering analysis by the Designer to verify; Consultant is not responsible for the final design product.
- m. Client agrees to include a statement in the construction Bid Documents for this Project, requiring construction contractor to name KBA, Inc. as an additional insured via endorsement to the contractor's commercial general liability and automobile insurance policies.
- n. RCW 4.24.115 is applicable to Consultant's services provided under this Agreement.
- o. Consultant's insurance carrier provides coverage on ISO equivalent endorsement forms.
- p. Services provided by the Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same

profession currently practicing under similar circumstances, in the same geographical area and time period.

- q. Nothing in the Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. Consultant makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with Consultant's services.
- r. Client agrees that Consultant will not be held liable for the completeness, correctness, readability, or compatibility of any electronic media submitted to Client, after an acceptance period of 30 days after delivery of the electronic files, because data stored on electronic media can deteriorate undetected or can be modified without Consultant's knowledge.
- s. Consultant will not be liable for any damage to the field office premises or utilities provided by Client, unless caused by Consultant's own negligence.

II. OPTIONAL SERVICES

All services not detailed above, are considered Optional Services, which, along with any other Extra Work requested by the Client, will be performed only when a mutually negotiated Supplement to this Agreement is executed, specifying scope of services and budget.

Exhibit D - Prime Consultant Cost Computations

Woodinville SR 202 Widening & Trestle Replacement Project

Agreement No. 26-018, Project# ST-13-002

					2026	HOME	FIELD	2026		2026			2027	HOME	FIELD	2027		2027	TOTAL	TOTAL	
	CLASS	ROLE	TOTAL		LABOR	OVERHEAD	OVERHEAD	FEE	ALL INCLUSIVE	TOTAL	TOTAL		LABOR	OVERHEAD	OVERHEAD	FEE	ALL INCLUSIVE	TOTAL	KBA PROJECT	KBA	
KBA STAFF			HOURS		RATE	152.67%	145.14%	28.37%	RATE	LABOR	HOURS		RATE	152.67%	145.14%	28.37%	RATE	KBA LABOR	HOURS	LABOR	
TASK	01.00	Project Management	149							\$ 32,789	190							\$ 45,049	339	\$ 77,838	
Paul Garrett	M003	Manager	10	\$	110.00	\$ 167.94	\$ -	\$ 31.21	\$ 309.14	\$ 3,091.44	12	\$	115.50	\$ 176.33	\$ -	\$ 32.77	\$ 324.60	\$ 3,895.21	22	\$ 6,987	
Todd Chase	M001	Project Manager	77	\$	101.00	\$ 154.20	\$ -	\$ 28.65	\$ 283.85	\$ 21,856.48	106	\$	106.05	\$ 161.91	\$ -	\$ 30.09	\$ 298.04	\$ 31,592.55	183	\$ 53,449	
Jean Peabody	A003	Contracts Administrator	62	\$	45.00	\$ 68.70	\$ -	\$ 12.77	\$ 126.47	\$ 7,841.02	72	\$	47.25	\$ 72.14	\$ -	\$ 13.40	\$ 132.79	\$ 9,560.98	134	\$ 17,402	
TASK	02.00	Construction Management	3,620							\$ 722,037	7,152							\$ 1,511,078	10,773	\$ 2,233,114	
Nick Greene	E004	Resident Engineer	920	\$	80.00		\$ 116.11	\$ 22.70	\$ 218.81	\$ 201,303.36	1,928	\$	84.00		\$ 121.92	\$ 23.83	\$ 229.75	\$ 442,954.92	2,848	\$ 644,258	
Nick Greene - NS	E004	Resident Engineer - NS	16	\$	89.60		\$ 130.05	\$ 25.42	\$ 245.06	\$ 3,921.04	-	\$	94.08		\$ 136.55	\$ 26.69	\$ 257.32	\$ -	16	\$ 3,921	
Erica Dougherty	E005	Sr. Office Engineer	164	\$	81.00	\$ 123.66	\$ -	\$ 22.98	\$ 227.64	\$ 37,333.35	230	\$	85.05	\$ 129.85	\$ -	\$ 24.13	\$ 239.02	\$ 54,975.64	394	\$ 92,309	
Zelalem Dawit	E004	Office Engineer	752	\$	74.24		\$ 107.75	\$ 21.06	\$ 203.05	\$ 152,696.48	1,928	\$	77.95		\$ 113.14	\$ 22.11	\$ 213.21	\$ 411,062.16	2,680	\$ 563,759	
John Collins	T006	Lead Inspector	960	\$	76.12		\$ 110.48	\$ 21.60	\$ 208.20	\$ 199,901.29	1,544	\$	79.93		\$ 116.00	\$ 22.68	\$ 218.61	\$ 337,439.61	2,504	\$ 537,341	
John Collins - NS	T006	Lead Inspector - NS	40	\$	85.25		\$ 123.74	\$ 24.19	\$ 233.18	\$ 9,327.17	120	\$	89.52		\$ 129.93	\$ 25.40	\$ 244.84	\$ 29,380.59	160	\$ 38,708	
Intern	E001	Intern	248	\$	30.00	\$ 45.80	\$ -	\$ 8.51	\$ 84.31	\$ 20,909.38	352	\$	31.50	\$ 48.09	\$ -	\$ 8.94	\$ 88.53	\$ 31,161.72	600	\$ 52,071	
Erik Tichenor	T004	Inspector	440	\$	66.72		\$ 96.84	\$ 18.93	\$ 182.49	\$ 80,293.78	931	\$	70.06		\$ 101.68	\$ 19.87	\$ 191.61	\$ 178,350.74	1,371	\$ 258,645	
Erik Tichenor - NS	T004	Inspector - NS	80	\$	74.73		\$ 108.46	\$ 21.20	\$ 204.38	\$ 16,350.73	120	\$	78.46		\$ 113.88	\$ 22.26	\$ 214.60	\$ 25,752.41	200	\$ 42,103	
TASK	03.00	Constructability Review	390							\$ 105,952	-							\$ -	390	\$ 105,952	
Tom McMillan	E007	Resident Engineer	130	\$	98.00	\$ 149.62	\$ -	\$ 27.80	\$ 275.42	\$ 35,804.50	-	\$	102.90	\$ 157.10	\$ -	\$ 29.19	\$ 289.19	\$ -	130	\$ 35,804	
Scott Robeson	E005	Resident Engineer	130	\$	91.00	\$ 138.93	\$ -	\$ 25.82	\$ 255.75	\$ 33,247.03	-	\$	95.55	\$ 145.88	\$ -	\$ 27.11	\$ 268.53	\$ -	130	\$ 33,247	
Todd Chase	M001	Project Manager	130	\$	101.00	\$ 154.20	\$ -	\$ 28.65	\$ 283.85	\$ 36,900.55	-	\$	106.05	\$ 161.91	\$ -	\$ 30.09	\$ 298.04	\$ -	130	\$ 36,901	
Subtotal KBA Labor:			4,159	Hours						\$ 860,778	7,342	Hours						\$ 1,556,127	11,502	\$ 2,416,904	
KBA EXPENSES			2026 (\$9.53/hour including tax)								2027 (\$10.10/hour including tax)								TOTAL EXPENSES		
KBA Field Vehicles			23,395								46,872								70,268		
Subtotal KBA Expenses:			\$ 23,395								\$ 46,872								\$ 70,268		
SUBCONSULTANTS			2026								2027								TOTAL SUBCONSULTANTS		
HWA GeoSciences Inc			43,000								114,000								\$ 157,000.00		
Terracon			60,000								75,000								\$ 135,000.00		
Subtotal Subconsultant Cost:			\$ 103,000.00								\$ 189,000.00								\$ 292,000.00		
																			MANAGEMENT RESERVE		
																			\$ 200,000.00		
SUBTOTAL BY YEAR:			\$ 987,173								\$ 1,791,999								\$ 2,979,172		
ESTIMATED PROJECT TOTAL																					

ASSUMPTIONS:

All values are rounded to the nearest dollar

For estimating purposes Direct Salary Rates are escalated at a rate of 5% per year effective annually on January 1st

Night shift is billed with a 15% differential applied to the direct salary rate

Hourly vehicle rates are all inclusive (Hourly Rate +Fuel+Insurance+Maintenance+Sales Tax), and for estimating purposes are escalated at a rate of 6% per year

EXHIBIT E - SUBCONSULTANT RATES



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 22, 2025

KBA, Inc
11201 SE 8th Street, Suite 160
Bellevue, WA 98004

Subject: Acceptance FYE 2024 ICR – Risk Assessment Review

Dear Andy Jones:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2024 ICR of 152.67% and 145.14% of direct labor for Home and Field office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


Schatzie Harvey (Apr 22, 2025 12:32 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

EXHIBIT E - SUBCONSULTANT RATES



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 2, 2025

HWA GeoSciences, Inc
21312 30th Dr SE, Suite 110
Bothell, WA 98021

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Vasiliy P. Babko:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 179.28% of direct labor (rate includes 0.96% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by T-MAX, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 3, 2025 07:03 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

EXHIBIT E1
EXHIBIT E - SUBCONSULTANT RATES



21312 30th Drive SE, Ste. 110, Bothell, WA 98021-7010
Phone: 425.774.0106 | Fax: 425.774.2714
www.hwageo.com

HWA GEOSCIENCES INC.

2026 ANTE BILLING RATES BY CATEGORY

TITLE	MAXIMUM BILLING RATE
Administrative Support	\$145.00
CAD	\$155.00
Contracts Administrator	\$185.00
Geologist I	\$125.00
Geologist II	\$140.00
Geologist III	\$155.00
Geologist IV	\$180.00
Geologist V	\$210.00
Geologist VI	\$230.00
Geologist VII	\$270.00
Geologist VIII	\$320.00
Geotechnical Engineer I	\$140.00
Geotechnical Engineer II	\$165.00
Geotechnical Engineer III	\$180.00
Geotechnical Engineer IV	\$205.00
Geotechnical Engineer V	\$230.00
Geotechnical Engineer VI	\$260.00
Geotechnical Engineer VII	\$310.00
Geotechnical Engineer VIII	\$350.00
Hydrogeologist IV	\$195.00
Hydrogeologist V	\$250.00
Lab/Field Technician I	\$100.00
Lab/Field Technician II	\$110.00
Lab/Field Technician III	\$135.00
Lab/Field Technician IV	\$165.00
Lab/Field Technician V	\$175.00
Principal IX	\$360.00

Updated 11/26/2025

EXHIBIT E - SUBCONSULTANT RATES



GEOSCIENCES INC.
DBE/MWBE

21312 30th Drive SE, Ste. 110, Bothell, WA 98021-7010
Phone: 425.774.0106 | Fax: 425.774.2714
www.hwageo.com

HWA GEOSCIENCES INC.

2026 ANTE HOURLY RATES BY CATEGORY

TITLE	NTE	Overhead	Fixed Fee	Billing
	HOURLY RATE			
		1.7928	30.00%	Rate
Administrative Support	\$50.00	\$89.64	\$15.00	\$154.65
CAD	\$50.00	\$89.64	\$15.00	\$154.65
Contracts Administrator	\$60.00	\$107.57	\$18.00	\$185.58
Geologist I	\$35.00	\$62.75	\$10.50	\$108.26
Geologist II	\$42.00	\$75.30	\$12.60	\$129.91
Geologist III	\$47.00	\$84.26	\$14.10	\$145.37
Geologist IV	\$53.00	\$95.02	\$15.90	\$163.93
Geologist V	\$62.00	\$111.15	\$18.60	\$191.76
Geologist VI	\$65.00	\$116.53	\$19.50	\$201.04
Geologist VII	\$85.00	\$152.39	\$25.50	\$262.90
Geologist VIII	\$90.00	\$161.35	\$27.00	\$278.36
Geotechnical Engineer I	\$41.00	\$73.50	\$12.30	\$126.81
Geotechnical Engineer II	\$50.00	\$89.64	\$15.00	\$154.65
Geotechnical Engineer III	\$55.00	\$98.60	\$16.50	\$170.11
Geotechnical Engineer IV	\$63.00	\$112.95	\$18.90	\$194.86
Geotechnical Engineer V	\$70.00	\$125.50	\$21.00	\$216.51
Geotechnical Engineer VI	\$80.00	\$143.42	\$24.00	\$247.43
Geotechnical Engineer VII	\$95.00	\$170.32	\$28.50	\$293.83
Geotechnical Engineer VIII	\$110.00	\$197.21	\$33.00	\$340.22
Hydrogeologist IV	\$60.00	\$107.57	\$18.00	\$185.58
Hydrogeologist V	\$70.00	\$125.50	\$21.00	\$216.51
Lab/Field Technician I	\$28.00	\$50.20	\$8.40	\$86.61
Lab/Field Technician II	\$33.00	\$59.16	\$9.90	\$102.07
Lab/Field Technician III	\$40.00	\$71.71	\$12.00	\$123.72
Lab/Field Technician IV	\$52.00	\$93.23	\$15.60	\$160.84
Lab/Field Technician V	\$60.00	\$107.57	\$18.00	\$185.58
Principal IX	\$110.00	\$197.21	\$33.00	\$340.22

Updated 11/26/2025

EXHIBIT E - SUBCONSULTANT RATES



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 16, 2025

Terracon Consultants, Inc
10841 S Ridgeview Rd
Olathe, KS 66061

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Bryce Young:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) based on the "Independent CPA Report" prepared by Forvis Mazars, LLP, as follows:

- Home Office: 204.64% of direct labor (Rate includes 1.78% Facilities Capital Cost of Money)
- Field Office: 165.32% of direct labor (Rate does not include Facilities Capital Cost of Money)

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Jul 16, 2025 13:02 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

E1 Fee Schedule

INSPECTION SERVICES

Concrete Inspection (<i>includes Reinforcing Steel, Concrete Placement, Shotcrete, Augercast Grout, Grout, Non-Shrink Grout, Base Plate Grout, Batchplant</i>)	98.00 /hour
Post-Installed Anchor Inspection (<i>includes epoxy grouted, expansion and wedge</i>)	98.00 /hour
Masonry Inspection (<i>includes CMU and brick veneer</i>)	98.00 /hour
Seismic Resistance System Inspection	98.00 /hour
Spray Applied Fireproofing (SFRM) Inspection	110.00 /hour
Intumescent Fire-Resistive Materials (IFRM) Inspection	110.00 /hour
Post Tension Concrete Inspection (<i>includes placement and stressing</i>)	98.00 /hour
Cold Formed Steel Framing	98.00 /hour
Structural Wood Framing	98.00 /hour
Soils Technician	110.00 /hour
Asphalt Technician	110.00 /hour
Asphalt or Concrete Coring Technician	110.00 /hour
Lead Inspector	115.00 /hour
Structural Steel/SS Fabrication/Welding/Mass Timber/Firestopping Inspection	115.00 /hour
Welder Qualification Testing	115.00 /hour
NACE Level I / II	125.00 /hour
Structural Steel Fabrication Audit Inspection	250.00 /hour
Non-Destructive Testing	
Ultrasonic, Magnetic and Dye Penetrant Testing	125.00 /hour

LABORATORY SERVICES

Concrete Testing	
Concrete Absorption, Unit Weight and Moisture Content Test	45.00 each
Concrete, Augercast Grout or Nonshrink Compressive Strength Cylinder Test (<i>includes curing, breaking and report</i>)	35.00 each
Concrete Compressive High Strength Cylinder Test (<i>over 10,000 psi</i>)	40.00 each
Concrete Core Compressive Strength Test (<i>includes trimming and testing</i>)	55.00 each
Concrete Flexural Strength Beam Test (<i>not including sample pick up</i>)	100.00 each
Concrete Shrinkage Test (<i>ASTM C157 - set of 3</i>)	350.00 each
Length of Concrete Core Test (<i>ASTM C174</i>)	30.00 each
Modulus of Elasticity Test	225.00 each
Shotcrete Panel Test (<i>includes 4 cores</i>)	225.00 each
Splitting Tensile Test	85.00 each
Unit Weight Test (<i>Air Dry</i>)	60.00 each
Unit Weight Test (<i>Oven Dry</i>)	75.00 each
Voids and Density of Hardened Concrete Test (<i>ASTM C642</i>)	115.00 each
Masonry Testing	
Brick or Precast Paving Slab Absorption Test (<i>24 hour soak</i>)	60.00 each
Brick or Precast Paving Slab Absorption Test (<i>5 hour boil</i>)	75.00 each
Brick or Concrete Paver Compression Test 12"	80.00 each
Brick or Concrete Paver Compression Test 24"	100.00 each
Concrete Paver Absorption Test	60.00 each
Masonry Absorption, Unit Wt. And Moisture Content Test	70.00 each
Masonry Unit Compression Test	90.00 each
Masonry Drying Shrinkage Test (<i>set of 3</i>)	350.00 each
Masonry Mortar Compressive Strength Test	35.00 each
Masonry Grout Compressive Strength Test (<i>cut and capped 4x4x8</i>)	50.00 each
Masonry Prism Test (<i>grouted or ungrouted</i>)	175.00 each

EXHIBIT E - SUBCONSULTANT RATES

E1 Fee Schedule

LABORATORY SERVICES

Masonry Unit Concavity	60.00 each
Masonry Unit Dimensions	50.00 each
Precast Paving Slab Flexural Strength Test	100.00 each
Retaining Wall Unit Absorption Test - Up to 6"	45.00 each
Retaining Wall Unit Absorption Test - 6" to 12"	70.00 each
Retaining Wall Unit Absorption Test - Over 12"	100.00 each
Retaining Wall Unit Compression Test	150.00 each
Asphalt Testing	
Asphalt Core Density Test	75.00 each
Asphalt Ignition & Gradation Test	310.00 each
Oven Correction Factor (<i>not including material pick up</i>)	620.00 each
Asphalt Marshall Set Test (<i>flow, stability, voids</i>)	700.00 each
Asphalt Oil Content Test	105.00 each
Asphalt Rice Density Test	160.00 each
Asphalt Stripping Test	30.00 each
Asphalt Superpave Set Test (<i>VMA, VFA and VA</i>)	700.00 each
Soils and Aggregate Testing	
Atterberg Limits Tests	200.00 each
Liquid Limit Only Test	110.00 each
Plastic Limit Only Test	100.00 each
California Bearing Ratio Test (<i>CBR - with proctor</i>)	800.00 each
Clay Lumps and Friable Particles Test	200.00 each
Degradation Test	250.00 each
Fine Aggregate Angularity Test	95.00 each
Flat and Elongated Particles Test	150.00 each
Fractured Face Count Test	100.00 each
LA Abrasion Test	250.00 each
Lightweight Pieces in Aggregate Test (<i>coal and lignite</i>)	200.00 each
Lightweight Pieces in Aggregate Test (<i>chert</i>) SPG 2.40	350.00 each
Organic Impurities Test	60.00 each
Organic Matter Analysis (<i>loss on ignition by weight</i>)	65.00 each
Sand Equivalent Test	160.00 each
Sieve Analysis Test (<i>includes wash over #200</i>)	260.00 each
Sieve Analysis Test (<i>without #200 Wash</i>)	150.00 each
Sieve Analysis Test (<i>percentage passing #200 minus #4</i>)	150.00 each
Soil or Aggregate #200 Wash Only Test	135.00 each
Sodium Sulfate Soundness Test	300.00 each
Soil Hydrometer Analysis Test (<i>includes particles finer than #200</i>)	310.00 each
Soil Moisture Content Test (<i>natural</i>)	35.00 each
Soil Moisture Density Relationship Test (<i>proctor</i>)	300.00 each
Soil pH Test	55.00 each
Soil Relative Density Test	270.00 each
Soil Specific Gravity Test	120.00 each
Specific Gravities Coarse Aggregate Test	120.00 each
Specific Gravities Fine Aggregate Test	125.00 each
Uncompacted Voids Test	150.00 each
Uncompacted Voids with Sieve Analysis (<i>includes wash over #200</i>)	350.00 each
Unit Weight Test	50.00 each
WSDOT T606 Test	800.00 each

EXHIBIT E - SUBCONSULTANT RATES

E1 Fee Schedule

LABORATORY SERVICES

Miscellaneous Testing

Ethylene Glycol Test	150.00 each
Fiber-Reinforced Polymer Tensile Test (<i>set of 5</i>)	1500.00 each
Fireproofing Density Test	110.00 each
Machining Tensile Test	Cost + 15%
Macroetch Test	105.00 each
Moisture Emission Test Kits	35.00 each
Reduced Section Tensile Coupons Test	90.00 each
Reinforcing Steel #3 - #8 Tensile Test	120.00 each
Reinforcing Steel #9 - #18 Tensile Test	160.00 each
Reinforcing Steel #3 - #8 Tensile Test with Elongation	145.00 each
Reinforcing Steel #9 - #18 Tensile Test with Elongation	185.00 each
Scratch Hardness Test	75.00 each
Stressing Strand Tensile Test	200.00 each
Tensile Test on Coupler Assembly #3 - #6	175.00 each
Tensile Test on Coupler Assembly #7 - #10	200.00 each
Tensile Test on Coupler Assembly #11 - #18	320.00 each
Laboratory Technician	115.00 /hour
Laboratory Technician (<i>After Hours, Weekends & Legal Holidays</i>)	65.00 /hour
Universal Test Machine & Operator	185.00 /hour
Weld Fracture Test	85.00 each

ENGINEERING SERVICES

Principal Engineer/ ASNT Level III/ NACE Level III/ Consultant (<i>includes misc. consultation & project oversight</i>)	250.00 /hour
Welding Engineer	250.00 /hour
Staff Engineer (<i>includes Pachometer/GPR, Floor Flatness, Impact Echo, Fiber-Reinforced Polymer Inspection, Load Testing & Concrete Moisture Testing</i>)	180.00 /hour
Project Management (<i>includes meetings, report review, set up & closeout services</i>)	185.00 /hour
Engineering Technician	135.00 /hour
Geotechnical Field Engineer	150.00 /hour

OTHER

Project Coordination (<i>Includes scheduling, client communication, document management, permit research</i>)	88.00 /hour
Administrative Services	75.00 /hour
Final Letter Report (<i>per letter</i>)	350.00 /each
Report/Invoice Upload (<i>SCDI, Procore, GC Pay, external client portals, etc.</i>)	5% of invoice total
Sample Pick Up (<i>2 hr minimum per person</i>)	98.00 /hour
Trip Charge (<i>Seattle - Eastside Metro Area</i>)	55.00 /visit
Mileage (<i>charged portal to portal, outside our regular service area of 30 miles</i>)	1.00 /mile
Subsistence (<i>lower 48 states</i>)	Federal GSA Rate
Reimbursable Expenses (<i>travel, parking, rentals, consumables, etc.</i>)	Cost + 15%
Subconsultants	Cost + 15%
NDT Consumables (<i>includes couplant and equipment usage</i>)	50.00 /visit
Nuclear Density and Moisture Measuring Equipment Usage	60.00 /visit
Relative Humidity Probe	65.00 /each

*A four-hour minimum charge per call applies to all inspections. After 4-hour minimum, charges will be accrued in 2-hour increments. All hourly charges to be issued portal to portal. A premium rate of 1.5 times the regular rate will be applied for all work outside of normal working hours from 7:00am to 5:00pm, exceeding 8 hours per day and on Saturdays. A rate of 2.0 times the regular rate will be applied for all work exceeding 12 hours per day, Sundays and Legal Holidays. A 8 hour minimum charge applies for all overnight inspections starting between 8:00pm to 4:00am. Same day cancellations will be billed a two-hour minimum charge. Payment is Net 30 days.



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Second Reading & Adoption of Ordinance No. 802. Amending WMC 2.06.030, Salary Commission Code: Buchanan/Ganson
<u>Staff Contact:</u>	Brandon Buchanan, City Manager
<u>Additional Submitted by:</u>	Jeff Ganson, City Attorney

<u>Issue:</u>	Shall the City Council pass Second Reading and Adopt Ordinance No. 802, amending WMC 2.06.030, Salary Commission?
<u>Recommended Motions:</u>	I MOVE TO PASS SECOND READING AND ADOPT ORDINANCE NO. 802, AMENDING WMC 2.06.030, SALARY COMMISSION CODE.

[Staff Report](#)

Agenda Item Number: 5.



To: Honorable City Council **Date:** March 3, 2026
By: Brandon Buchanan, City Manager
Jeff Ganson, City Attorney
Subject: Second Reading & Adoption of Ordinance No. 802. Amending WMC 2.06.030, Salary Commission Code

FINANCIAL ACTION SUMMARY		
Expenditure Required	Amount Budgeted/Approved	Additional Amount Required
\$0	\$0	\$0

ISSUE: Shall the City Council pass Second Reading and Adopt Ordinance No. 802, amending WMC 2.06.030, Salary Commission?

RECOMMENDATION: Pass Second Reading and Adopt Ordinance No. 802, amending WMC 2.06.030, Salary Commission

BACKGROUND/DISCUSSION:

Council adopted [Ordinance No. 735](#) in June 2022, establishing an independent Salary Commission whose purpose is to review and determine any adjustments to Councilmember/Mayor salaries based on a variety of factors. From the June 21, 2022 Staff Report for Ordinance No. 735:

“...the Salary Commission would consist of three members, appointed by the Mayor and approved by majority vote of the Council. Members would serve without compensation and must be U.S. citizens and residents of the City or owners of fee title or leasehold interests in real property located within the City for at least one year preceding the appointment. Members would serve two-year terms, but their terms would expire upon the Salary Commission’s submission of salary adjustments to the City Clerk.

The Ordinance requires the Salary Commission to study the relationship of salaries to the duties of the elected officials and to seek to ensure that salaries allow equitable access to elected positions by all citizens of the City while avoiding salaries disproportionate to the functions of the offices or excessive in light of the City’s size and budget. All meetings and actions of the Salary Commission are subject to the Open Public Meetings Act, Ch. 42.30 RCW.

The Ordinance provides that any adjustments be subject to referendum for 30 days after filing with the City Clerk. If during that period a petition is submitted with valid signatures of at least 15% of registered voters within the City as of the last preceding city general election, a referendum election must be conducted. If not, any increases take effect immediately and are deemed to be incorporated into the City budget without further action of the Council. Any decreases do not take effect as to incumbents until the next term of each seat.”

The Council subsequently appointed members of the Commission, who ultimately concluded its work and implemented the first Councilmember salary increases in 22 years in April 2024.

Mayor Arndt requested the Council discuss further refinement to WMC 2.06.030 that would mandate constitution of the Commission on a pre-determined periodic basis. Under current

code, the Commission is only reconstituted irregularly, when Council determines the need to, arguably allowing political will to have more impact on the review/outcome than was otherwise intended for an independent commission. Council discussed such changes at its February 3, 2026 meeting and provided direction to Staff. Following that direction, and with additional modifications proposed, Ordinance No. 802 (Attachment 2), would:

- Section 1(2) provides that the Salary Commission will be reconstituted April 1, 2028 and specifies that it will be reconstituted again every two years after a completed review. April 1 is the recommended date for two reasons: 1) Council indicated a desire to not make those appointments at the beginning of a year when new Councilmembers may have just been seated and 2) it allows the review process to be completed in time for any changes to be reflected in the budget process.
- Section 1(3) creates an initial staggered length of appointment so three members are appointed for 3-year terms, while two members are appointed for 5-year terms. Previously, every term was 2 years and/or expired upon completion of a review. The purpose is to have at least two members each review occurrence that have experience with the review process. After the initial appointments, all terms will be for 3 years. Appointments will no longer expire upon completion of each review occurrence.
- Section 2 corrects a typo that survived adoption of the original ordinance, and adds a requirement that a commission complete its duties by filing a statement with the city clerk even if it determines that no revisions are necessary.
- Section 2(2) provides that the Commission shall complete its review and provide a recommendation, if any, by July 1 when reconstituted. If no recommendation is completed by that date, there shall be no change in salary. The purpose is to complete the work in time for any changes to be incorporated into the budgeting process that is normally underway mid-Summer.
- Section 2(5) sets January 1 following the filing of any increase as the effective date of salary increase. Decreases, per Section 2(7) would continue to be effective following the incumbents current term.

Council passed First Reading at its February 17th meeting, as presented. Since then, Staff recommends one additional change to Section 2.06.030(2). The current Code stipulates that the Mayor shall make the appointments of the commissioners, subject to approval of Council. Staff recommends that commissioners simply be appointed by the majority of Council (removing the Mayor from first appointing the commissioners). This edit is recommended as part of a larger effort to standardize and streamline the appointment process across the City's three commissions (Planning, Public Spaces, and Salary Commission). Such recommended edit is included in the draft for Second Reading this evening.

ALTERNATIVES:

1. Discuss and provide direction to Staff/City Attorney
2. Take no action

RECOMMENDED MOTION:

I MOVE TO PASS SECOND READING AND ADOPT ORDINANCE NO. 802, AMENDING WMC 2.06.030, SALARY COMMISSION CODE

Attachments:

- 1) WMC 2.06
- 2) Ordinance No. 802, updating WMC 2.06.030

Chapter 2.06 SALARIES FOR CITY COUNCILMEMBERS

Sections:

- 2.06.010 Council salaries.**
- 2.06.020 Councilmember waiver and election not to receive compensation.**
- 2.06.030 Salary Commission – Membership, appointment, compensation, term.**
- 2.06.040 Salary Commission – Duties.**
- 2.06.050 Referendum.**

2.06.010 Council salaries.

The salaries to be paid to Woodinville City Councilmembers shall be \$400.00 per month plus an additional \$100.00 per month for serving as Mayor until January 1, 2000, at which time the salaries shall be increased to \$600.00 per month with an additional \$100.00 for serving as Mayor; provided, that any salary adjustment adopted by the Salary Commission established in this chapter shall, upon taking effect, supersede the salaries set forth in this section. (Ord. 735 § 1, 2022; Ord. 192 § 1, 1997; Ord. 62 § 1, 1993)

2.06.020 Councilmember waiver and election not to receive compensation.

A Councilmember may voluntarily waive and elect not to be paid all or any portion of the salaries set forth in WMC 2.06.010 during their term of office. Notice of waiver and election must be:

- (1) In writing and delivered to the Finance Director prior to the effective date;
- (2) Signed by the Councilmember and their spouse, if married, as required by RCW 49.48.100.
Signature(s) shall be before a notary public.

The waiver shall be effective for all salary earned following the effective date and continue in effect until withdrawn by a writing signed by the Councilmember or their spouse delivered to the Finance Director. Councilmembers' salaries that are declined or waived shall be used for any general fund purpose. (Ord. 501 § 1, 2010; Ord. 458 § 1, 2008)

2.06.030 Salary Commission – Membership, appointment, compensation, term.

- (1) There is created and established an independent Salary Commission, which shall exercise the powers and perform the duties set forth by RCW 35.21.015 with respect to the review and determination of Councilmember and Mayor salaries.
- (2) The Salary Commission shall consist of five members, to be appointed by the Mayor with the approval by majority vote of the City Council.
- (3) A member of the Salary Commission shall serve for a two-year term from the date of City Council approval of appointment; provided, that pursuant to WMC 2.06.040(2), each Salary Commission member's term shall expire upon the Salary Commission's submission of approved salary adjustments to the City Clerk. No member of the commission shall be appointed to more than two terms, regardless of the length of each term.
- (4) Each member of the Salary Commission shall serve without compensation and shall be a U.S. citizen and a resident of the City or owner of fee title or leasehold interests in real property located within the City

for at least one year preceding the appointment.

(5) No member of the Salary Commission may be an officer, official, or employee of the City or an immediate family member of an officer, official, or employee of the City. For purposes of this subsection, "immediate family member" means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the City, whether or not living in the household of the officer, official, or employee.

(6) A member of the Salary Commission may be removed from office by majority vote of the City Council only for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of eligibility. The unexcused absence of any member of the Salary Commission from two consecutive meetings of the Salary Commission shall constitute relinquishment of that person's membership on the Salary Commission. (Ord. [735](#) § 2, 2022)

2.06.040 Salary Commission – Duties.

Upon the appointment by the Mayor and approval by the City Council of three members of the Salary Commission, the Salary Commission shall proceed as follows:

(1) The members of the Salary Commission shall convene and elect a chair from among the members. Three members present at any meeting shall constitute a quorum.

(2) The Salary Commission shall study the relationship of salaries to the duties of the elected officials and shall set a schedule of Councilmember and Mayor salaries by an affirmative vote of a majority of the Salary Commission. In so doing, the Salary Commission shall seek to ensure that salaries allow equitable access to elected positions by all citizens of the City regardless of socioeconomic status while avoiding salaries disproportionate to the functions of Councilmembers and the Mayor or excessive in light of the City's size and budget. If after such review the Salary Commission determines that the salaries paid to Councilmembers and/or the Mayor should be increased or decreased, the Salary Commission shall file the Salary Commission's written salary schedule with the City Clerk. Upon such submission, the terms of all members of the Salary Commission shall be terminated.

(3) Should a vacancy occur on the Salary Commission prior to the completion of the review required in subsection (2) of this section, the vacancy shall be filled as provided in WMC [2.06.030](#)(2).

(4) Any increase or decrease in salary established by the Salary Commission shall become effective and incorporated into the City budget 30 days after the filing thereof, without further action of the Council or the Salary Commission except as provided in WMC [2.06.050](#).

(5) Salary increases established by the Salary Commission shall be effective as to all Councilmembers including the Mayor, regardless of their terms of office.

(6) Salary decreases established by the Salary Commission shall become effective as to incumbent Councilmembers including the Mayor at the commencement of their next subsequent term of office but shall be immediately effective as to any subsequent appointee to fill a vacancy.

(7) Staff support shall be provided to the Salary Commission as needed in the judgment of the City Manager or designee.

(8) All meetings, actions, hearings and business of the Salary Commission shall be undertaken in compliance with the Open Public Meetings Act, Chapter [42.30](#) RCW. (Ord. [735](#) § 2, 2022)

2.06.050 Referendum.

Any salary increase or decrease established by the Salary Commission pursuant to this chapter shall be subject to referendum petition by the voters of the City, in the same manner as a City ordinance pursuant to Chapter [2.33](#) WMC, upon filing of a referendum petition with the City Clerk within 30 days after filing of a salary schedule by the Salary Commission. In the event of the filing of a valid referendum petition, the salary increase or decrease shall not go into effect until approved by a vote of the people. Referendum measures under this section shall be submitted to the voters of the City at the next following general or municipal election occurring 30 days or more after the petition is filed and shall otherwise be governed by the provisions of the State Constitution and the laws generally applicable to referendum measures. (Ord. [735](#) § 2, 2022)

Mobile Version

ORDINANCE NO. 802

AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON, AMENDING CHAPTER 2.06 WMC AND ORDINANCE NOS. 62, 192 AND 735, ESTABLISHING A SCHEDULE FOR SALARY COMMISSION CONSIDERATION OF ADJUSTMENTS TO CITY COUNCILMEMBER AND MAYOR SALARIES.

WHEREAS, in 2022 the Woodinville City Council adopted Ordinance No. 735, creating an independent Salary Commission pursuant to RCW 35.21.015 to review and make adjustments to councilmember and mayor salaries; and

WHEREAS, in order to further Ordinance No. 735's goal of ensuring equitable access to public service as a Councilmember or Mayor to all of the City's citizens, the Council wishes to provide for scheduled initiation of the Salary Commission's review process;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Woodinville Municipal Code section 2.06.030 and the corresponding portions of Ordinance Nos. 62 § 1, 192 § 1 and 735 § 2 are hereby amended to read as follows (new text is shown by underline; deletions of text are shown by ~~strike through~~); all other provisions of this section shall remain unchanged and in full force:

2.06.030 Salary Commission—Membership, appointment, compensation, term.

(1) There is created and established an independent Salary Commission, which shall exercise the powers and perform the duties set forth by RCW 35.21.015 with respect to the review and determination of Councilmember and Mayor salaries.

(2) The Salary Commission shall be reconstituted on April 1, 2028 and thereafter, upon April 1 of every 2nd year following a year in which the Salary Commission completes its duties as set forth in WMC 2.06.040. The Salary Commission shall consist of five members, to be appointed by ~~the Mayor with the approval by~~ majority vote of the City Council.

(3) On April 1, 2028, or as soon thereafter as the Council meets, three members shall be appointed for a term of three years and two members shall be appointed for a term of 5 years. Following conclusion of such initial terms, all members of the Salary Commission shall serve for a ~~two~~three-year term from the date of City Council approval of appointment; provided, that pursuant to WMC 2.06.040(2), each Salary Commission member's term shall expire upon the Salary Commission's submission of approved salary adjustments to the City Clerk. No member of the commission shall be appointed to more than two terms, regardless of the length of each term.

(4) Each member of the Salary Commission shall serve without compensation and shall be a U.S. citizen and a resident of the City or owner of fee title or leasehold interests in real property located within the City for at least one year preceding the appointment.

(5) No member of the Salary Commission may be an officer, official, or employee of the City or an immediate family member of an officer, official, or employee of the City. For

purposes of this subsection, "immediate family member" means the parents, spouse, siblings, children, or dependent relatives of an officer, official, or employee of the City, whether or not living in the household of the officer, official, or employee.

(6) A member of the Salary Commission may be removed from office by majority vote of the City Council only for cause of incapacity, incompetence, neglect of duty, or malfeasance in office, or for a disqualifying change of eligibility. The unexcused absence of any member of the Salary Commission from two consecutive meetings of the Salary Commission shall constitute relinquishment of that person's membership on the Salary Commission.

Section 2. Woodinville Municipal Code section 2.06.040 and the corresponding portions of Ordinance No. 735 § 2 are hereby amended to read as follows (new text is shown by underline; deletions of text are shown by ~~striketrough~~); all other provisions of this section shall remain unchanged and in full force:

2.06.040 Salary Commission—Duties.

Upon reconstitution of the Salary Commission pursuant to WMC 2.06.030(2) and the appointment by the Mayor and approval by the City Council of such number of members, if any, necessary to reach three five members ~~of the Salary Commission~~, the Salary Commission shall proceed as follows:

(1) The members of the Salary Commission shall convene and elect a chair from among the members. Three members present at any meeting shall constitute a quorum.

(2) The Salary Commission shall complete its work by July 1 following its convening. If the work is incomplete by such date, the result shall be no change in the salary of the Council or Mayor.

~~(3)~~ The Salary Commission shall study the relationship of salaries to the duties of the elected officials and shall set a schedule of Councilmember and Mayor salaries by an affirmative vote of a majority of the Salary Commission. In so doing, the Salary Commission shall seek to ensure that salaries allow equitable access to elected positions by all citizens of the City regardless of socioeconomic status while avoiding salaries disproportionate to the functions of Councilmembers and the Mayor or excessive in light of the City's size and budget. If after such review the Salary Commission determines that the salaries paid to Councilmembers and/or the Mayor should be increased or decreased, the Salary Commission shall file the Salary Commission's written salary schedule with the City Clerk. If after such review the Salary Commission determines that no revisions to salaries of Councilmembers or the Mayor are warranted, the Salary Commission shall file a statement to such effect with the City Clerk. ~~Upon either such submission, the terms of all members of the Salary Commission shall be terminated.~~

~~(3)~~ (4) Should a vacancy occur on the Salary Commission prior to the completion of the review required in subsection 2 of this section, the vacancy shall be filled as provided in WMC 2.06.030(2).

~~(4)~~ (5) Any increase or decrease in salary established by the Salary Commission shall become effective and incorporated into the City budget on January 1 of the year ~~30 days~~

after the filing thereof, without further action of the Council or the Salary Commission except as provided in WMC 2.06.050.

~~(5)~~ (6) Salary increases established by the Salary Commission shall be effective as to all Councilmembers including the Mayor, regardless of their terms of office.

~~(6)~~ (7) Salary decreases established by the Salary Commission shall become effective as to incumbent Councilmembers including the Mayor at the commencement of their next subsequent term of office but shall be immediately effective as to any subsequent appointee to fill a vacancy.

~~(7)~~ (8) Staff support shall be provided to the Salary Commission as needed in the judgment of the City Manager or designee.

~~(8)~~ (9) All meetings, actions, hearings and business of the Salary Commission shall be undertaken in compliance with the Open Public Meetings Act, chapter 42.30 RCW.

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

Section 4. Effective date. This Ordinance shall become effective thirty (30) days after its passage and publication as required by law. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date by publication of the ordinance title.

**ADOPTED BY THE CITY COUNCIL AND SIGNED IN AUTHENTICATION OF ITS
PASSAGE THIS _____ DAY OF _____, 2026.**

Sarah Arndt, Mayor

ATTEST/AUTHENTICATED:

Katie Hanke, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Jeffrey Ganson, City Attorney

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 802



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Award of Contract for the Rotary Community Park - Restroom Improvements Project: D'Souza
<u>Staff Contact:</u>	Asha D'Souza, Public Works Director

<u>Issue:</u>	Shall the City Council award the contract for the Rotary Community Park Restroom Improvements Project (PW-P-23-004B) to Base Crew LLC of Mercer Island, Wa in the amount of \$66,180?
<u>Recommended Motions:</u>	I MOVE THAT THE CITY COUNCIL AWARD THE PUBLIC WORKS CONTRACT FOR THE ROTARY COMMUNITY PARK – RESTROOM IMPROVEMENTS PROJECT TO BASE CREW LLC. OF MERCER ISLAND, WASHINGTON IN THE AMOUNT OF \$66,180; AUTHORIZE A \$10,000 CONTINGENCY; AND AUTHORIZE THE CITY MANAGER TO TAKE ANY STEPS NECESSARY TO EXECUTE SUCH ACTION.

[Staff Report](#)

Agenda Item Number: 6.



To: Honorable City Council **Date:** March 3, 2026
By: Asha Pai D'Souza P.E., Public Works Director
Subject: Award of Contract for the Rotary Community Park - Restroom Improvements Project

FINANCIAL ACTION SUMMARY			
Expenditure Required		Amount Budgeted/Approved*	Budget - Over/(Under)
Construction	\$66,180	Construction \$100,000	Construction (\$33,820)
Contingency (~15%)	\$10,000	Contingency \$0	Contingency \$10,000
Total	\$76,180	Total \$100,000	Total (\$23,820)

Note: The 2025/2026 Biennial Budget allocated a budget of \$600,000 for the overall (Restroom Improvements + Playground Equipment) project. Staff allocated \$100,000 towards the Restroom Improvements work with remainder for the playground equipment.

ISSUE: Shall the City Council award the contract for the Rotary Community Park - Restroom Improvements Project (PW-P-23-004B) to Base Crew LLC of Mercer Island, Washington, in the amount of \$66,180; authorize a \$10,000 contingency; and authorize the City Manager to take other actions as necessary to implement this action?

RECOMMENDATION: To approve the contract as presented; authorize a \$10,000 contingency; and authorize the City Manager to take other actions necessary to implement this action.

POLICY DECISIONS: Purchasing policies require the City Council to approve all contracts or contract amendments exceeding \$50,000.

BACKGROUND/DISCUSSION: In 2022, the City determined that the playground equipment including the climbing wall and the restrooms at the Rotary Community Park required upgrades/replacement. Both the playground equipment and restrooms show significant wear and tear and have exceeded their expected life cycle. This could present potential safety hazards in the future and/or increased maintenance and repair costs. Given the differing scopes for the restroom restoration and the playground equipment work, City Staff determined that bidding these items separately would ensure cost-effective project delivery.

The restroom improvements will include the removal and replacement of restrooms fixtures and partitions; pressure washing and repainting of interior walls with graffiti resistant paint; pressure washing and cleaning of the exterior brick walls and roof; and installation of a new outdoor water bottle filler and ADA compliant water fountain.

On December 29, 2025, the City went out to bid for this project. Bid opening was on January 22, 2025, and the City received eight (8) responsible and responsive bids and four (4) non-responsive bids. The eight responsible and responsive bids are summarized in Attachment 1. Base Crew LLC (Base Crew) submitted the lowest responsive and responsible at \$66,180.

The 2025/2026 Biennial Budget allocated a budget of \$600,000 for the overall Rotary Park Refurbishment Project. Based on the scope, Staff estimated \$100,000 of the total budget for restroom improvements, with the remainder applied to playground equipment. Base Crew LLC's bid of \$66,180 is below this estimated budget.

City staff recommends awarding the restroom improvements project to Base Crew LLC for \$66,180

and authorizing a contingency of \$10,000 (approximately 15%) for a total project budget of \$76,180. Upon completion of this work, any project savings will be reallocated to the playground equipment component of the Rotary Park Refurbishment project.

ALTERNATIVES:

1. To approve the award of the contract as presented.
2. To reject all bids and provide direction to staff.

RECOMMENDED MOTION:

I MOVE THAT THE CITY COUNCIL AWARD THE PUBLIC WORKS CONTRACT FOR THE ROTARY COMMUNITY PARK – RESTROOM IMPROVEMENTS PROJECT TO BASE CREW LLC. OF MERCER ISLAND, WASHINGTON IN THE AMOUNT OF \$66,180; AUTHORIZE A \$10,000 CONTINGENCY; AND AUTHORIZE THE CITY MANAGER TO TAKE ANY STEPS NECESSARY TO EXECUTE SUCH ACTION.

ATTACHMENTS:

- 1) Bids Received
- 2) Public Works Contract 26-013

**BIDS RECEIVED
(RESPONSIVE & RESPONSIBLE ONLY)
ROTARY COMMUNITY PARK RESTROOM IMPROVMENTS
JANUARY 22, 2025 AT 10:00 AM**

CONTRACTOR	CITY / STATE	TOTAL BID AMOUNT
Base Crew, LLC	Mercer Island, WA	\$66,180.00
Slateco, LLC	Woodland, WA	\$81,622.00
S&W Craftsmen	Chehalis, WA	\$84,074.21
Peacock Painting	Bothell, WA	\$86,951.70
MG Habitats	Renton, WA	\$92,596.85
DM Pacific	Maple Valley, WA	\$93,168.09
Peak Drywall Solutions	Tukwila, WA	\$99,950.91
BCN Construction	Monroe, WA	\$101,476.00

**CITY OF WOODINVILLE
PUBLIC WORKS CONTRACT NO. 26-013**

THIS CONTRACT, is made this 4th day of March, 2026 by and between the **City of Woodinville** (hereinafter referred as "City"), a Washington Municipal Corporation, and **Base Crew LLC**, hereinafter referred to as "Contractor"), doing business at 2448 76th AVE SE, Suite 210A, Mercer Island, WA 98040.

WHEREAS, pursuant to the invitation of the City extended through an officially published "invitation to bid", the Contractor did, in accordance therewith, file with the City a proposal containing an offer which was invited by said notice, and

WHEREAS, the City has heretofore determined that said offer was the lowest responsive and responsible bid submitted; and

WHEREAS, the City desires to contract with Contractor for the provision of such services for **Rotary Community Park Restroom Improvements Project** and Contractor agrees to contract with the City for same; and

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

1. **Scope of Work.** The Contractor agrees to perform **Rotary Community Park Restroom Improvements Project** (hereinafter referred as "Work") in accordance with this Contract.
2. **Contract Documents and Order of Precedence.** The following list of documents shall be the sole documents that comprise this Contract. The documents have been listed in order of precedence in the event of a conflict. Any conflict arising in any single document shall be brought to the other party's attention as soon as practical. In the case of a conflict, the conflicting item(s) having the highest order of precedence shall prevail.
 - Any Change Order to this Contract
 - This Contract No. 26-013
 - Attachment A - Scope of Work
 - Title VI Assurances for Contractors
 - Rotary Community Park Plans – Phases 1 and 2
 - Payment & Performance Bond
 - Options for Retainage
 - All provisions required by law to be inserted in this Contract whether actually attached hereto or not.
3. **Payment.** Payment for the Work as described in the Contract shall not exceed Sixty-Six Thousand One Hundred Eighty and 00/100 dollars (\$66,180.00) including applicable WSST at 10.3%, and be further delineated as follows:

Item No.	Description	Qty	UoM	Price Each	Cumulative Price
1	Restroom Improvements	1	LS	\$60,000.00	\$60,000.00

2	WA State Sales Tax at 10.3%	1	LS	\$6,180.00	\$6,180.00
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- a. Excludes approved Change Orders, in accordance with the quantity and unit prices shown on the attached Contract documents.
 - b. If during the course of the Contract, the Work rendered does not meet the requirements set forth in the Contract, the Contractor shall correct or modify the required Work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such Work until it meets the requirements of the Contract.
4. **General Administration.** The Contract Administrator Chista Kouretchian, and Public Works Engineer Mansi Thakkur, of the City of Woodinville shall have primary responsibility for the City under this Contract and shall oversee and approve all Work to be performed, coordinate communications, and review and approve all invoices, under this Contract.
5. **Final Payment.** Thirty (30) days after completion and final acceptance of this project by the City as complying with the terms of this Contract, the City shall pay to the Contractor all sums due as provided by this Contract except those required to be withheld by law or agreed to in special contract provisions.
 - a. **Invoicing Instructions:** Supplier shall mail originals (or email) of invoice(s) and all applicable backup to the following address:

City of Woodinville
17301 133rd AVE NE
Woodinville, WA 98072
Attn: AP Clerk
Email: AP@woodinville.gov (Note: confirm receipt of the emailed invoice)
6. **Notice to Proceed / Completion Time.** The Contractor agrees to begin the Work set forth in this Contract within **7 calendar days** after receiving written Notice from the City to proceed and further agrees to carry on such Work regularly and uninterruptedly thereafter with such force as to secure its completion within **21 calendar days** (holidays and weekends excluded), after such Notice to begin Work. The time of beginning, rate of progress and time of completion are essential conditions of this Contract.
7. **Liquidated Damages.** Not Used.
8. **Ownership of Documents.** On payment to the Contractor by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Contractor with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City upon its request. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City or by court order.
9. **Indemnity / Hold Harmless.** The Contractor shall indemnify, defend and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or resulting from the negligent or other tortious acts, errors or omissions of the Contractor in connection with the performance of the Agreement.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its

officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

10. Bonds and Retainage. (City must check one of the following boxes.)

The City waives all ☐ / partially waives ☐ / does not waive ☒ the bond/surety provisions of this paragraph pursuant to RCW 39.04.152(5).

If the City waives these provisions the Contractor need not complete this section.

If the City does not waive any or all of these provisions, the Contractor shall select an option below and provide the following:

☐ **OPTION 1: Performance & Payment Bond and Retainage.** A performance and payment bond in the amount of Contractor's bid must be accepted by the City prior to the execution of the Contract. The bond shall be released thirty (30) days after the date of final acceptance of the Work performed under this Contract and receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department in settlement of any liens filed under Chapter 39.08 RCW, whichever is later.

RCW 60.28.011 requires the City to withhold 5% from the moneys earned by the Contractor on of all progress payments, excluding any applied tax, of the improvement or Work and shall be released forty-five (45) days after the date of final acceptance of the Work performed under this Contract and receipt of all necessary releases from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department in settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This money is set aside for the protection and payment of anyone who performs labor, provides materials, supplies equipment or subcontractors to the prime contractor. Both the Department of Revenue and the Department of Labor and Industry have lien rights against this fund.

RCW 60.28.11(6) allows the Contractor the option to submit a bond for all or any portion of the Contract retainage.

☐ Contractor has elected to submit a Retainage Bond in lieu of City withholding said retainage.

☐ **OPTION 2: Retainage Only.** If this Contract is valued at \$150,000 or less, under RCW 39.08.010, in lieu of retainage and a performance and payment bond, the City shall withhold 10% of all progress payments, excluding any applied tax, for the duration of the Work performed under this Contract. This retained amount shall be released thirty (30) days after the date of final acceptance by the City of all Work performed under this Contract and receipt of all necessary releases from the Department of Labor and Industries and the Department of Revenue and any liens filed under Chapter 60.28 RCW are settled whichever is later. **Under this option, no interest shall be accrued nor paid to the Contractor on the retained amount; and no escrow account option is available. The City may, at its option, attach and expend the retainage to cover any costs to complete any outstanding Work or Work deemed unacceptable under this Contract.**

11. **Subletting or Assigning of Contracts.** Neither the City nor the Contractor shall assign, transfer, or encumber any rights, duties or interests accruing from this Contract without the express prior written consent of the other.
12. **Independent Contractor.** The Contractor is and shall be at all times during the terms of this Contract an independent contractor and not an employee of the City.
13. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Contract. As Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the Contractor or his employees, agents, representatives or subcontractors. Contractor will be solely and entirely responsible for his acts and for the acts of Contractor's agents, employees, representatives and subcontractors during the performance of this Contract. The City may, during the term of this Contract, engage other independent contractors to perform the same or similar work that Contractor performs hereunder.
14. **Warranty.** Contractor shall be liable for any costs, losses, expenses or damages including consequential damages suffered by the City resulting from defects in the Contractor's work including, but not limited to, cost of materials and labor expended by the City in making emergency repairs and cost of engineering, inspection and supervision by the City. The Contractor shall hold the City harmless from any and all claims, which may be made against the City as a result of any defective work, and the Contractor shall defend any claims at its own expense. Where materials or procedures are not specified in the Contract, the City will rely on the professional judgment of the Contractor to make the appropriate selections.
15. **Correction of Defects.** Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered after the acceptance of this Work. When corrections of defects are made, Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected Work for one (1) year after the acceptance of the corrections of the City. The Contractor shall start work to remedy such defects within seven (7) days of written notice of discovery thereof by City and shall complete such Work within a reasonable time. In emergencies where damage may result from delay or where loss of service may result, such corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the Work will be otherwise accomplished and the cost of same shall be paid by the Contractor.
16. **Claims.** Any claim from Contractor against the City for damages, expenses, costs or extras arising out of the performance of this Contract must be made in writing to the City within thirty (30) days after the discovery of such damage, expense or loss, and in no event later than the time of approval by the City for final payment. Contractor, upon making application for the final payment, shall be deemed to have waived its right to claim for any other damages for which application has not been made, unless such claim for final payment includes notice of additional claim and fully describes such claim.
17. **Contractor's Risk of Loss.** It is understood that the whole of the Work under this Contract is to be done at the Contractor's risk, and that they are familiarized with all existing conditions and other contingencies likely to affect the Work, and have made their bid accordingly, and shall assume the responsibility and risk of all loss or damage to materials or Work which may arise from any cause whatsoever prior to completion.
18. **Insurance.** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from the award of the Contract, through the term of the Contract and for thirty (30) days

after Physical Completion, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, and personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 05 09. There shall be no endorsement or modification of the Commercial Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO additional insured endorsement CG 20 10 10 01 and additional insured completed operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. This Builders Risk insurance covering the work will have a deductible of \$25,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project. An installation floater may be acceptable in lieu of Builders Risk for renovation projects only if approved in writing by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
 3. Builders Risk insurance shall be written in the amount of the completed value of the Project with no coinsurance provisions.
- C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Builders Risk insurance:
1. The Contractor's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
 2. The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
 3. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers, contractors or subcontractors as well as to any temporary structures, scaffolding and protective fences.
- D. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability, Commercial General Liability, and Builders Risk insurance of the Contractor before commencement of the Work.
- F. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certifications and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.
- G. Waiver of Subrogation. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The General Liability and Workers' Compensation policies shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.
- H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of Contract, upon which the City, after giving five (5) business days' notice to the Contractor to correct the Breach, immediately terminate the Contract or, at its discretion, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- I. Extended Coverage for Completed Operations. The Contractor shall maintain Commercial General Liability completed operations coverage for a period of three (3) years following substantial completion of the Work for the benefit of the City by naming the City as additional insured using ISO Additional Insured-Completed Operations endorsements CG 20 37 10 01 or an endorsement providing at least as broad coverage.

19. **Compliance with Laws.** The Contractor shall comply with all federal, state and local laws and regulations applicable to the Work done under this Contract. Any violation of the provisions of these applicable laws and regulations shall be considered a violation of a material provision of this Contract and shall be grounds for cancellation, termination or suspension of the Contract by the City, in whole or in part, and may result in ineligibility for further work for the City.
20. **Job Safety.** Contractor shall take all necessary precaution for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and local regulations, ordinances and codes. Contractor shall erect and properly maintain, at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known and unusual hazards.
21. **Employment.** Any and all employees of the Contractor, while engaged in the performance of any work or services required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of the City. Any and all claims that may arise under the Workers' Compensation Act on behalf of said employees, while so engaged, and all claims made by a third party as consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided or rendered herein, shall not be the obligation of the City.
22. **Nondiscrimination.** Contractor shall execute and comply with the attached "Title VI Assurances for Contractors" and agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, creed, color, national origin, marital status, sex, sexual orientation, age or disability, or other circumstances as may be defined by federal, state or local law or ordinance, except for a bona fide occupational qualification.
23. **Prevailing Wage.** This Contract is subject to the requirements of Chapter 39.12 RCW, as it may be amended, relating to prevailing wages. Prevailing rate shall be paid on public works and building service maintenance contracts, funded in part or in whole with Federal funds, Federal wage laws and regulations shall be applicable. No worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for this Contract is available online at <https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates> and by this reference made a part of this contract as though fully set forth herein. A printed copy of the prevailing wage rates is available for viewing at the City of Woodinville, or a hard copy can be mailed upon request.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages" from the Department of Labor and Industries. It is the Contractor's responsibility to obtain and file the Statement. The Contractor shall be responsible for all filing fees. Each invoice shall include a signed statement that prevailing wages have been paid by the Contractor and all subcontractors. Following the final acceptance of the Work, Contractor shall submit an "Affidavit of Wages Paid" which must be certified by the Industrial Statistician of the Department of Labor and Industries.

In case any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State and his/her decision therein shall be final and conclusive and binding on all parties involved in the dispute as provided for by RCW 39.12.060 as amended.

24. **Termination.** This contract shall terminate upon satisfactory completion of the Work described in the Scope of Work (Attachment A) and final payment by the City. The City may terminate the Contract

and take possession of the premises and all materials thereon and finish the Work by whatever methods it may deem expedient, by giving ten (10) days written notice to the Contractor.

In the event this Contract is terminated by the City, Contractor shall not be entitled to receive any further amounts due under this Contract until the Work specified in the Scope of Work (Attachment A) is satisfactorily completed, as scheduled, up to the date of termination. At such time, if the unpaid balance of the amount to be paid under the Contract exceeds the expense incurred by the City in finishing the Work, and all damages sustained by the City or which may be sustained by the City or which may be sustained by the reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, Contractor and his surety shall be jointly and severally liable therefore to the City and shall pay such difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

25. **Extent of Contract / Modification.** This Contract, together with attachments and/or other addenda, represents the entire and integrated Contract between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended, modified or added to only by written Change Order properly signed by both parties.
26. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Contract, the matter shall be referred to the City Manager, whose decision shall be final. In the event of any litigation arising out of this Contract, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Contract shall be governed by and construed in accordance with the laws of the State of Washington and the jurisdiction of any dispute under this Contract shall be the Superior Court of King County, Washington.
27. **Business License.** The Contractor shall obtain a City of Woodinville business license prior to the start of Work.
28. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, or as of the date of electronic mail conveyance, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
29. **Public Records Act.** The Contractor acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Contractor in its performance of this Contract may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of Woodinville. As such, the Contractor agrees to cooperate fully with the City in satisfying the City's duties and obligations under the Public Records Act as allowable by law.
30. **Electronic Signature.** A electronic copy of a signature is equivalent to an original signature.

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

CITY OF WOODINVILLE

CONTRACTOR

By: _____

By: _____

Name: Brandon Buchanan

Title: City Manager

Name: _____

Title: _____

Taxpayer ID #: _____

CITY CONTACT

City of Woodinville
17301 133rd Avenue NE
Woodinville, WA 98072
Chista Kouretchian, Contracts Manager
Phone: 425.877.2288
Email: chistak@woodinville.gov

CONTRACTOR CONTACT

Phone: _____
Email: _____

ATTEST/AUTHENTICATED

By: _____
Katie Hanke, City Clerk

APPROVED AS TO FORM

By: _____
Jeff Ganson, Office of the City Attorney



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Presentation of 2026 Legislative Session Update: Hill
<u>Staff Contact:</u>	Jared Hill, Intergovernmental Affairs Program Manager

<u>Issue:</u>	Shall Council receive an update on the progress of the 2026 Legislative Session?
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[Staff Report](#)

Agenda Item Number: 7.



CITY OF WOODINVILLE, WA
REPORT TO THE CITY COUNCIL
17301 133rd Avenue NE, Woodinville, WA 98072
WWW.CI.WOODINVILLE.WA.US

To: Honorable City Council **Date:** March 3, 2026
From: Jared Hill, Intergovernmental Affairs Program Manager
Subject: Presentation of 2026 Legislative Session Update

FINANCIAL ACTION SUMMARY		
Expenditure Required	Amount Budgeted/Approved	Additional Amount Required
\$0		\$0

ISSUE: Shall Council receive an update on the progress of the 2026 Legislative Session?

RECOMMENDATION: The Council should receive a presentation on the progress of the 2026 Legislative Session.

BACKGROUND/DISCUSSION:

The Washington State Legislature convened for its annual legislative session on Monday, January 12, 2026. This session, the second of the biennium, is a short session of 60 days, concluding on March 12, 2026. During this session, the Legislature is anticipated to focus on supplemental budget adjustments and priority policy legislation, informed by implementation of the 2025–27 biennial budgets and the results of the November 2025 election. The presentation will focus on the status of the City's Legislative Agenda, along with updates on other relevant legislation

The City of Woodinville is in Washington's 1st Legislative District and is represented by Senator Derek Stanford, Representative Shelley Kloba, and Representative Davina Duerr. Each of these representatives will be serving on various committee assignments:

2026 First District Committee Assignments		
Senator Stanford	Representative Kloba	Representative Duerr
Senate Business, Financial Services & Trade Committee	House Environment and Energy Committee	House Environment & Energy Committee
Senate Labor & Commerce Committee	House Environment & Energy Committee	House Local Government Committee
Senate Ways & Means Committee	House Technology, Economic Development, & Veterans Committee	House Transportation Committee

ATTACHMENTS:

- 1) City of Woodinville 2026 Legislative Agenda
- 2) External Legislative Agendas & 2026 Legislative Session Cutoff Calendar

CITY OF WOODINVILLE

2026 Legislative Agenda



Housing Policy Implementation

The Legislature has passed extensive housing policy legislation in recent sessions. Now, Woodinville urges the Legislature to pause additional policy change to give jurisdictions necessary time to implement and evaluate the success of those measures.

Reasonable Liability Relief

Out of control costs related to liability exposure are eating away at the ability of government entities and public agencies to deliver essential services. Woodinville requests the State help reasonably control liability exposure.



Resiliency Support

Federal funding to support climate and environmental mitigation are at risk. The City of Woodinville seeks resources to build resiliency solutions and protect our citizens.

Gridlock Solutions

Woodinville seeks a partnership with WSDOT to complete improvements at the SR 522 and SR 202 interchange to enable reliable transit service, increase capacity, and accommodate continued regional growth.

Woodinville is a rapidly growing community and seeks to support all of its residents. The City's 2026 agenda focuses on implementation of past legislation, offsetting cost increases, and building a resilient future.

Woodinville supports the legislative agendas of the Northshore School District, Association of Washington Cities (AWC), Sound Cities Association (SCA), and A Regional Coalition for Housing (ARCH).

JARED HILL

INTERGOVERNMENTAL AFFAIRS
206-960-2060

BRYNN BRADY

STATE LOBBYIST
253-686-3152

2026 Legislative Agenda

Funding Request(s)

- The City of Woodinville is seeking \$300,000 in Local and Community Projects funding to increase resiliency and emergency preparedness.
- Woodinville urges the legislature to direct WSDOT's investment in the SR 522 and SR 202 failing intersection. The City welcomes discussion and is prepared to be a partner in improvements.
- The City of Woodinville supports Northshore School District's request for a fully funded K-12 education system.

Growth Management Act & Local Decision Making

- Ensure Woodinville retains its ability to implement the City's Housing Action Plan and adherence to the Growth Management Act with local control and attention to regional conditions.

Public Safety

- Support enhanced state funding for indigent defense and workforce development for public defenders to help our criminal justice system function more effectively.
- Support efforts to prevent and address juvenile crime, including expanding the capacity for juvenile behavioral health treatment and state corrections.
- Support additional prosecutorial and law enforcement resources to address organized retail theft.

Human Services

- Woodinville encourages state investment in assisting those impacted by reduced federal social service programs; access to affordable health care; civil rights, SNAP and Medicaid.
- Woodinville promotes legislation that addresses the behavioral health treatment crisis by increasing the capacity of the crisis response system, including an ample workforce, and supporting local programs that connect individuals with needed care.
- Woodinville supports increased state investment in emergency and transitional housing.

Affordable Housing

- Woodinville supports transit-oriented development and the continued investment in regional transportation improvements including efforts to address decreasing transit service in suburban communities due to staffing shortages. The City seeks state recognition that bus service has not been restored to pre-pandemic levels and development standards cannot be tied to variable and easily repealed levels of service.
- Woodinville encourages increased home ownership opportunities through the development of condominiums and finding solutions to address the barriers to construction of new condominiums.

Environmental Stewardship

- The City encourages legislation, partnerships, and funding that incentivizes and supports the City's recently adopted Climate Action Plan.
- The City encourages funding mechanisms for court-mandated removal of fish passages (culverts).

Transportation and Infrastructure

- The City encourages the restoration of transit service to and from Woodinville in order to increase utilization of the Woodinville Park and Ride.

2026 City Legislative Priorities

Cities and towns are home to 66% of Washington's residents, drive the state's economy, and provide the most accessible form of government. The success of our cities and towns depends on adequate resources and community-based decision-making to best meet the unique needs of our communities.

Washington's 281 cities and towns ask the Legislature to partner with us and act on the following priorities:



Indigent defense

Increase state support and funding for indigent defense services to meet existing needs as well as the new lower caseload mandates ordered by the Washington Supreme Court. Enhance state support for increasing the indigent defense workforce with incentives and programs to encourage more public defenders.



Transportation

Increase sustainable revenue that supports local transportation preservation, maintenance, and operations and includes direct distributions to cities and towns. Continue to support efforts to improve traffic safety. Explore revenue tools such as a highway usage fee, a retail delivery fee, expanded transportation benefit district (TBD) authority, or a "sidewalk utility."



Housing supply

Provide time to implement recent state housing legislation. Increase housing investments to meet needs across the housing continuum, including construction and preservation of affordable housing, home ownership, and senior housing. Support tools to better coordinate urban growth area (UGA) development and funding options such as a local option real estate excise tax, short-term rental tax, and expanded use of lodging taxes for housing.



Shared revenues

Continue the historical revenue-sharing partnership between the state and its cities and towns, which provides stability and continuity for local budgets. Preservation of these resources, such as liquor revenues and criminal justice assistance funds, are indispensable to local fiscal sustainability and predictability.



Contact: **Candice Bock**
Government Relations Director
candiceb@awcnet.org

Association of Washington Cities • 1076 Franklin St SE, Olympia, WA 98501 • 1.800.562.8981 • wacities.org

SOUND CITIES ASSOCIATION

2026 State Legislative Agenda

The Sound Cities Association (SCA) urges the Washington State Legislature to adopt a balanced and equitable approach to policymaking that empowers cities to meet the varied and unique needs of communities in King County.

Fund & Support Indigent Defense Services

Cities require sustained state funding, workforce development, and guidance to meet the new indigent defense caseload standards, which are expected to significantly strain local budgets and operations. The projected cost increase for surveyed SCA cities is nearly 700% over ten years, with local funding models disproportionately impacting cities with the most indigent defense cases.

SCA supports:

- State funding for most—if not all—public defense to ensure equity and stability; and,
- Policies that strengthen the public defense workforce.

Expand Access for Public Safety Local Options

SCA cities support a range of state funding sources for public safety and the flexibility to allocate funds based on local priorities. While cities appreciate HB 2015's criminal justice sales tax, restrictive requirements limit cities' ability to access and use the funding effectively.

SCA supports:

- Easing restrictions on eligibility for the HB 2015 sales tax; and,
- Increasing support for public safety workforce and alternative crisis response programs.

Support Local Housing Priorities

Cities request adequate time to implement existing housing regulations before new policies are introduced, along with flexible funding tools to meet both state and local housing goals.

SCA supports:

- Prioritization of incentives over mandates that allow locally tailored approaches that focus on outcomes rather than prescriptive methods;
- Increasing the HB 1590 revenue allocation to cities for housing and behavioral health services from 40% to 50%; and,
- State engagement with cities throughout the legislative process and aligning regulatory efforts, including environmental regulations, with a broader strategy to expand housing supply.

Invest in Local Climate Action

SCA cities ask the state to collaborate more directly with cities to support local climate action. While cities have developed robust climate resilience plans, funding remains a major challenge.

SCA supports:

- Investment in local sustainability efforts; and,
- Providing transparent communication about Climate Commitment Act funding, including outcomes, impacts, and future resources.

Fund & Support Local Transportation Priorities

SCA cities ask the state to provide flexible options for funding local transportation. SCA cities in King County face a major transportation funding gap: the Puget Sound Regional Council's Regional Transportation Plan shows a 45% shortfall for cities compared to much lower gaps for counties and WSDOT.

SCA supports:

- Sustainable state transportation revenue that provides funding for local preservation, maintenance, operations, and safety improvements;
- Implementing a Road Usage Charge with a more balanced revenue distribution than the current gas tax; and,
- Instituting flexible funding options to address growing infrastructure demands.

Support for Safe Use of E-Bikes and E-Motorcycles/E-Dirt Bikes

SCA cities support the use of regulatory and law enforcement strategies to promote the safe and appropriate use of e-bikes and e-motorcycles/e-dirt bikes.

SCA supports:

- Expanded State regulations to address the rising popularity of e-bikes and e-motorcycles/e-dirt bikes among youth to ensure safe use while promoting sustainable transportation
- Adding a definition for e-motorcycles/e-dirt bikes in state code. As e-motorcycles/e-dirt bikes are distinct from both e-bikes and traditional electric motorcycles, a clarifying statewide definition will ensure these emerging technologies are correctly classified and uniformly regulated to ensure public safety and responsible use.

Modernize Liability Laws to Protect Cities and Taxpayers

Cities across King County face rapidly escalating liability costs that strain local budgets, jeopardize essential services, and contribute to long-term fiscal instability. Outdated state liability statutes, including rules governing joint and several liability, admissible medical damages, and the presentation of non-economic damages in court, create conditions where municipalities may be held disproportionately responsible for financial judgments even when their share of fault is limited. These escalating pressures reduce cities' ability to invest in public safety, infrastructure, human services, and other core functions. SCA supports balanced, statewide liability reforms that ensure fair compensation for injured parties while preventing municipalities and taxpayers from bearing disproportionate financial burdens.

SCA supports:

- Updating joint and several liability statutes to ensure that financial responsibility aligns with actual fault, including limiting full liability for defendants whose share of fault is minimal or triggering joint responsibility only when a defendant is found to be primarily at fault.
- Reforming the calculation of medical damages by allowing only actual amounts paid or owed rather than inflated, billed charges—to be considered in settlement and judgment calculations.
- Promoting fairness and transparency in jury awards by ensuring that any stated amounts of non-economic damages presented to a jury are directly tied to evidence rather than arbitrary or speculative anchors.
- Pursuing statewide reforms that protect the long-term financial health of local governments while maintaining equitable access to justice for injured individuals.

SCA Legislative Guiding Principles

SCA supports legislation that aligns with the following guiding principles:

- Advance racial equity and social justice
- Improve the social safety net
- Make no unfunded mandates to cities
- Preserve local decision-making authority

ARCH members are currently planning for over 80,000 additional affordable homes by 2044. To meet this need, ARCH is focused on funding and policy solutions that will help build more affordable housing faster.

1

ARCH Priority 1: Increase funding for affordable housing at the state and local levels

1A: Provide local revenue options to support affordable housing (such as a graduated local Real Estate Excise Tax)

1B: Encourage state investments and provide funding incentives for local jurisdictions to promote affordable housing (such as expanding the HB 1406 state sales tax credit)

2

ARCH Priority 2: Continue to reduce barriers and support local efforts to build more affordable housing faster

2A: Establish development and tax incentives to support affordable rental and ownership housing on properties owned by religious organizations

2B: Support other policies that expand access to land for a range of affordable housing types (such as surplus property policies)



General Policy Positions

- ARCH supports policies and continued state assistance that ensure strong local affordable housing projects, plans, and programs (such as the Multifamily Tax Exemption and inclusionary policies).
- ARCH recognizes the importance of maintaining the existing stock of affordable housing in East King County and protecting prior investments

Beaux Arts Village • Bellevue • Bothell • Clyde Hill • Hunts Point • Issaquah • Kenmore • King County • Kirkland • Medina • Mercer Island • Newcastle • Redmond • Sammamish • Woodinville • Yarrow Point

ARCH is a partnership of local jurisdictions working to preserve and increase housing for low- and moderate income households in East King County.

2026 Session Cutoff Calendar

	Date	Day of Week	Day of Session	
January	12	M	1	← First day of session.
	13	T	2	
	14	W	3	
	15	Th	4	
	16	F	5	
	17	S	6	
	18	Su	7	
	19	M	8	
	20	T	9	
	21	W	10	
	22	Th	11	
	23	F	12	
	24	S	13	
	25	Su	14	
	26	M	15	
	27	T	16	
	28	W	17	
	29	Th	18	
	30	F	19	
	31	S	20	
February	1	Su	21	← Policy Committee Cutoff. Last day to read in committee reports in house of origin, except House fiscal committees and Senate Ways & Means and Transportation committees.
	2	M	22	
	3	T	23	
	4	W	24	
	5	Th	25	
	6	F	26	← Fiscal Committee Cutoff. Last day to read in committee reports from House fiscal committees and Senate Ways & Means and Transportation committees in house of origin.
	7	S	27	
	8	Su	28	
	9	M	29	
	10	T	30	
	11	W	31	← House of Origin Cutoff. Last day to consider bills in house of origin (5 p.m.).
	12	Th	32	
	13	F	33	
	14	S	34	
	15	Su	35	
	16	M	36	← Policy Committee Cutoff - Opposite House. Last day to read in committee reports from opposite house, except House fiscal committees and Senate Ways & Means and Transportation committees.
	17	T	37	
	18	W	38	
	19	Th	39	
	20	F	40	
	21	S	41	← Fiscal Committee Cutoff - Opposite House. Last day to read in opposite house committee reports from House fiscal committees and Senate Ways & Means and Transportation committees.
	22	Su	42	
	23	M	43	
	24	T	44	
	25	W	45	
	26	Th	46	← Opposite House Cutoff. Until 5 p.m., last day to consider opposite house bills with the exception of budgets, matters necessary to implement budgets, matters that affect state revenue, initiatives to the legislature and alternatives, differences between the two houses, and business related to the interim or closing the session.
	27	F	47	
	28	S	48	
March	1	Su	49	
	2	M	50	
	3	T	51	← Sine Die. Last day allowed for regular session under state constitution.
	4	W	52	
	5	Th	53	
	6	F	54	
	7	S	55	
	8	Su	56	
	9	M	57	
	10	T	58	
	11	W	59	
	12	Th	60	

The Governor has 5 days, if the Legislature is still in session, or 20 days, if the Legislature has adjourned, to take action on any bill passed by the Legislature.



Report to the City Council

Meeting Date: March 3, 2026

Agenda Item: First Reading of Ordinance No. 804: Repealing and Readopting Section 21.42.040 WMC pertaining to Ground Floor Residential Dwelling Units and Active Uses in the CBD zone: Grumbach

Staff Contact: Robert Grumbach, Development Services Director

Issue: Shall the City Council pass First Reading of Ordinance No. 804 Repealing and Readopting Section 21.42.040 WMC pertaining to Ground Floor Residential Dwelling Units and Mandatory Active Uses in the CBD zone?

Recommended Motions: I MOVE TO PASS THE FIRST READING OF ORDINANCE NO. 804, REPEALING AND READOPTING SECTION 21.42.040 OF THE WOODINVILLE MUNICIPAL CODE, AS PRESENTED.

[Staff Report](#)

Agenda Item Number: 8.



To: Honorable City Council **Date:** March 3, 2026
By: Robert J Grumbach, AICP, Development Services Director
Subject: First Reading of Ordinance No. 804: Repealing and Readopting Section 21.42.040 WMC pertaining to Ground Floor Residential Dwelling Units and Active Uses in the CBD zone

ISSUE: Shall the City Council pass First Reading of Ordinance No. 804 Repealing and Readopting Section 21.42.040 WMC pertaining to Ground Floor Residential Dwelling Units and Mandatory Active Uses in the CBD zone?

RECOMMENDATION: Pass First Reading of Ordinance No. 804.

DISCUSSION:

A study session on changing WMC 21.42.040 regarding ground floor residential dwellings in the CBD zone was held February 17, 2026, during the City Council meeting (see February 17, City Council Staff Report). Subsequently, an ordinance has been prepared, and if approved, would:

1. Require the placement of all residential dwellings on the ground floor and below in the CBD zone to obtain authorization from the City Council by approval of a development agreement. Without the development agreement, residential dwelling units will be prohibited on the ground floor and below. They will remain prohibited where “Active Uses” are mandatory. (Note: other aspects of a residential building such as the lobby and communal resident spaces can be located on the ground floor.)
2. Authorization for residential dwelling units on the ground floor still require the developer to provide public benefits in exchange for the development allowance; however, the list of benefits is removed from the code as these are typically negotiated in the development agreement.
3. The current “Map Designating Active and Residential Uses at the Street Level” is deleted and a new mandatory “Active Uses” map is created that follows the current map where “Active Uses” only are mandatory (the blue hatch on Figure 21.42.040(1)), except:
 - Green Partners LLC’s request to remove the “Active Use” requirement on the east side of future 138th Avenue NE extension is incorporated into the proposal; and
 - The future north 135th Avenue NE extension is cleaned up to show the CBD zone only, and mandatory “Active Uses” are removed along the north part of the future road due to the narrowness of these lots making it more difficult to have buildings along this part of a future road.

ALTERNATIVES:

- 1) Pass First Reading of Ordinance No. 804, as presented;
- 2) Pass First Reading of Ordinance No. 804, as amended; or
- 3) Do not pass First Reading of Ordinance No. 804.

RECOMMENDED MOTION:

I MOVE TO PASS THE FIRST READING OF ORDINANCE NO. 804, REPEALING AND READOPTING SECTION 21.42.040 OF THE WOODINVILLE MUNICIPAL CODE, AS PRESENTED

ATTACHMENTS

- 1) Ordinance No. 804

ORDINANCE NO. 804

**AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON,
REPEALING AND READOPTING SECTION 21.42.040 OF THE WOODINVILLE
MUNICIPAL CODE RELATING TO ACTIVE AND RESIDENTIAL USES IN
THE CENTRAL BUSINESS DISTRICT ZONE, AND AMENDING
ORDINANCES NOS. 737 AND 767; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE AND SUMMARY PUBLICATION
BY ORDINANCE TITLE ONLY.**

WHEREAS, the City of Woodinville is fully planning under Washington's Growth Management Act (GMA) pursuant to Chapter 36.70A RCW; and

WHEREAS, the City Council first adopted restrictions on ground floor residential development in the Central Business District zone by Ordinance No. 489 in November 2010 as part of implementing the Downtown and Little Bear Creek Corridor Master Plan (2008) and to address concerns about residential uses replacing commercial spaces in the Central Business District; and

WHEREAS, the City Council amended Ordinance No. 489 by adopting Ordinance No. 524 in February 2012 to allow residential dwellings on the ground floor abutting certain streets and to mandate retail on the ground floor abutting NE 175th Street and 135th Avenue NE; and

WHEREAS, the City Council adopted Ordinance No. 700 in November 2020, and Ordinance No. 767 in October 2024, expanding the allowances for where residential dwellings could be located on the ground floor facing public streets; and

WHEREAS, Green Partners LLC applied for a code amendment to WMC 21.42.040 by expanding where residential dwelling units located on the ground floor can face public streets in the Central Business District zone (File No. DEC25002); and

WHEREAS, the City Council considered Green Partners LLC's application for a code amendment at their March 18 and May 20 meetings and voted to place the request on the Planning Commission's 2025 Workplan; and

WHEREAS, there is a desire to provide greater flexibility to react to market conditions regarding where ground floor residential dwellings facing public streets might be allowed while maintaining controls to determine the appropriateness of where ground floor residential dwellings might be placed in the Central Business District zone; and

WHEREAS, pursuant to RCW 36.70A.106(3)(a), a notice of intent to adopt was transmitted to the Washington State Department of Commerce on November 7, 2025, (Submittal ID# 2025-S-11107); and

WHEREAS, after providing notice consistent with WMC 21.86.090, the Planning Commission held a public hearing on the text amendment on December 10, 2025, and which was re-opened on January 28, 2026, to allow additional public testimony; and

WHEREAS, the Planning Commission advised that it was unable to reach a majority vote on a recommendation; and

WHEREAS, the City Council considered a proposed text amendment to WMC 21.42.040 that was within the scope of alternatives considered by the Planning Commission; and

WHEREAS, a State Environmental Policy Act (SEPA) threshold Determination of Nonsignificance (DNS) for the proposed code amendments was issued on November 12, 2025, using the procedures set forth in WAC 197-11-340(2).

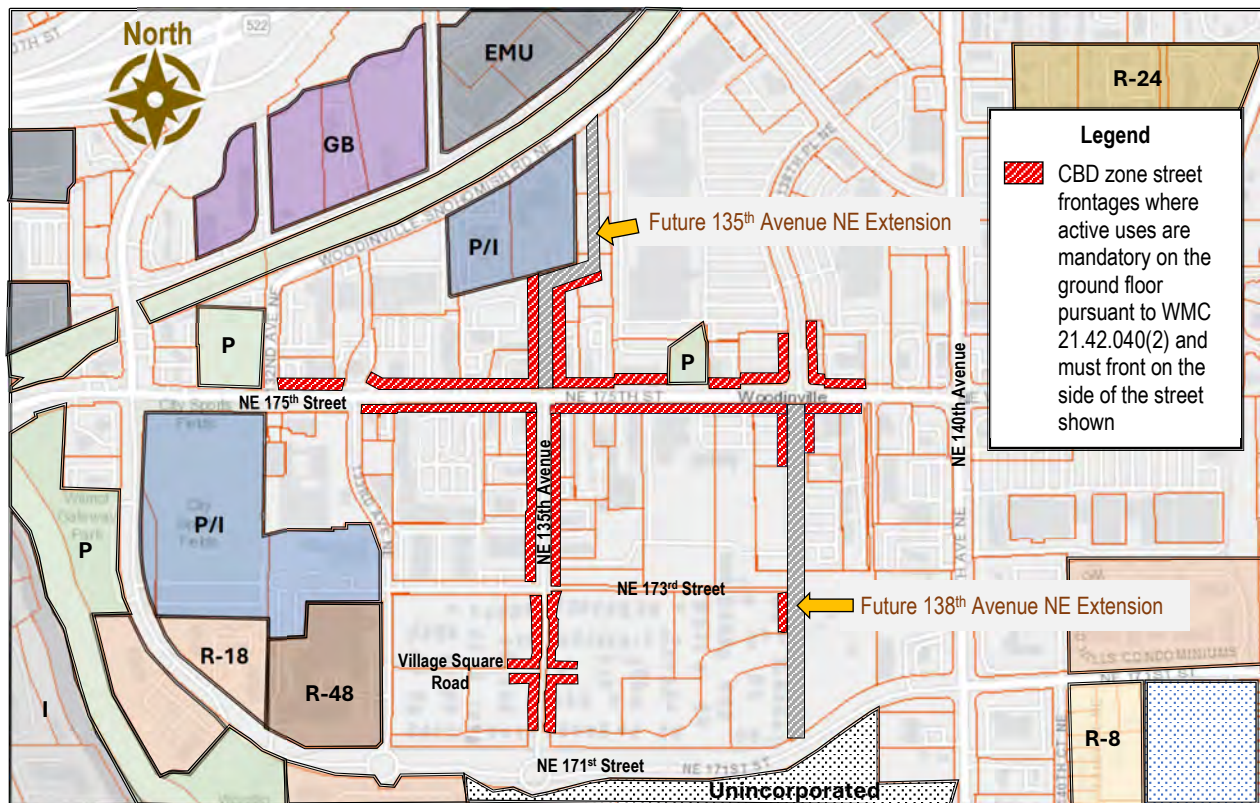
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Repeal and Readopt WMC 21.42.040. Section 21.42.040 of the Woodinville Municipal Code and the corresponding portions of Ordinance Nos. 737 § 2 (Att. A) and 767 § 1 are hereby repealed and readopted to read as follows:

21.42.40 Active and Residential Uses in the Central Business District zone.

- (1) Residential dwelling units are prohibited on the ground floor and/or below grade in the CBD zone (the term “dwelling units” should not be construed to include lobbies, foyers, rental offices, community facilities, and other related ancillary residential uses), except if:
 - (a) A development agreement is obtained pursuant to Chapter 21.85 WMC authorizing residential dwelling units on the ground floor and/or below grade; and
 - (b) Public benefits are provided as agreed to in the development agreement.
- (2) Where Figure 21.42.040 mandates active uses along designated street frontages, the following apply:
 - (a) Only active uses as defined in WMC 21.11A.020 are allowed on the street level fronting the designated street(s); and
 - (b) The active use must occupy the floor space at the street level having a depth of at least 30 feet measured from the interior side of the building façade facing a designated street(s); and
 - (c) The director may, but is not required to, approve an outdoor public space in lieu of active uses provided:
 - (i) The outdoor public space is designed consistently with the definition of a pedestrian-oriented space set forth in WMC 21.11A.170;
 - (ii) The total width of the public outdoor space along the street front does not exceed 15 percent of the site’s street frontage; and
 - (iii) An agreement in a form approved by the director is recorded with King County Recorder granting public access and use of the outdoor space.

Figure 21.42.040 Mandatory CBD Zone Active Uses Map



Section 2. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this Ordinance.

Section 3. Copy to the Department of Commerce. Pursuant to RCW 36. 70A.106(3), the City Clerk is directed to send a copy of the amendments to the State Department of Commerce for its files within ten (10) days after adoption of this Ordinance.

Section 4. Effective date. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall become effective five (5) days after its passage and publication as required by law. The City Clerk is directed at publishing a summary of this ordinance at the earliest possible publication date by publication of the ordinance title.

ADOPTED BY THE CITY COUNCIL AND SIGNED IN AUTHENTICATION OF ITS PASSAGE
THIS _____ DAY OF _____ 2026.

Sarah Arndt, Mayor

ATTEST/AUTHENTICATED:

Katie Hanke, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Jeffrey Ganson, City Attorney

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 804



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Study Session: Green Partners LLC Development Agreement: Grumbach/Buchanan
<u>Staff Contact:</u>	Robert Grumbach, Development Services Director
<u>Additional Submitted by:</u>	Brandon Buchanan, City Manager

Issue: Shall the City Council hold a continued study session and discussion on the proposed development agreement between the City of Woodinville and Green Partners LLC?

Recommended Motions: This item is for discussion only. No formal action recommended.

[Staff Report](#)

Agenda Item Number: 9.



To: Honorable City Council **Date:** March 3, 2026
By: Robert J Grumbach, AICP, Development Services Director
Brandon Buchanan, City Manager
Subject: Study Session: Green Partners LLC Development Agreement

ISSUE: Shall the City Council hold a continued study session and discussion on the proposed development agreement between the City of Woodinville and Green Partners LLC?

RECOMMENDATION: Continue the study session and discussion on the proposed development agreement.

DISCUSSION:

1. Council heard a presentation on and had a robust discussion on the draft Development Agreement at its February 17, 2026, meeting. Based on that discussion and numerous questions posed to Staff/Green Partners, multiple edits have been made to the draft Development Agreement (Attachment 2). Those edits are:
 - a. Section 4.1.4- added reference to a new Exhibit O, which shows the areas where ground floor dwelling units are being allowed per the DA.
 - b. Section 4.1.7- deleted some of the provisions made no longer applicable by Ordinance No. 804 (Ground floor requirements in the CBD)
 - c. Section 4.1.8 – Regarding the temporary adaptive reused of the existing warehouse on the site, changed “may” to “will”. In line with other edits, this change makes the temporary adaptive reuse project required instead of optional. Adjusted square footage of warehouse to a more accurate 16,000 sq/ft instead of previous 20,000 sq/ft
 - d. Section 4.1.9- added provision to capture specific step backs along 175th Street that were discussed by Council as a priority. This provision references a new Exhibit P, which illustrates the required step backs along 175th Street
 - e. Section 17.16- added the two new exhibits (Exhibit O and P) described above
 - f. Section 17.17- added a provision that the agreement is null and void if not fully executed by both parties upon City approval.
 - g. Exhibit I:
 - o Section 10.1: In line with proposed edit to MFTE Code to add option for 15% of units at 60%AM, edit to Exhibit I, Section 10.1 stipulates this option (rather than also allowing the 10% of units at 50%AMI)
 - o Section 14: New section stipulating the temporary adaptive reuse of the warehouse project is required, not optional, and that it will be open within 18 months of the date of the DA
 - o Section 15: captures the Miyawaki forest piece as a requirement
 - h. Exhibit O: new Exhibit to show where ground-floor residential units are allowed per the DA
 - i. Exhibit P: new exhibit capturing that important step-back along 175th Street. Updated graphics are not ready as of publication of this staff report, but will be presented at meeting.
2. During the study session, it was requested of Staff to provide a comparison of the public benefits included in the development agreement and the public benefits required by the Zoning Code for such development bonuses as the 2.5:1 Residential Floor Area Ratio (FAR)

and greater building height. The table below compares the zoning requirements for public benefits to qualify for height and FAR bonuses with similar public benefits prescribed in the development agreement.

Zoning Public Benefits	Development Agreement Public Benefits	Notes
57 and 75-foot Height bonus*		
Open space based on number of building stories	<ul style="list-style-type: none"> Two 175th Public Plazas (4,500 sq. ft. minimum) The Public Spray Park Plaza (5,600 sq. ft.) 	<ul style="list-style-type: none"> Both public benefits in the development agreement may be used to count towards the open space requirement for the height bonuses, or they may be used to count towards commercial design standard requirements, or they may count towards Residential FAR bonus. However, they may not count towards more than one of these.
Select two or more of the following: <ul style="list-style-type: none"> Gold LEED® or higher Affordable dwellings per MFTE standards Payment of extra Transportation Impact Fees Pay and install transportation improvements in the 6-Year Plan Urban public space such as a plaza Off-site environmental enhancement project Other agreed to public benefits 	<ul style="list-style-type: none"> Affordable housing 15% units @ 60% AMI The Public Spray Park Plaza (5,600 sq. ft.) 	<ul style="list-style-type: none"> To use the development agreement affordable housing to count towards one of the zoning public benefits, the affordable housing would have to be a minimum of 15% units @ 50% AMI. The Public Spray Park Plaza may count towards one of these public benefits if it has not been counted elsewhere.
2.5 Residential Floor Area Ratio**		
Select two or more of the following: <ul style="list-style-type: none"> Water Feature Pay and install non-motorized improvement Street furniture Affordable Dwellings Public Art Public plaza Enhanced Road Treatment Enhanced open space Off-site environmental enhancement project Gold LEED® or higher Bus Stop Facilities Transportation Improvements 	<ul style="list-style-type: none"> Public Spray Park Feature The Public Spray Park Plaza (5,600 sq. ft.) 175th Public Plazas (4,500 sq. ft.) 	<ul style="list-style-type: none"> The Public Spray Park Feature may count towards one of the zoning public benefits but would have to be maintained operational in perpetuity. The public plazas may count towards one of these public benefits if they are not counted elsewhere.

Zoning Public Benefits	Development Agreement Public Benefits	Notes
Select one or more of the following: <ul style="list-style-type: none"> • 10% Affordable housing @ 80% AMI • 05% Affordable housing @ 50% AMI • Pay and install Transportation improvements in the 6-Year Plan 	<ul style="list-style-type: none"> • Affordable housing 15% units @ 60% AMI 	<ul style="list-style-type: none"> • Because the code is 10% units @ 80% AMI, if the project provides 15% @ 50% AMI, it may count towards one of the zoning public benefits if it is not counted elsewhere.
Not applicable	Advance payment of \$1 million in Park Impact Fee	Applicant receives credit against future park impact fee payments.
Not applicable	Dedication of 138 th Avenue NE right-of-way	Applicant receives credit against future transportation impact fee payments.
* Height bonus requires public benefits must exceed those provided without the height bonus ** Residential Floor Area Ratio requires public benefits to be beyond those required to satisfy other requirements of the code		

RECOMMENDED MOTIONS:

This item is for discussion only. No formal action recommended

ATTACHMENTS

- 1) Resolution No. 675
- 2) Proposed Development Agreement w/revisions
- 3) Conceptual Renderings
- 4) Staff Report from February 17, 2026, Council Meeting

RESOLUTION NO. 675

**RESOLUTION OF THE WOODINVILLE, WASHINGTON CITY COUNCIL
APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT WITH GREEN PARTNERS LLC; AND AUTHORIZING THE CITY
MANAGER TO TAKE ADDITIONAL ACTIONS CONSISTENT WITH SUCH
AGREEMENTS AND THIS RESOLUTION.**

WHEREAS, the Washington State legislature authorizes development agreements pursuant to RCW 36.70B.170 through 36.70B.210; and

WHEREAS, the City Council set forth the procedures and criteria for development agreements in Chapter 21.85 WMC; and

WHEREAS, Green Partners, LLC requested to enter into a development agreement with the City Council for a proposed development of 19.17 acres of land described as the Midtown Woodinville project; and

WHEREAS, upon review of the Midtown Woodinville Traffic Impact Analysis (March 2025, Transpogroup) the City determined that the project proposed with the mitigation measures set forth in the development agreement meets the City's standards for transportation concurrency approval and mitigates any significant adverse impacts to the City's transportation system; and

WHEREAS, after providing notice consistent with WMC 21.85.030, the Planning Commission held a public hearing to receive public testimony on the proposal on January 28, 2026; and

WHEREAS, the City issued a project Mitigated Determination of Nonsignificance (DNS), File No. SEP25001, for the development pursuant to WAC 197-11-340(2) and WAC 197-11-350 on August 25, 2025; and

WHEREAS, after the Woodinville Planning Commission reviewed the proposal and received public comments, they sent the proposed Development Agreement along with public comments and suggestions on the proposed terms of the development agreement to the City Council; and

WHEREAS, the Woodinville City Council received and considered the public comments and Planning Commission suggestions on the proposed terms of the development agreement; and

WHEREAS, the City Council finds that approval of this development agreement will promote public health, safety, and general welfare within the City of Woodinville and is in the City's best interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Development Agreement. The Woodinville City Council hereby approves the Development Agreement between the City of Woodinville and Green Partners LLC for redevelopment of real property, as shown in Exhibit A, and authorizes the City Manager to execute the same in substantially the form as shown in Exhibit A.

RESOLVED this _____ day of _____ 2026

Sarah Arndt, Mayor

ATTEST/AUTHENTICATED:

Katie Hanke, City Clerk

DEVELOPMENT AGREEMENT

City of Woodinville and Green Partners, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of **[Month, Day], 2026**, by and between GREEN PARTNERS, LLC a Washington limited liability company ("Owner"), and the CITY OF WOODINVILLE, a Washington optional municipal code city (the "City"). Owner and City are sometimes referred to herein individually as "Party" or collectively as the "Parties".

BACKGROUND AND CONTEXT

- A. Owner owns a site approximately 19.17 acres in size and more particularly described on **Exhibit A** attached hereto (the "Real Property"), which Real Property is in the Central Business District zone of the City.
- B. Woodinville Municipal Code ("WMC") 21.85.020 et seq. authorizes the execution of development agreements which address the "ground rules" for review and development applications and construction of projects, define the scope and timing of projects, confirm applicable regulations, and specify mitigation measures. This Agreement between Owner and the City is a collaboration that will provide mutual benefit for the parties, residents, and businesses of the Woodinville downtown, and the region.
- C. Owner is proposing the demolition of existing improvements on the Real Property and the construction of a new development to be known as **MIDTOWN WOODINVILLE** (the "Project"). The Project is expected to include a mix of uses, including but not limited to retail, restaurants, office, hotel, and dwelling units (multifamily apartments, senior living, and townhomes). A conceptual overall site plan for the Project (the "Overall Site Plan") is shown on **Exhibit B** attached hereto. All the uses would be integrated into the Project in a manner that supports the vision and goals of the City's Comprehensive Plan and its Eleven Guiding Principles, the Downtown Vision and Illustrative Guide, and the Downtown Streetscape Master Plan adopted by Resolution Nos. 430 and 630.
- D. Given the size of the Project, it is not reasonable to construct the entire development at one time, and therefore, as set forth in Section 5 below, the Project is expected to be constructed in phases (each, a "Phase"). The area of each anticipated Phase is shown on the Overall Site Plan.
- E. Owner and the City agree that the Project is projected to provide benefits to the City in the form of developer-constructed public improvements such as the northern portion and southern portion of the 138th Avenue NE extension, NE 171st Street and 138th Avenue NE intersection, the extension of 139th Avenue NE to NE 173rd St, frontage improvements to NE 175th Street and NE 173rd Street, street and sidewalk improvements, open space, public landscaping, as well as new services and amenities for the Central Business District neighborhood.
- F. Providing for the proposed development of the Real Property affirms existing Comprehensive Plan policies for the Central Business District neighborhood and supports the City's goals for economic growth through the provision of additional housing, additional accommodations for businesses, and public amenities for current and future citizens of the City.
- G. Owner and the City desire to establish provisions for the future development of the Real Property consistent with the amount and type of development planned for the Central Business District neighborhood.
- H. Both the City and Owner recognize the benefits that both would derive from long term planning and development of the Real Property.

A development agreement must be approved by ordinance or resolution after a public hearing. A public hearing for this Agreement was held by the Planning Commission on January 28, 2026. The City Council approved this Agreement by Resolution No. _____ on _____, 2026. The City issued a project Mitigated Determination of Non-significance on August 20, 2025.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Project Description.** The Project consists of clearing, grading, and demolition of existing ground improvements and parking lots on the Real Property and the construction of a mixed-use development on the Real Property generally consistent with the Overall Site Plan attached hereto as **Exhibit B** and consisting of approximately 1,300 dwelling units (multifamily apartments, senior living, and townhomes), 200 hotel rooms, and 89,000 square feet of commercial space, consisting of, but not limited to uses such as retail, restaurants, and office. Primary vehicular access to the Project will be provided by NE 175th Street, NE 173rd Street, NE 171st Street, and the future 138th Avenue NE grid road. Notwithstanding the provisions of this Agreement, Owner may elect to build all, part, or none of the proposed Project depending on conditions at the Real Property and/or market conditions, provided that if Owner ceases development of the Real Property after commencing construction of any Phase (as defined in Section 5 below), the construction of that Phase must be completed or otherwise brought to conditions that are in compliance with the Vested Code.
2. **Permitted Uses.** All uses permitted by applicable zoning in the Vested Code (as defined in Section 12 below) shall be permitted within the Project.
3. **Maximum Allowable Development.** The maximum amount of development on the Real Property is proposed to be 1,300 dwelling units, 200 hotel rooms, and 89,000 square feet of commercial space as calculated by applicable zoning regulations in the Vested Code. If the applicable zoning regulations increase the maximum allowable development on the Real Property above this threshold, then Owner may request to be bound by future amendments as provided in Section 15 below.
4. **Applicable Development Standards.**
 - 4.1 Development Standards. The Project shall be subject to the development standards established by the applicable provisions of the Vested Code, provided that:
 - 4.1.1. Height. Buildings and structures on the Property shall be authorized to be built to the bonus height standards beyond the Maximum Height in the Vested Code as permitted by WMC 21.32.040(4)(b) (57-foot maximum) and WMC 21.32.040(4)(c) (75-foot maximum height in the East Frame Design District), provided all conditions for the height bonuses are satisfied.
 - 4.1.2. Residential Density. Buildings on the Property shall be authorized for bonus residential floor area ratios set forth in WMC 21.32.050(3), including the bonus residential floor area ratio of two and one half ((2.5:1) usable floor area/lot area in square feet) set forth in WMC 21.32.050(3)b) and WMC 21.11A.070, provided the Project or a phase thereof contributes public benefits consistent with the corresponding subsection of WMC 21.32.050(3).
 - 4.1.3. Private Streets. Subject to review and approval by the Public Works Director, the Project shall be authorized to develop certain internal private streets that will be

built to the road standard generally set forth on the Road Standards diagram attached hereto as **Exhibit C**.

- 4.1.4. Ground Floor Residential. Ground floor residential is authorized provided the conditions in WMC 21.42.040(1)(b) are satisfied. Ground floor residential uses are only approved as shown in Exhibit O.
- 4.1.5. Open Space. Each phase of the Project must comply with requirements under the WMC as they relate to Open Space requirements but shall be measured as per the amount required throughout the entire project, allowing for flexibility between Phases, consistent with Section 5.1 below.
- 4.1.6. Whole Site. Because of the integrated nature of this Project, which will continue to function as one site, while being divided into separate lots and built in different phases, compliance with development standards, including, but not limited to, improvements to site access, interior circulation, parking areas, open space, drainage facilities, landscaping, density requirements such as maximum floor area ratio, allowed ground-floor residential, required ground-floor commercial, and coverage standards shall be calculated by considering the entire Real Property; provided, adequate measures approved by the City are recorded to ensure future compliance with development standards.
- 4.1.7. Design Standards. Substantial compliance with The City of Woodinville Downtown Vision & Illustrative Guide: June 2018, approved by the City Council pursuant to Resolution No. 524 shall be achieved with design standards for the Project, as authorized by WMC 21.33.030. The design review procedures in the commercial design standards shall apply.
- 4.1.8. Warehouse Adaptive Reuse Standards. Owner will seek temporary use permits to retrofit and adaptively-reuse the existing warehouse building and attached structures consisting of roughly 16,000 square feet located at 13621 NE 175th Street, (Parcel #s 1026059096 & 1026059055). As an interim condition, not to exceed the length of this agreement, the Owner seeks departures from the design standards that may be authorized under WMC 21.33.030 for the specific departures described and illustrated in Exhibit G and interim conditions described in Exhibit H.
- ~~4.1.8.~~ 4.1.9. 175th Building Step Back. Buildings facing and within 20 feet of the NE 175th Street right-of-way shall incorporate a building step backs into building facades fronting NE 175th Street as shown in Exhibit P.

5. **Phasing & Flexibility.**

- 5.1 The Project is anticipated to be constructed in phases as shown on the Overall Site Plan, which may or may not correspond to their actual order. The Owner may modify development of the phases and the mix of development in each phase at its discretion, provided such modifications are consistent with the applicable terms of this agreement and the Vested Code.
 - 5.1.1. Phase 1 / East Block: Will be located south of NE 175th Street and east of 138th Avenue NE.
 - 5.1.2. Phase 2 / North Block: Will be located west of 138th Avenue NE and immediately south of NE 175th Street.

- 5.1.3. Phase 3 / Central Block: Will be located west of 138th Avenue NE and immediately north of NE 173rd Street.
- 5.1.4. Phase 4 / West Block: Will be located west of Phase 2 and Phase 3 and immediately south of NE 175th Street.
- 5.1.5. Phase 5 / South Block: Will be located east of 138th Avenue NE and south of Woodin Creek.
- 5.1.6. Adequacy of Infrastructure at Each Phase. Each Phase shall be designed so that the necessary infrastructure to support that Phase (including water, sewer, stormwater management, electrical power, streets, and other utilities) is either in place or will be built with that Phase and does not rely on infrastructure to be built in a later Phase. In addition, for purposes of transportation mitigation, phasing of transportation infrastructure will be as described in Section 6 below.
- 5.2 Completion of Phases. Owner may, at Owner's discretion, develop each Phase separately or may develop multiple Phases simultaneously. Owner may develop Phases in such order as Owner deems prudent and desirable at Owner's discretion. For the avoidance of doubt, the numbers used to identify each Phase are for identification purposes only. The sequential nature of such identifiers shall not be interpreted to require that any Phase must be developed before or after any other Phase. Upon issuance of a certificate of occupancy ("CO") for any Phase of the Project, the Owner may request, and the City may approve and, if approved, the Owner shall record a Certificate of Satisfaction, in a form substantially similar to the notice attached as **Exhibit D**, for that Phase.
- 6. **Mitigation of Project Transportation Impacts**. Along with payment of transportation impact fees, Owner shall mitigate associated transportation impacts by constructing infrastructure improvements for each phase of the Project and, with the exception of any incomplete improvements otherwise subject to an agreement between City and Owner, must complete and obtain acceptance of the improvements from the City, including as-builts approved, right-of-way and easements dedicated, prior to issuance of a final CO for any building in that Phase consistent with WMC 21.62.120.
 - 6.1 Construction Impacts. Construction of transportation improvement work will be separated into East Phase and West Phase work. The East Phase is comprised of and triggered by any work within the East Block or South Block phases. The West Phase is comprised of and triggered by any work within the North Block, Central Block, or West Block phases.
 - 6.2 East Phase Transportation Improvements.
 - 6.2.1. During the East Phase, Owner shall: (i) construct and dedicate to the City or contribute funding for certain public improvements that are part of the City's Schedule of Transportation System Improvement Projects and constitute system improvements as defined in WMC 3.39.030 ("System Improvements"); (ii) construct and dedicate to the City certain improvements that are internal to the Project site or otherwise do not qualify as System Improvements (as further defined below, "Project Infrastructure Improvements"); and (iii) dedicate real property for purposes of public right-of-way and public easement use by the City (as further defined below, "Dedications"), all generally shown in **Exhibit F**.
 - 6.2.2. Category 1 - East Phase System Improvements. "System Improvements" for purposes of the East Phase are:

- 6.2.2.1. Street improvements to 138th Avenue NE between NE 175th Street and NE 173rd Street; and
- 6.2.2.2. Street improvements to 138th Avenue NE between NE 173rd Street and NE 171st Street; and
- 6.2.2.3. Stream crossing bridge on 138th Avenue NE over Woodin Creek; and
- 6.2.2.4. Intersection connection at NE 171st Street and 138th Avenue NE with the transition to existing streets as shown in **Exhibit F**; provided, that if prior to the expiration of this agreement, the intersection is constructed as a roundabout, the Owner's contribution shall be its proportionate share, constituting the percentage of trips through such intersection attributable to the Project as determined by a Traffic Impact Analysis acceptable to the City.
- 6.2.3. Category 2 – East Phase Project Infrastructure Improvements. “Project Infrastructure Improvements” for purposes of the East Phase are:
 - 6.2.3.1. Frontage improvements along NE 175th Street frontage, repair any pavement damaged during installation of utilities as directed and approved by the Public Works Director.
 - 6.2.3.2. Street improvements to 139th Avenue NE from NE 175th Street to NE 173rd Street as shown in **Exhibit F**.
- 6.2.4. Category 3 - Dedications. “Dedications” for purposes of the East Phase are dedications to the City of the following real property interests:
 - 6.2.4.1. Public right-of-way as needed to the City along the entire frontage of Phase 1 of the Real Property;
 - 6.2.4.2. Public right-of-way and easements associated with construction of 138th Avenue NE and NE 171st Street Improvements to the City; and
 - 6.2.4.2.1 Dedication of this right-of-way and/or easements, at the discretion of the City, and as generally shown in **Exhibit F**, necessary to construct the design and alignment of a roundabout as determined by the City, shall be the obligation of Owner by virtue of this Development Agreement regardless of whether the Project or any phase thereof is developed or abandoned by Owner. Dedication will occur either at time of construction of improvements as part of East Phase or termination of this agreement per Section 16. Owner shall be entitled to Transportation Impact Fee Credits as provided for in WMC 3.39.110 for the Right-of-Way dedication.
 - 6.2.4.3. Public right-of-way and easements associated with construction of 173rd Street NE
 - 6.2.4.3.1 Dedication of this right-of-way and easements, necessary to construct the design and alignment for 173rd Street NE, as determined by the City, shall be the obligation of Owner upon execution of this Development Agreement regardless of whether project or phase is developed or abandoned. Dedication will occur either at time of construction improvements constructed as part of East Phase or

termination of this agreement per Section 16. Termination of this agreement shall not terminate this obligation.

6.2.4.4 Public right-of-way and easements associated with construction of 139th Avenue NE to the City as shown in **Exhibit F**.

6.3 **West Phase Transportation Improvements**. During the West Phase, Owner shall construct the "West Phase Improvements" that are generally shown in Exhibit F. The West Phase Improvements shall be installed so that each Phase within the North, Central, and West Block has adequate infrastructure per Section 5.1.6. Improvements required for work in each Block in the West Phase are identified in this Section 6.3.

6.3.1. North Block Improvements

6.3.1.1. Construction of street improvements to NE 174th Street from 138th Avenue NE west to 137th Avenue NE; and

6.3.1.2. Dedication of public access easements to the City associated with the construction of NE 174th Street and 137th Avenue NE.

6.3.1.3. Construction of street improvements to 137th Avenue NE from NE 174th Street to NE 175th Street; and

6.3.1.4. Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along NE 175th Street along the north property line of the Real Property in conformance with the alignment shown in **Exhibit F**.

6.3.2. Central Block Improvements

6.3.2.1. Construction of street improvements to NE 174th Street from 138th Avenue NE west to 137th Avenue NE; and

6.3.2.2. Construction of street improvements to 137th Avenue NE from NE 173rd Street to NE 174th Street; and

6.3.2.3. Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along 173rd Street NE along the south property line of the Real Property; and

6.3.2.4. Dedication of public right-of-way and/or public access easements to the City associated with the construction of NE 174th Street, 137th Avenue NE as shown in **Exhibit F**.

6.3.3. West Block Improvements

6.3.3.1. Construction of street improvements to 137th Avenue NE from NE 173rd Street to NE 175th Street; and

6.3.3.2. Dedication of public right-of-way and/or access easements to the City associated with the construction of NE 174th Street as shown in **Exhibit F**.

6.3.3.3. Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along NE 175th Street along the north property line of the Real Property in conformance with the alignment shown in **Exhibit F**.

7. Haul Route: Owner may utilize 138th Avenue NE south of NE 175th Street, and NE 171st Street for construction. Owner may utilize 138th Avenue NE north of NE 175th Street to cross over NE 175th Street when necessary for construction for Phase 1 only. Owner may utilize temporary construction access from NE 171st Street and a pre-existing crossing over Woodin Creek on the property south of 139th Avenue NE until it will be removed for creek mitigation. A depiction of construction haul routes is included in Exhibit E.
8. **Transportation Impact Fee Credits/Refunds.** The City shall provide transportation impact fee credits for the actual direct and indirect costs of design and construction of system improvements in accordance with WMC 3.39.110.
9. **Development & Subsequent Approvals.** The Project may utilize approvals previously granted by the City, and the Parties agree that the Owner shall be required to obtain certain subsequent approvals as required by the Woodinville Municipal Code.
 - 9.1 Environmental Review. The Project has been reviewed pursuant to the requirements of SEPA. A project Mitigated Determination of Non-Significance ("MDNS") was issued for the Project on August 20, 2025.
 - 9.2 Concurrency. The City's transportation concurrency regulations are adopted in accordance with the Growth Management Act (see RCW 36.70A.070(6)(b)). Their purpose is to ensure that the City's transportation system is adequate to serve future development at the time the development is available for occupancy without decreasing current service levels below established minimum standards. The City has reviewed a traffic impact analysis (*MIDTOWN Woodinville Transportation Impact Analysis*) prepared by Transpo Group dated March 10, 2025, and determined that all Phases of the Project satisfy the City's standards for transportation concurrency approval and mitigate any significant adverse impacts to the City's transportation system. Transportation concurrency is granted for the following:
 - 1,300 dwelling units;
 - 45,000 square feet of restaurant space;
 - 36,500 square feet of retail space;
 - 7,500 square feet of Tasting Room space; and
 - 200-room hotel.
 - 9.3 Urban Stream Designation. The portion of Woodin Creek located on the Real Property has been designated an Urban Stream (see **Exhibit L**) pursuant to WMC 21.51.410(1)(b)(iv) and the critical area determination in File No. CAD21004 as amended by File No. CAD21004.A01. Mitigation measures to qualify for Urban Stream designation shall be installed prior to a certificate of occupancy being issued for any of the phases.
 - 9.4 Subsequent Approvals. The Parties agree that the Owner shall be required to obtain from the City several future permits and approvals for development of the Property (collectively, the "Subsequent Approvals"). Subsequent Approvals shall include, but are not limited to,

the following: Binding Site Plan/Boundary Line Adjustment, site plan reviews, site development permits, design review approvals, right-of-way and building permits. Subsequent Approvals shall be reviewed and approved pursuant to the Vested Code as set forth in Section 12.

10. **Utilities.** The Project will provide for all sanitary sewer, water, and storm water utilities.
 - 10.1 Sanitary Sewer. The Project will connect to existing sanitary sewer lines located on or adjacent to the Real Property. Certificate of Sewer Availability is required for each phase of the development from Woodinville Water District.
 - 10.2 Water. The Project will connect to existing water lines located on or adjacent to the Real Property. Certificate of Water Availability is required for each phase of the development from Woodinville Water District.
 - 10.3 Storm Water. Storm water runoff from the Project will be treated as required by the 2021 King County Storm Water Design Manual and any amendments to the manual adopted by the City as well as other applicable regulations, including detention and treatment in underground vaults on the Real Property.
11. **Public Benefits.** Owner shall provide the public benefits set forth on Exhibit I attached hereto. Consistent with the public benefits provisions for development agreements in WMC 21.85.020(2) and WMC 21.85.040(4), the public benefits of affordable housing will be provided in multifamily rental phases of the Project. The Project also will provide public benefits and utilize additional height and density (floor area ratio) bonuses under the incentive options provided in WMC 21.32.040 and WMC 21.32.050.
12. **Vested Rights.** The regulations referenced in this Section 12 shall be referred to as the “Vested Code.”
 - 12.1 Development Regulations. Owner shall have the right to develop the Property, including construction of uses, amenities and infrastructure, subject to this Agreement and City development regulations in Titles 21, 12, and 15 WMC and the provisions of the 2024 Woodinville Comprehensive Plan as they exist on the Effective Date of this Agreement (as defined by Section 17.17) for the full duration of this Agreement.
 - 12.2 Impact Fees. Transportation, park, and school impact fees will be paid prior to building permit issuance consistent with the following:
 - 12.2.1. Transportation Impact Fees. For the duration of this Agreement, Owner shall be vested to and responsible to pay to the City at building permit issuance a transportation impact fee of \$3,760 per p.m. peak hour person trip pursuant to Chapter 3.39 WMC.
 - 12.2.2. Park Impact Fees. For the duration of this Agreement Owner shall be vested to and responsible to pay to the City at building permit issuance a park Impact fee of \$3,175 per dwelling unit pursuant to Chapter 3.36 WMC.
 - 12.2.3. School Impact Fees. For the duration of this Agreement, Owner shall be responsible for paying school impact fees in effect at the time of the issuance of a building permit pursuant to Chapter 3.38 WMC.
 - 12.2.4. Offsets to Impact Fees. Payment of transportation and park impact fees shall be subject to any credits and refunds Owner is eligible for under Chapters 3.36 and

3.39 WMC, including the fair market value of any right-of-way dedicated for a qualifying transportation improvement.

12.3 **Building Code Standards.** Notwithstanding the provisions of Section 12.1, the State Building and Energy Codes set forth in Chapters 19.27 and 19.27A RCW and as adopted by the City in Chapter 21.62 WMC that are in effect as of the date of the filing of complete application for each building permit within the Project, and not Section 12.1, shall govern the City's review and approval of each building permit within the Project.

12.4 **Other Regulations & Compliance.**

12.4.1. As provided for in RCW 36.70B.170(4), the City reserves the authority to impose new or different officially adopted regulations of general applicability, but only if and to the extent required by a serious threat to public health and safety, as determined by the City Council after notice and an opportunity to be heard has been provided to Owner. Further, the proposed development shall not vest against any environmental protection regulations the adoption or revision of which is mandated by state or federal law. The Project shall not be subject to any development moratoria the City may adopt after the date of this Agreement unless necessitated by a serious threat to the public health, safety, and welfare, or as may be required by mandates in state or federal law.

12.4.2. In addition to any other easements and dedications required herein, Owner shall provide the City with easement(s) or other recorded authorization(s) for the City or its designee to enter onto the Real Property as and where reasonably necessary in order to inspect storm drainage facilities located on the Real Property and discharging, directly or indirectly, to the City's storm drainage systems. The City may apply such requirements as conditions for approving permits or other City approvals.

13. **Environmental Review.** Environmental Review for the build-out of the Project was completed and a SEPA decision for a Mitigated Determination of Non-Significance ("MDNS") was issued. No further environmental review is anticipated for all Subsequent Approvals unless such future actions require an addendum or new environmental review pursuant to WAC 197-11-600 as adopted by reference in WMC 21.52.210.

14. **Modifications to WMC.** Although the Project shall be vested to the development regulations in effect on the date of this Agreement, Owner may request to be bound by future amendments to the WMC. Such request shall be reviewed and decided as an amendment of the agreement consistent with Section 15. Except for the Termination Date (as defined in Section 16.1), any of the dates set forth in this Agreement may be revised administratively by agreement between Owner and City Manager, or designee.

15. **Amendment of Agreement.** This Agreement (including the Exhibits hereto) contains all terms, conditions, and provisions agreed upon by the Parties, and shall not be modified except by written amendment executed by both Parties. Without limitation of the provisions of Section 17.14 hereof, Green Partners' successor(s) to the Real Property or to one or more Phases of the Project comprising any lot lying within the Real Property, as established by the BSP, may seek amendment of this Agreement solely with respect to such successor's lot(s), subject to the terms of all recorded private covenants or restrictions applicable to such lot(s). The City shall have no obligation to determine whether any private covenants or restrictions apply to such lot(s).

15.1 **Major Modifications.** A "Major Modification" is an alteration that changes the original purpose or intent of the Project, increases the intensity of the Project, or creates or increases any significant impacts as determined by the City Manager. This may also include Owner requests to be bound by future amendments to the Woodinville Municipal

Code that such modification the City Manager determines should be decided by the City Council.

- 15.2 **Minor Modifications.** A “Minor Modification” is an alteration to the Project that does not change the original purpose or intent of the Project, does not increase the intensity of the Project, and does not create or increase any significant impacts as determined by the City Manager.
- 15.3 **Modification Process.** A Major Modification must obtain approval from the City Council following the procedures set forth in WMC 21.85. A Minor Modification may be approved by the City Manager, or designee. The City Manager or designee shall determine whether a proposed modification is major or minor under this Section 15.
16. **Term of Agreement.** The term of this Agreement shall be ten (10) years from the Effective Date (as defined by Section 17.17).
- 16.1 The date that is ten (10) years from the Effective Date shall be the “Termination Date”.
- 16.2 This Agreement shall terminate upon the earliest of (i) the Termination Date, (ii) issuance of the certificate of occupancy for the final Phase of the Project, and (iii) the effective date of a written notice by Owner to the City terminating this Agreement. Upon such termination, the City shall record a notice of termination in a form substantially similar to that notice attached as **Exhibit M**.
- 16.3 Termination of this Agreement shall not affect, cancel or result in termination of any of Owner’s obligations under applicable law (i) to comply with the City Comprehensive Plan and the terms and conditions of any applicable zoning or land use regulation or other land use entitlements approved with respect to the Real Property, or (ii) to pay assessments, liens, fees or taxes (all of the foregoing, collectively, “Post Termination Obligations”). The Post Termination Obligations shall continue to run with the land comprising the Real Property and shall be binding on Owner or its successors and assignees acquiring any interest in the Real Property or any portion thereof by or through Owner.
17. **General Provisions.** This Agreement includes General Provisions as outlined below:
- 17.1 **Notice.** A notice required by this Agreement between the City and Owner shall be in writing and either: (a) delivered personally, (b) sent by electronic transmission with an additional copy sent by overnight delivery service, or (c) deposited in the U.S. Mail, Certified Mail, postage prepaid, return receipt requested, and addressed as follows:
- If to the City: City Manager
 City of Woodinville
 17301 133rd Avenue NE
 Woodinville, WA 98072
 Phone: 425-489-2700
- If to Owner: Green Partners, LLC
 P.O. Box 654
 Kirkland, WA 98083
 Phone: 425-889-7900
 jasonh@cascademgt.com

Notice by hand delivery or by overnight delivery service shall be effective upon receipt. If deposited in the U.S. Mail, notice shall be deemed delivered forty-eight (48) hours after deposited. If sent by electronic transmission, such notice shall be effective upon receipt.

Any Party at any time giving notice to the other Party may designate a different address or person to which such notice or communication shall be given.

- 17.2 Interpretation. The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170, et seq., and this Agreement shall be construed to exclude from the scope of this Agreement and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If any terms of this Agreement conflict with otherwise applicable provisions of the WMC, the terms and conditions of this Agreement shall control to the extent legally permissible.

This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as: (a) a waiver of the City's constitutional and statutory powers; or (b) implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

- 17.3 Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.

- 17.4 Incorporation of Recitals. The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.

- 17.5 Covenant of Good Faith and Cooperation. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. Each Party covenants to use its best efforts and work cooperatively in order to secure the benefits, rights and cooperative development of the Property. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement.

- 17.6 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement for a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

- 17.7 Necessary Acts. Each Party shall execute and deliver to the other all other further instruments and documents that are reasonably necessary to carry out and implement this Agreement and/or Project Approvals as may be necessary to provide the Party with a full and complete enjoyment of its rights and privileges under this Agreement.

- 17.8 Authority. Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.

- 17.9 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.

- 17.10 Covenant Running with the Land. This Agreement and all provisions contained herein shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to Washington law.

- 17.11 Recording. A memorandum of this Agreement shall be recorded against the Property as a covenant running with the land and shall be binding on Green Partners and its successors and assigns. The memorandum shall be substantially in the form attached as **Exhibit N**.
- 17.12 Covenants Not Inconsistent with Project Approvals and/or This Agreement. Owner (its successors and assigns) shall have the right to record such Covenants, Conditions and Restrictions ("CC&Rs") against all or any portion of the Property provided that those CC&Rs are not inconsistent with the requirements or conditions set forth in any Project Approval or this Agreement. Such CC&Rs may be executed and recorded without review or approval by the City, except as may be required by the WMC.
- 17.13 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 17.14 Successors and Assigns. Owner shall have the right to assign or transfer all or any portion of its interest, rights, obligations or responsibilities in this Agreement, including Subsequent Approvals, to third parties acquiring an interest in Owner or the Real Property, or any portion thereof, including, without limitation, purchasers or long-term ground lessees of individual lots comprising a portion of the Real Property. Such assignments or transfers shall be made pursuant to a written agreement without the necessity of consent by the City. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors as provided by RCW 36.70B.190.
- 17.15 Attorneys' Fees. In the event of any dispute concerning this Agreement, the prevailing Party (or substantially prevailing Party, if no one Party prevails entirely) shall be entitled to receive its attorneys' fees and costs at trial, at any alternative dispute resolution proceeding, and on appeal.
- 17.16 Exhibits. This Agreement includes the following exhibits which are incorporated herein by this reference as if fully set forth:
- | | |
|-------------------|---|
| Exhibit A: | Legal Description of Real Property |
| Exhibit B: | Overall Site Plan |
| Exhibit C: | Road Standards |
| Exhibit D: | Certificate of Satisfaction |
| Exhibit E: | Haul Routes |
| Exhibit F: | Public Improvements |
| Exhibit G: | Warehouse Adaptive Reuse Standards- Design Departures |
| Exhibit H: | Warehouse Adaptive Reuse Standards- Interim Conditions |
| Exhibit I: | Public Benefits |
| Exhibit J: | NE 175 th St Public Plaza |
| Exhibit K: | Spray Park Feature |
| Exhibit L: | Urban Stream Designation |
| Exhibit M: | Notice of Termination |
| Exhibit N: | Memorandum of Agreement |
| <u>Exhibit O:</u> | <u>Locations approved for ground floor residential uses</u> |
| <u>Exhibit P:</u> | <u>Building Façade Step Backs Facing NE 175th Street</u> |
- 17.17 Effective Date. This Agreement shall be effective upon the last date this Agreement was executed by all Parties (the "Effective Date"). Agreement shall be null and void if not fully executed by both parties and copies of such provided to both parties within 90 days of approval action by the City.

- 17.18 Counterparts. This Agreement may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears, and all such counterparts shall constitute one document.
- 17.19 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

CITY OF WOODINVILLE
a Washington Municipal Optional Code City

Brandon Buchanan, City Manager

Date: _____

APPROVED AS TO FORM:

Jeffrey Ganson, City Attorney

GREEN PARTNERS, LLC
a Washington limited liability company
By Mount Tolt Holdings, LLC, its Managing Member

Brian Ainsworth
Head of Real Estate Asset Management

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Brandon Buchanan, to me known to be the City Manager of the City of Woodinville that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2026.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Brian Ainsworth as an Authorized Signatory of Mount Tolt Holdings, LLC, a Washington limited liability company.

WITNESS my hand and official seal.

Signature

_____(Seal)

EXHIBITS
[BEGIN ON NEXT PAGE]

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

RECORD LEGAL DESCRIPTION FOR AREA 1

PARCEL A:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 RODS SOUTH AND 20 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 40 RODS;

THENCE WEST 20 RODS;

THENCE NORTH 40 RODS;

THENCE EAST 20 RODS TO THE POINT OF BEGINNING.

EXCEPT ROADS.

TOGETHER WITH A STRIP OF LAND 16.5 FEET WIDE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 330 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

RUNNING THENCE SOUTH 660 FEET;

THENCE WEST 16.5 FEET;

THENCE NORTH 660 FEET;

THENCE EAST 16.5 FEET OF THE PLACE OF BEGINNING;

EXCEPT THE WEST 0.5 FEET OF THE SOUTH 107 FEET OF THE NORTH 140 FEET THEREOF.

AND EXCEPT ROADS.

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY DEED RECORDED JANUARY 27, 1992 UNDER RECORDING NO. 9201270405.

PARCEL B:

PARCEL E OF WOODIN CREEK VILLAGE WOODINVILLE BLA 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

PARCEL C:

PARCEL D OF WOODIN CREEK VILLAGE WOODINVILLE BLA NO. 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

PARCEL D:

LOT 2 OF KING COUNTY SHORT PLAT NO. 1176046, AS RECORDED JANUARY 19, 1977 UNDER KING COUNTY RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL D-1:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;
THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;
THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL E:

LOT 4 OF KING COUNTY SHORT PLAT NO. 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL F:

LOT 4, KING COUNTY SHORT PLAT 976079, RECORDED MARCH 16, 1977 UNDER RECORDING NO. 7703160466, KING COUNTY, WASHINGTON.

PARCEL G:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 0°43'48" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 0°43'48" WEST ALONG SAID WEST LINE 159.56 FEET;
THENCE NORTH 89°19'17" WEST 26.28 FEET;
THENCE SOUTH 0°40'43" WEST 232.88 FEET;
THENCE NORTH 89°43'29" EAST 130.08 FEET TO A LINE 104.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 0°43'48" EAST ALONG SAID PARALLEL LINE 389.65 FEET;
THENCE NORTH 88°59'33" WEST 104.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 102605-9042-04
APN: 102605-9047-09
APN: 102605-9060-01
APN: 102605-9107-06
APN: 102605-9141-04
APN: 102605-9096-09
APN: 102605-9055-08

AREA 2

PARCEL A:

LOT 1, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL A-1:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;
THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;
THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

LOT 3, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL B-1:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL C:

BEGINNING AT A POINT 346.00 FEET WEST AND 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 107.00 FEET;

THENCE WEST 0.5 FEET;

THENCE SOUTH 520.00 FEET;

THENCE WEST 100.0 FEET;

THENCE NORTH 624.70 FEET;

THENCE EAST 100.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO KING COUNTY FOR 139TH AVENUE NORTHEAST BY DEED RECORDED MAY 15, 1986 UNDER RECORDING NUMBER 8605150915.

APN: 102605-9130-07

APN: 102605-9140-05

APN: 102605-9043-03

EXHIBIT B

OVERALL SITE PLAN



EXHIBIT C

ROAD STANDARDS

For Private Streets Only

For private through-block roadway, shown on Overall Site Plan West Block:

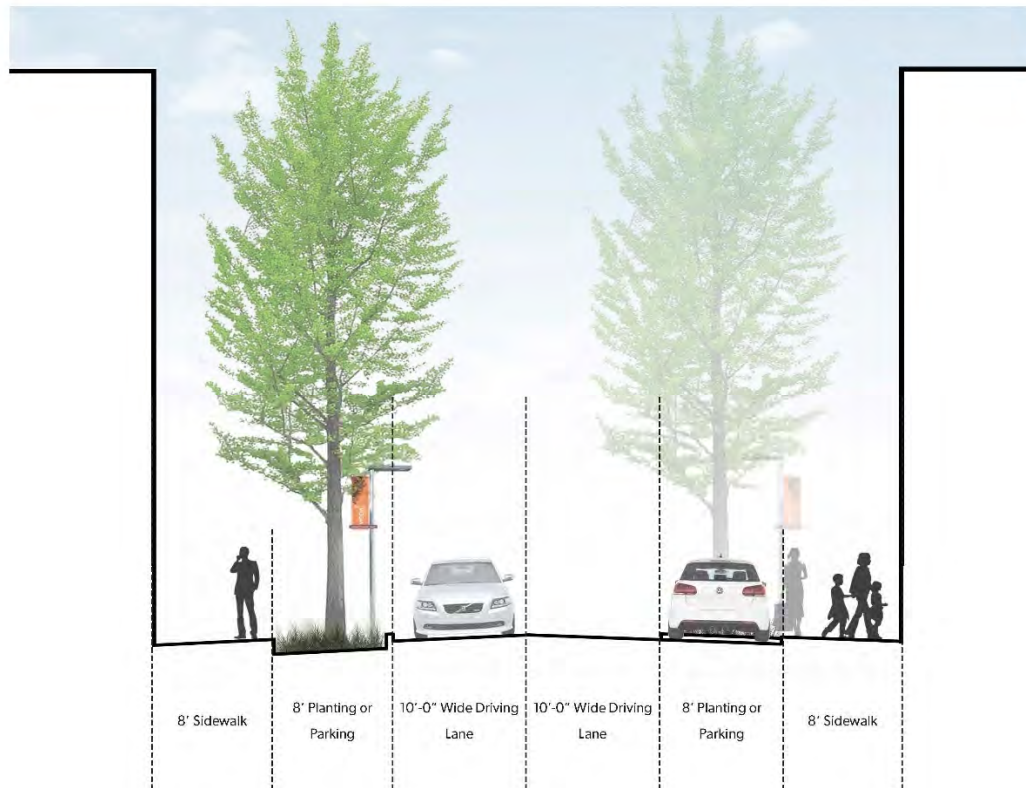


EXHIBIT C (CONTINUED)

Proposed Minimum Standards for:

137th Ave NE, and NE 174th Street

(Adjusted standard detail 181 for CBD Lane)

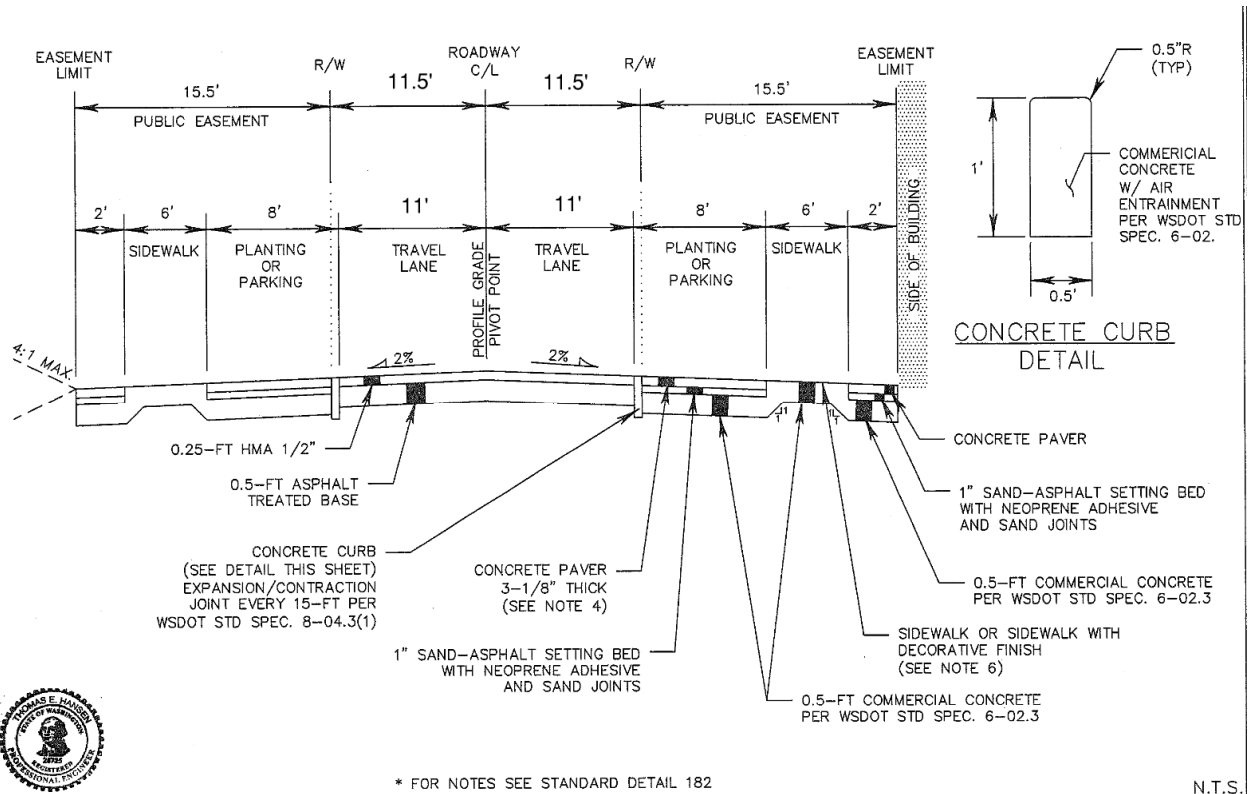


EXHIBIT D

CERTIFICATE OF SATISFACTION

AFTER RECORDING, PLEASE RETURN TO:

City of Woodinville
Attn: City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

CERTIFICATE OF SATISFACTION

This CERTIFICATE OF SATISFACTION (this “Certificate”) is issued as of the ____ day of _____, 20____, by the CITY OF WOODINVILLE, a Washington municipal corporation (“City”), to Green Partners, LLC, a Washington limited liability company, and/or its successors and assigns (“Developer”), pursuant to the Development Agreement referenced below.

RECITALS

A. Reference is made to that certain Memorandum of Agreement of Development Agreement by and between the City of Woodinville and Green Partners, LLC, for The Midtown Woodinville development entered as of [date], recorded [date] (the “Development Agreement”), under Recording No. [#####] (the “Memorandum”). Capitalized terms used and not defined herein shall have the meanings assigned thereto in the Development Agreement.

B. [Reference the Phasing plan under the Development Agreement.] Phase ____ of the Project encompasses the property legally described in attached Exhibit 1 hereto (the “Property”).

C. This Certificate is being delivered by City in accordance with, and as required by, Section 5.2 of the Development Agreement.

NOW THEREFORE, City hereby acknowledges that, as of the date hereof, the City has issued a certificate of occupancy for Phase ____ of the Project and that the City is satisfied that each condition set forth in the Development Agreement relating to the design and construction of such phase has been satisfied. This Certificate is issued solely for the purposes stated in Section 5.2 of the Development Agreement, is issued solely to Developer and not to or for the benefit of any other person, and does not constitute a representation or warranty by the City for any other purpose.

Notwithstanding this Certificate, Section 16.3 of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this Certificate affects such survival.

[Signature Page Follows]

IN WITNESS WHEREOF, City has executed and delivered this Certificate as of the date first set forth above.

CITY OF WOODINVILLE

By: [form only; not for execution]

Name: _____

Title: _____

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

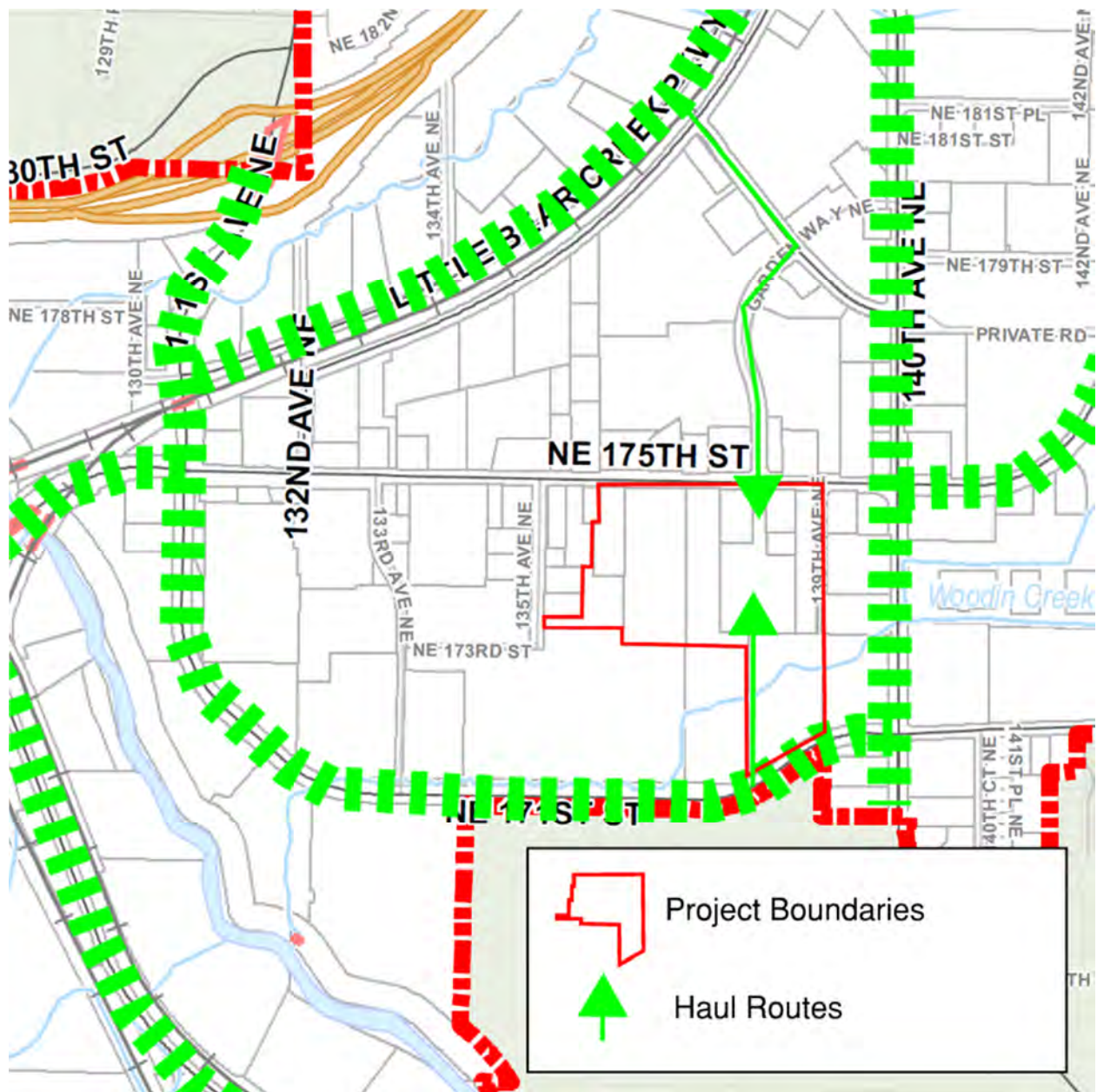
Printed: _____

NOTARY PUBLIC in and for Washington

Residing at: _____

My appointment expires: _____

EXHIBIT E: HAUL ROUTES



East Phase Improvements



West Phase Improvements

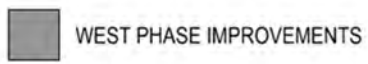


EXHIBIT G:
WAREHOUSE ADAPTIVE REUSE STANDARDS- DESIGN DEPARTURES

Pursuant to WMC 21.33.030 and the Downtown Vision & Illustrative Guide (2018)

The following departures from the Commercial Design Standards in **Chapter 21.33 WMC** are authorized for the Project as part of this Development Agreement. Each departure is explicitly tied to an identifiable code requirement and is justified based on the adaptive reuse of the existing agrarian warehouse-style building and consistency with the Downtown Vision & Illustrative Guide.

Departure 1:

Departure 1 – Weather Protection Requirements (WMC 21.33.240)

Authorized Departure:

Weather protection elements—such as canopies, awnings, overhangs, or recessed entries—otherwise required at building entrances, secondary entries, retail storefronts, and retail garage doors are not required. This supports preservation of the historic agrarian warehouse-style appearance and is consistent with the Downtown Vision & Illustrative Guide.

Code Provisions Departed From:

- WMC 21.33.240(2)(a): Requires weather protection at least 6 feet deep over primary entries.
- WMC 21.33.240(2)(b): Requires compliance with weather-protection provisions along pedestrian-oriented streets pursuant to WMC 21.33.110(2)(b).
- WMC 21.33.240(2)(c): Sets required canopy height limits (8–15 ft).
- WMC 21.33.240(2)(d): Specifies allowable canopy materials and prohibits unapproved corrugated metal.

Scope of Departure:

- Elimination of required overhead weather protection at all building entrances and storefronts.
- Removal of material, dimension, and height restrictions applicable to required canopies.
- Authorization for an intentionally un-canopied façade consistent with the preserved agricultural form.
- Clear retail-style garage doors may be used without required weather protection elements.

Departure 2:

Departure 2 – Human Scale Measures (WMC 21.33.320)

Authorized Departure:

The existing building, classified under WMC 21.33.320(2)(a)(ii) as requiring four human-scale measures, may satisfy those requirements using the following measures consistent with the agrarian reuse concept:

- WMC 21.33.320(2)(b)(iii): At least 150 sq. ft. of pedestrian-oriented space per 100 lineal feet of building façade.
- WMC 21.33.320(2)(b)(iv): First-floor individual windows—satisfied through clear, retail-style garage doors functioning as first-floor fenestration.
- WMC 21.33.320(2)(b)(v): Retention of the existing hipped roof covering at least one-half of the building footprint.
- WMC 21.33.320(2)(b)(vii): Retention of spatially defining elements such as the existing roof canopy defining the outdoor flex area on the south elevation.

Code Provisions Departed From:

- WMC 21.33.320 typically anticipates incorporation of human-scale features through new architectural elements such as balconies, bay windows, added setbacks, porches, or sculpted building modulation.
- This adaptive reuse departs from the prescriptive “new construction” interpretation of these standards.

Scope of Departure:

- Recognition that existing roof forms, canopy structures, and garage-door fenestration satisfy required human-scale elements.
- Elimination of the need to add new architectural projections, setbacks, or porches to meet the human-scale measure count.
- Substitution of agrarian building characteristics in place of traditional human-scale toolsets while still satisfying the intent of WMC 21.33.320.

Departure 3:**Departure 3 – Exterior Materials (WMC 21.33.360)****Authorized Departure:**

The existing metal exterior cladding may remain and may exceed the typical maximum façade percentage permitted for exposed exterior walls clad in metal. Retention of the cladding is intended to reinforce the authentic former agrarian warehouse character supported by the Downtown Vision & Illustrative Guide.

Code Provisions Departed From:

- WMC 21.33.360 limits the extent of metal cladding and requires exterior finishes to reflect early-1900s agrarian architectural materials, typically emphasizing masonry, wood, and high-quality non-industrial panels.
- Related design standards (e.g., WMC 21.33.310–330) discourage extensive metal siding as a primary finish.

Scope of Departure:

- Authorization for the existing corrugated or industrial metal siding to remain as the dominant exterior material.
- Removal of the material-mix requirements that otherwise limit the percentage of metal cladding on all principal façades.
- Preservation of the existing historic industrial-agrarian aesthetic rather than requiring replacement with contemporary compliant materials.

EXHIBIT H:
WAREHOUSE ADAPTIVE REUSE STANDARDS- INTERIM CONDITIONS

Interim Condition 1:

Interim Condition 1 – Off-Street Parking Requirements (WMC 21.33.110), and Interim Parking Construction Standards

Authorized Interim Condition:

Required off-street parking for the Project may be satisfied by improving existing surface parking areas located on the Project site and on adjacent parcels fronting NE 175th Street. Improved off-site parking areas under common ownership or control may be counted toward the Project's required parking supply.

Code Provisions:

- WMC 21.33.110 requires development to meet parking standards through on-site parking supply and traditional site-planning configurations.
- This interim condition allows required parking to be met through reconfiguration, resurfacing, restriping, or access improvements to existing surface lots, even where such lots are not located entirely within the Project parcel.

Scope of Interim Condition:

- Recognition of existing surface parking areas—on-site and off-site—as satisfying Chapter 21.40 WMC parking requirements.
- Use of existing impervious areas to meet parking obligations in lieu of constructing new parking facilities.
- Authorization for shared or distributed parking across multiple parcels fronting NE 175th Street.

Interim Parking Construction Standards:

- A. All interim surface parking facilities shall be constructed with a dust-free and all-weather surface.
- B. Expanded surface parking facilities shown in Figures 1 & 2 shall meet the stall design standards in WMC 21.37.070(2) and (3) and shall follow the grading requirements pursuant to Chapter 15.05 WMC and drainage requirements pursuant to Chapter 13.05 WMC. Existing surface parking facilities may be maintained in their existing condition and configuration provided drainage conditions do not result in negative impacts.
- C. Parking Lot Lighting. Adequate lighting shall be provided for safety of traffic and pedestrian circulation on the site pursuant to WMC. Lighting shall be designed to minimize direct illumination of abutting properties and adjoining streets. The Director may waive the requirements for installment of lighting if it is determined not to be necessary for the safety of traffic and pedestrian circulation.
- D. Off-street parking and access shall be compliant with the Americans with Disabilities Act and designed using standards set forth in Washington State regulations for barrier-free accessible facilities (WAC).

Interim Condition 2:

Interim Condition 2 – Landscaping Requirements (WMC 21.33.200; WMC 21.33.110(2)(g)(ii))

Authorized Interim Condition:

The Project may satisfy required street-front landscaping through a combination of in-ground planting areas and above-ground planters consistent with the Downtown Vision & Illustrative Guide. Along NE 175th Street, above-ground planters may be used in lieu of the in-ground landscaped buffer and low wall otherwise required by WMC 21.33.110(2)(g)(i).

Code Provisions:

- WMC 21.33.200 requires in-ground landscaping meeting specified plant sizes, spacing, soil volume, and installation requirements.
- WMC 21.33.110(2)(g)(i) requires a planted street-front buffer which normally includes continuous in-ground landscaping, screening, and in some cases a low wall.

Scope of Interim Condition:

- Authorization for above-ground, movable or semi-permanent planters to serve as the required landscape treatment.
- Modified plant size, soil volume, or spacing standards where dictated by planter constraints.
- Elimination of the required in-ground landscaped strip and low wall along NE 175th Street.

FIGURE 1
WAREHOUSE ADAPTIVE REUSE APPROXIMATE SITE PLAN

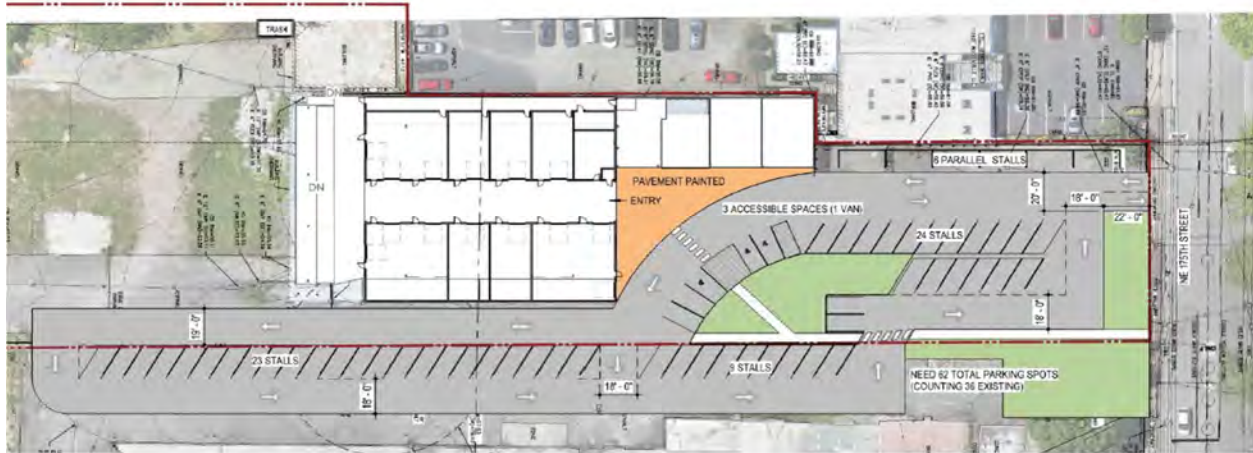


FIGURE 2
WAREHOUSE ADAPTIVE REUSE APPROXIMATE PAVING PLAN

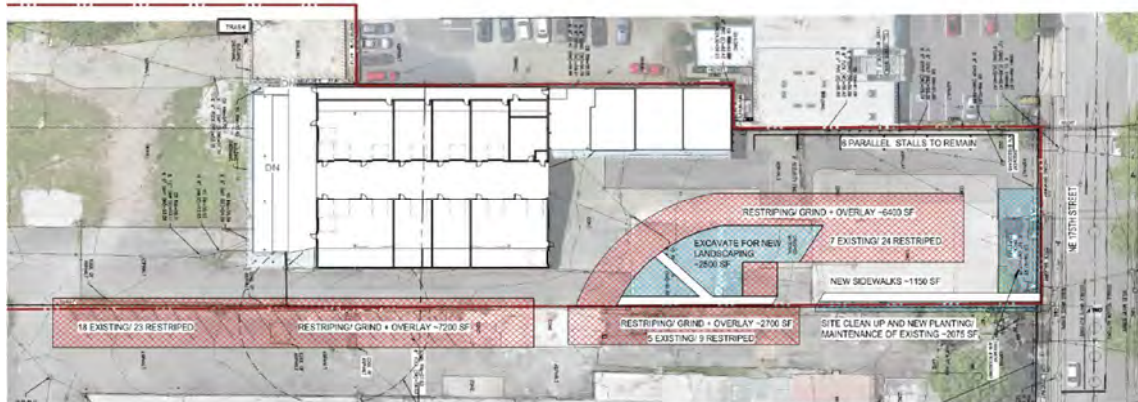


EXHIBIT I: PUBLIC BENEFITS

Redevelopment of the Property in accordance with the Concept Site Plan and this agreement will provide substantial public benefits to the community, including:

GENERAL:

1. Supporting Woodinville's Vision. The Project supports Woodinville's vision as a welcoming, family-friendly, and diverse community that supports a successful balance of neighborhoods, parks and recreation, businesses, and tourism.
2. Enhancing the Downtown. The Project helps implement the City's objective of maintaining and enhancing the downtown as an inviting place to work, shop, live, and socialize with mixed-use development, public plazas, and open space.
3. Housing Growth Target. With over a thousand proposed new dwelling units, the Project will contribute substantially towards the City's 2044 housing growth target number. This will also support the City's goal of creating a more pedestrian-friendly downtown as these homes integrate with new commercial spaces.
4. Northwest Woodland Character. The Project will continue to preserve and promote this unique identity through the Project's emphasis on including environmental elements into its design and the Project's architecture.
5. City's Streetscape Plan. The Project is committed to implementing its share of the City's streetscape plan.
 - 5.1 NE 175th Street Open Space. The Project shall:
 - 5.1.1 Include a portion of its Public Open Space directly adjacent to, and fronting NE 175th Street.
 - 5.1.2 This portion of Public Open Space shall be at least 4,500 square feet measured from ground floor building façades to the back-of-sidewalk along NE 175th Street, and be two, cohesive open spaces, and as generally shown on Exhibit J.
 - 5.1.3 This portion of Public Open Space shall count towards Public Open Space requirements per WMC Title 21.
6. Business Sales Tax. Development of the site will ensure continued collection of sales tax revenue from store sales that in part supports City operations.
7. Park Impact Fees. The Project is anticipated to generate up to \$4.1 million in park impact fees to support City parks and trails improvements.

PARK SYSTEM IMPROVEMENT- WILMOT GATEWAY PARK STAGE

8. In support of the City of Woodinville's park improvement plans, the Project will, by notice from the City, fund up to \$1 million in park impact fees in advance of park impact fees being due per Chapter 3.36 WMC in exchange for park impact fee credits that may be applied to future Phases.

AFFORDABLE HOUSING

9. The Project shall include income-restricted housing (affordable housing) as follows:
 - 9.1 In accordance with the provisions set forth in the interim zoning regulations set forth in Ordinance No. 786 and extended by Ordinances No. 795 and _____, which are incorporated into the terms of the development agreement by reference, at least 10 percent of the total dwelling units in the development must be affordable housing units made affordable for households earning up to 80 percent of the Area Median Income (AMI), adjusted for household size. If the percentage of affordable units results in any fraction, then the number of required affordable units shall be rounded up to the next whole number. Dwelling units means the same as defined in WMC 21.11A.050. Dwelling units that are ancillary and part of a Residential Care Facility shall not be included in the count of total dwelling units.
 - 9.2 For illustrative purposes, assuming the Project produces a total of 1,000 conventional dwelling units (multifamily and townhouses), a minimum 100 of the total units shall be affordable.

- 9.3 The Project shall contain a minimum of 100 affordable housing units at full build-out.
 - 9.4 The Project's first phase shall contain affordable housing units, and the first two phases containing predominantly multifamily housing shall include affordable housing units, with a minimum of 40 affordable housing units being produced. For later buildings, the choice of the Phase in which affordable units shall be included shall be at the sole discretion of the Owner.
 - 9.5 Affordable units from Phase 1 and 2 may be relocated to future phase buildings once those future buildings are complete and approved for occupancy. The City and Owner will work together, along with any necessary third party, to effectuate necessary legal documentation to achieve the purposes of Exhibit I, Section 9.3 above.
 - 9.6 WMC 21.30 sets forth specific provisions that required affordable units must satisfy including mix of units, quality and finish of units, and dispersal of units throughout a project. The location of qualifying units within the larger project is subject to the discretion of the Director, with the intent that they generally be intermingled with all other units in the development. Owner may propose locating all qualifying units in one phase or building, which the Director and City Manager may accept if such proposal is deemed to be more beneficial to the goal of creating beneficial affordable housing units. For illustrative purposes, if such concentration into a single building or phase allowed the creation of units better able to accommodate families through the provision of a significantly higher proportion of the units having 2+ bedrooms than the rest of the project, such configuration may be deemed beneficial and acceptable by the Director and City Manager. Compliance with the remaining provisions, including requirements for comparable quality and finish of units to those of market-rate units, is still mandatory.
10. The Project shall be deemed eligible for the multifamily housing tax exemption set forth in Chapter 3.43 WMC and is vested in these provisions as they exist on the effective date of this development agreement.
 - 10.1 The Project, to be eligible for said exemption, shall provide, per Chapter 3.43 WMC for each conventional multifamily rental housing component a minimum of 15 percent affordable units at 60 percent of AMI
 - 10.2 For a phase to qualify for the multifamily housing tax exemption, that phase must fully satisfy the requirements of Chapter 3.43 WMC. Multiple phases may be combined to qualify for the multifamily housing tax exemption in Chapter 3.43 WMC provided eligibility for the program shall not occur until the combined phases fully comply with Chapter 3.43 WMC.
 - 10.3 WMC 3.43.050 sets forth specific provisions that qualifying units must satisfy including mix of units, quality and finish of units, and dispersal of units throughout a project. The location of qualifying units within the larger project is subject to the discretion of the Director, with the intent that they generally be intermingled with all other units in the development. Owner may propose locating all qualifying units in one phase or building, which the Director and City Manager may accept if such proposal is deemed to be more beneficial to the goal of creating beneficial affordable housing units. For illustrative purposes, if such concentration into a single building or phase allowed the creation of units better able to accommodate families through the provision of a significantly higher proportion of the units having 2+ bedrooms than the rest of the project, such configuration may be deemed beneficial and acceptable by the Director and City Manager. Compliance with the remaining provisions, including requirements for comparable quality and finish of units to those of market-rate units, is still mandatory.
 11. Should the City Council amend the Multifamily Housing Property Tax Exemption provisions in Chapter 3.43 WMC, the Owner may request through a Minor Modification as set forth in Section 14 of this agreement to have their affordable housing commitment under this agreement modified to vest to the amended Chapter 3.43 WMC, so long as such change does not reduce the minimum number of affordable units to be provided for the entire Project. Any change that would reduce the number of affordable units of overall units for the entire Project would require a Major Modification as set forth in this agreement.

PUBLIC SPRAY PARK FEATURE

12. Green Partners and City will jointly work to design, build, and operate a “spray park feature” accessible to the public during normal daytime hours on a seasonal basis typical for the feature, which is to be located in the plaza in Phase 1 as shown in Exhibit K.
 - 12.1 Green Partners and City shall agree on a concept scope, size, budget. “Feature cost” shall include a concrete splash pad with integrated water jets and spray features, an underground mechanical vault housing pumps, filters, and chemical treatment systems, a drain and recirculation system, non-slip surfacing, perimeter seating or shade structures, and safety signage with ADA-accessible pathways.
 - 12.2 Minimum size of the spray park feature shall be approximately 900 sq/ft. Minimum size of surrounding plaza shall be approximately 5,600 sq/ft, not inclusive of spray park feature.
 - 12.3 Green Partners will contribute \$200,000 towards agreed upon feature cost, the amount of which shall not be eligible for park impact fee credits, and may contribute more toward the feature cost, the amount of which shall be eligible for park impact fee credits.
 - 12.4 City will contribute remainder of agreed upon feature cost. City shall not be obligated to contribute more than \$200,000 but may elect to do so at its sole discretion.
 - 12.5 Green Partners shall be responsible for all costs related to the surrounding plaza and restrooms. Plaza improvements shall include at least typical finishes and furnishings such as seating, trash cans, hardscaping, landscaping, etc.
 - 12.6 Water, power, sewer, and other utilities serving the spray park feature shall be independent of and independently metered from other utility service for the development to allow future assumption by the City.
 - 12.7 Green Partners shall provide a public access easement over the feature, the surrounding plaza, and the restrooms located adjacent to the plaza, all as generally shown in Exhibit J.
 - 12.8 Green Partners shall be responsible for design subject to 12.2 above, permitting, and construction of spray park, surrounding plaza, and adjacent restrooms and will be reimbursed by the City up to the amount provided for in 12.4 above.
 - 12.9 Green Partners will be responsible for operation and maintenance of feature, related equipment, and land upon which it sits for the first year, starting at opening of feature to public, as a warranty period
 - 12.10 At conclusion of one year warranty period as provided for in 12.9, Green Partners shall dedicate the feature, related equipment, and land upon which it sits to City. City shall assume operation and maintenance responsibilities of the spray park feature at that point while Green Partners will retain operation and maintenance responsibilities for surrounding plaza and restrooms.
 - 12.11 Entire plaza, including area used for spray park feature, shall count towards Public Open Space requirements per WMC Title 21.
 - 12.12 City intends, but shall not be obligated, to operate the spray park feature in subsequent years following assumption provided for in 12.10. City may discontinue, at its sole discretion, operation of the assumed facilities for any purpose deemed necessary by the City, including budgetary limitations.
 - 12.12.1 If the City discontinues operation of the feature for three consecutive years, Green Partners or its assignee may request, in writing, assumption of the facility, which shall be reconvened to Green Partners at no cost to Green Partners. Following any reconveyance, the property and improvements shall be incorporated and managed as part of the plaza open space either as a spray feature or otherwise, as determined by Green Partners.
 - 12.12.2 City shall bear costs of periodic maintenance, replacement, and operation of feature following assumption provided for in 12.10.
- 13 Dedication of Right of Way for future 138th Ave NE/NE 171st St roundabout: Green Partners will dedicate property necessary to construct roundabout per Section 6.2.4.2, the value of which shall be eligible for Transportation Impact Fee Credits as provided for in WMC 3.39.110

ADAPTIVE REUSE OF EXISTING WAREHOUSE

14 Green Partners will initiate and operate a temporary use-permitted adaptive reuse of the existing warehouse on the site for daytime use events and markets, in alignment with the Section 4.1.9, for the purpose of a public “market” until that phase of the project is ready for redevelopment. Such use of the existing warehouse shall be complete (including design, permitting, and construction) within 18 months of the effective date of this agreement, subject to factors outside of Green Partners’ control such as permitting review by authorities having jurisdiction over planning, building, fire, health, and public safety.

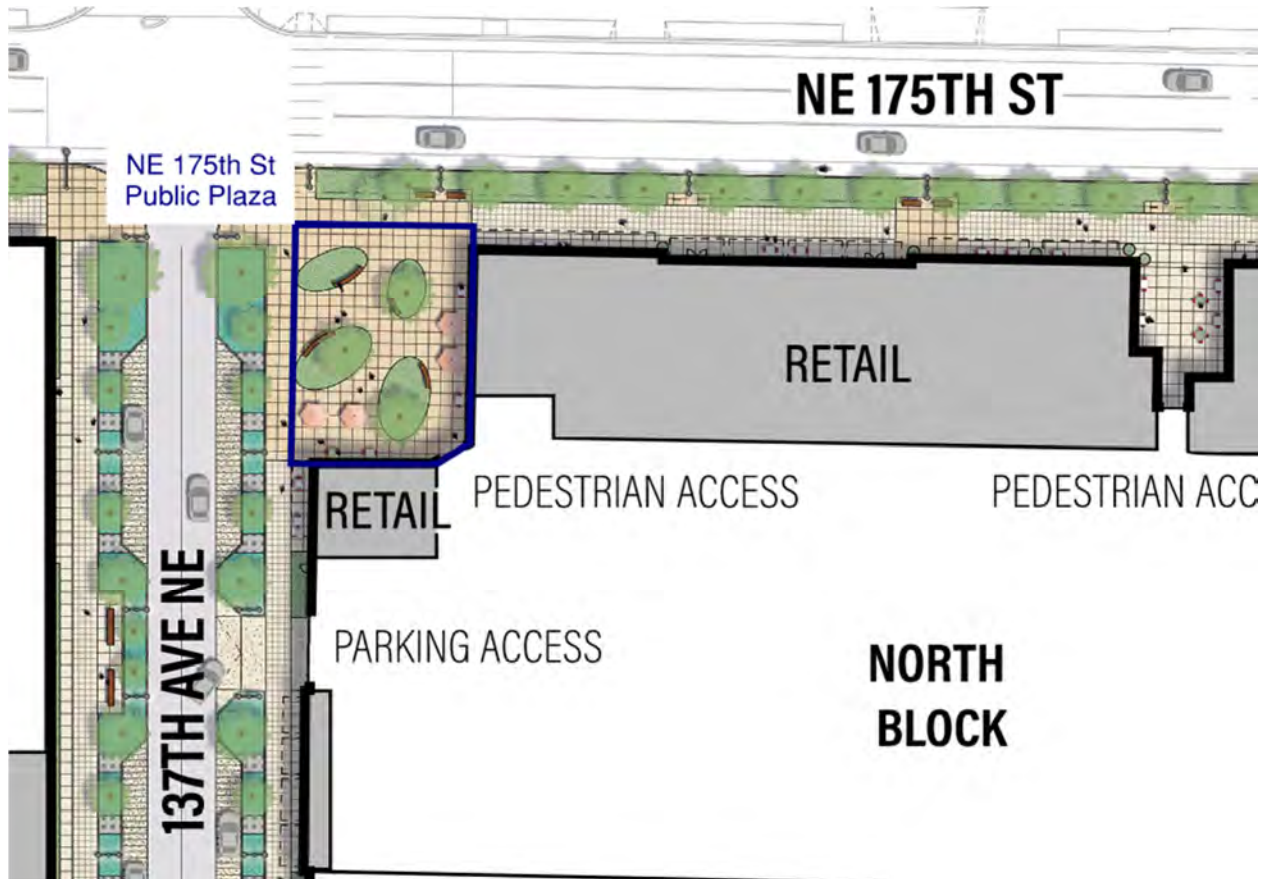
MIYAWAKI FOREST

15 Green Partners will plan and install a landscaped area using the Miyawaki forest planting method. Said area shall be at least three thousand (3,000) square feet. Area will include adequate and appropriate interpretative signage for public consumption.

PUBLIC BENEFITS FOR DEVELOPMENT BONUSES

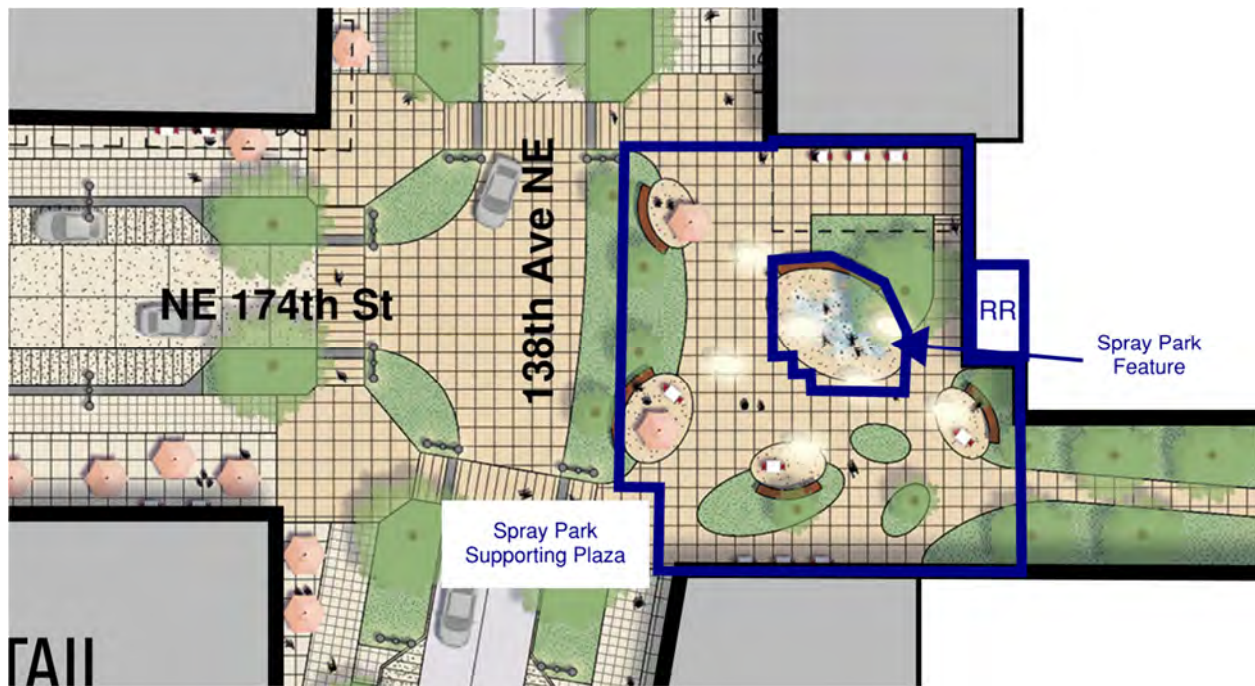
The Project intends to utilize development bonuses for increased height pursuant to WMC 21.32.040(4)(b) and (c), and for increased floor area ratio pursuant to WMC 21.32.050(2)(a) and (b), which require public benefits to be provided per code.

EXHIBIT J: NE 175th STREET PUBLIC PLAZA



Approximate Site Plan

EXHIBIT K: SPRAY PARK FEATURE



Approximate Site Plan

EXHIBIT L: URBAN STREAM DESIGNATION



ADMINISTRATIVE DECISION

In the matter of the	)	No. CAD21004.A01
Application of	)	
	)	
Jason Henderson, Green Partners, LLC	)	
	)	Midtown Woodinville
	)	
	)	
For an Urban Stream Designation	)	ANALYSIS, FINDINGS, CONCLUSIONS,
Amendment	)	AND DECISIONS

SUMMARY OF DECISIONS

The request for an Amendment to a Critical Area Determination (File No. CAD21004) designating a segment of Woodin Creek as an urban stream located on property between the southside of 13625 NE 175th Street and Northside of NE 171st Street (Parcel No. 1026059042) in Woodinville, Washington is hereby **APPROVED**. Conditions are necessary to address specific impacts of the proposed project.

SUMMARY OF RECORD

Exhibits:

- Exhibit 1 Urban Stream Designation Decision, File No. CAD21004
- Exhibit 2 Critical Area Determination Amendment Application submitted April 14, 2025
- Exhibit 3 Determination of Completeness issued June 9, 2025
- Exhibit 4 Amendment Narrative prepared by Green Partners, LLC, dated July 30, 2025
- Exhibit 5 Amendment Memo prepared by GeoEngineers, Inc, dated May 9, 2025
- Exhibit 6 Critical Areas Report prepared by GeoEngineers, Inc, dated September 23, 2025
- Exhibit 7 Peer Review Letter prepared by Otak, dated July 1, 2025
- Exhibit 8 Peer Review Letter prepared by Otak, dated October 9, 2025
- Exhibit 9 Response to Comment Letter dated September 23, 2025
- Exhibit 10 Mitigated Determination of Nonsignificance (MDNS) issued August 15, 2025

The Director enters the following Analysis, Findings and Conclusions based upon the application and the exhibits admitted.

ANALYSIS AND FINDINGS OF FACT

Application

1. Jason Henderson of Green Partners, LLC (Applicant) applied for an amendment (Exhibit 2) to an approved Urban Stream Designation File No. CAD21004 (Exhibits 1).

Summary	Amend the Urban Stream Designation by modifying the boundaries of
Description of	the Native Growth Protection Area and revising the mitigation plan.
Proposal:	.
Address:	The property is located between the southside of 13625 NE 175th Street
	and northside of NE 171 st Street in Woodinville, WA
Parcel No.	1026059042

Legal Description:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 RODS SOUTH AND 20 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 40 RODS; THENCE WEST 20 RODS; THENCE NORTH 40 RODS; THENCE EAST 20 RODS TO THE POINT OF BEGINNING. EXCEPT ROADS.

TOGETHER WITH A STRIP OF LAND 16.5 FEET WIDE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 330 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION; RUNNING THENCE SOUTH 660 FEET; THENCE WEST 16.5 FEET; THENCE NORTH 660 FEET; THENCE EAST 16.5 FEET OF THE PLACE OF BEGINNING; EXCEPT THE WEST 0.5 FEET OF THE SOUTH 107 FEET OF THE NORTH 140 FEET THEREOF. AND EXCEPT ROADS.

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY DEED RECORDED JANUARY 27, 1992 UNDER RECORDING NO. 9201270405.

Zoning: Central Business District (CBD)

Comprehensive Plan Designation: Central Business

Shoreline Designation: None

Critical Areas: Fish and Wildlife Habitat (Type F Stream), and Category III Wetlands

2. The application was circulated for review in accordance with the City's standard review procedures pursuant to Chapter 21.80 WMC. A Critical Area Determination is a Type 1 decision decided by the Director of Development Services pursuant to Table 21.80.050(1) of the Woodinville Municipal Code. Type 1 decisions are administrative and ministerial actions that do not require public notice or a pre-decision hearing.

Proposal Description

3. The applicant is requesting an amendment to the Urban Stream Designation approved under File No. CAD21004.¹ The original urban stream buffer was proposed to have a range between 50 and 95 feet on the south side of the stream, and between 50 and 72 feet on the north side and would encompass about 51,593 square feet of area with 7,782 square feet covered by hardscape associated with the roads and a trail. The revised urban stream buffer shifts to the north with buffers ranging between 50 and 90 feet on both the south side and on the north side of the stream. The amended buffer would encompass about 54,575 square feet of area with approximately 4,565 square feet covered by hardscape associated with the 138th Avenue NE bridge construction.² The amended buffer will be placed in a Native Growth Protection

¹ The original Urban Stream Designation was approved May 18, 2023. Condition of Approval No. 2 requires compliance with the mitigation and monitoring for stream buffer enhancements per a plan prepared by Cedarock Consultants Inc. and revised by GeoEngineers.

² The buffers for the Urban Stream Designation include the two Category 3 wetlands and their associated buffers. Wetland buffer averaging was approved under File No. CAA23002, which was incorporated into the Urban Stream Designation. However, CAA23002 expired August 9, 2025, and the Amended Urban Stream Designation no longer includes the proposal for wetland buffer averaging.

Area. The revised Urban Stream Designation also includes changes to the buffer enhancement mitigation plan.

State Environmental Policy Act

4. For the Midtown Woodinville project, a final Mitigated Determination of Nonsignificance (MDNS) was issued for the entire project on August 15, 2025 (Exhibit 10). This threshold determination is final.

Critical Areas

5. As referenced in the Critical Area Report prepared by Cedarock Consultants Inc. (June 11, 2021) for the original Urban Stream Designation and restated in the Critical Area Report prepared by GeoEngineers dated September 23, 2025, Woodin Creek a Type F stream, and two Category 3 riverine wetlands are present on the subject property. Woodin Creek has a 370-foot-long segment that runs along the south half of the west property line turns and crosses west to east on the northern central part of the property. Two riverine wetlands are contiguous and hydrologically linked with Woodin Creek. Wetland A is approximately 1,054 square feet and located along both the north and south side of the creek and Wetland B is 732 square feet located along the south side of the creek. Wetland A and B are located within the urban stream buffer and the proposed native growth protection area (NGPA) tract. Both wetlands were determined to have habitat scores of four, which requires a 60-foot buffer pursuant to Table 21.51.310(1).³

Urban Stream Designation Amendment

6. The original Urban Stream Designation was intended to support the Garden District project. This project included a mix of uses including 1,210 residential dwelling units, 500,000 square feet of commercial space, and associated supporting infrastructure. The Garden District proposal also included buffer impacts such as building and structure concepts in the northern wetland buffer, 139th Avenue NE extension and vehicular crossing, a pedestrian stream crossing, and a trail system in the 10-foot setback with sections of a boardwalk located on both the north and south sides of Woodin Creek. These impacts were accounted for in the conditions of approval for the original Urban Stream Designation.

However, the Garden District project was abandoned, and Green Partners LLC is now proposing a new redevelopment project called “Midtown Woodinville.” The Midtown Woodinville project includes a mix of uses, including retail spaces, restaurants, offices, a hotel, townhomes, and multifamily apartments. The Applicant provided a conceptual idea of townhomes and supporting infrastructure located on parcel No. 1026059042, south of Woodin Creek (Exhibit 5). The Midtown Woodinville project proposes to remove and restore areas with existing hardscapes and does not include most of the buffer impacts, as described above, that were proposed by the previous project.

7. The applicant provided a letter dated May 9, 2025, prepared by GeoEngineers (Exhibit 5), with a revised Urban Stream Designation and revised mitigation plan. The letter and revised mitigation plan were reviewed by City staff and peer reviewed by the city’s environmental consultant, Otak (Exhibit 7). After providing a comment letter, GeoEngineers provided a response letter (Exhibit 9) and a revised critical area report and mitigation plan, dated September 23, 2025 (Exhibit 6). The revised report was peer reviewed a second time by the

³ The critical area regulations were updated with best available science by Ordinance No. 784 with an effective date of January 1, 2026. The new critical area regulations do not include urban stream designations, but grants vesting to previously approved urban stream designations that meet certain conditions. The wetland buffers for a Category 3 wetland with a habitat score of four are unaffected by the new critical area regulations.

City's consultant, and the proposed amendment and mitigation plan was found to be consistent with the requirements in Chapter 21.51 WMC (Exhibit 8).

8. As noted in the proposal description, the revised Urban Stream Designation adjusts the boundaries of the stream buffers. The proposed new bridge and road at 138th Avenue NE will still impact the urban stream buffer area. However, wetland buffer averaging is no longer requested as the full 60-foot wetland buffers will be incorporated into the urban stream buffers. Mitigation includes removal of invasive vegetation and restoration plantings, removal of the pedestrian bridge and culvert road prism, and installment of large woody materials into the channel and floodplain. The revised mitigation is consistent with the original proposal, except there will be less impervious surface and more planting area within the buffer due to changes in the 139th Avenue NE configuration and the abandonment of the pedestrian crossing.
9. Pursuant to WMC 21.51.410(1)(b)(iv), the City may approve decreases to buffer widths on streams designated as "urban" in accordance with the recommendations of a qualified professional biologist and best available science on a case-by-case basis. Additionally, no buffer width can be reduced on a stream designated as "urban" to less than 50 feet if the stream has a fish designation. Stream enhancement measures shall be required to improve overall stream function. Amendments to the approved Urban Stream Designation must continue to satisfy these criteria. An amendment to an Urban Stream Designation must satisfy the following criteria:

a. *The stream is not a Type S Stream;*

City Analysis: Type S streams are categorized as shorelines of the state. Woodin Creek does not satisfy the criteria of a shorelines of the state and is categorized as a Type F stream and therefore satisfying this criterion.

b. *The stream has degraded channel conditions (e.g., presence of piping, sedimentation, channelization, etc.);*

City Analysis: A study initiated by the City (Adolfson 2004) identified multiple issues that adversely affected salmonid habitat in Woodin Creek. This included blocking culverts, high fine sediment levels, poor habitat diversity, a highly altered flow regime, and significant channel and riparian disturbances. The original Cedarock report prepared for the project found conditions on the property like the Adolfson study, with the exception of the property owner's effort to clear out invasive species along the creek. The stream conditions on the site identified development conditions in the buffer area as well as a non-fish passable culvert and a lack of vegetative understory that supports a conclusion of existing degraded channel conditions that satisfies this criterion.

c. *Streams with buffers that are currently degraded or developed;*

City Analysis: The 140-foot stream buffer is considered having degraded ecological functions. The buffer area contains development of compacted gravel roads and storage areas. The original Cedarock report notes that the buffer was previously covered with invasive species of Himalayan blackberry, English ivy, and reed canary grass, which have been removed, but very little groundcover exists. A portion of Woodin Creek flows through an undersized culvert for fish passage, which further degrades the ecological functions of the stream.

- d. *The portion of the buffer affecting the subject property or development is located within the CBD, GB, or I zones;*

City Analysis: The affected portions of the Woodin Creek's buffer are located within the Central Business District (CBD) zone satisfying this criterion.

- e. *Stream enhancement shall be sufficient to protect stream buffer functions and values based on site-specific characteristics and must include enhancement measures implemented to provide a net improvement in overall stream and buffer function and value. (NEW)*

Applicant: A comprehensive stream restoration plan is included as Appendix B, Permit Drawings including the following elements: removal of the undersized pipe culvert and associated road fill; regrading the stream and associated floodplain where the road fill is removed to enhance streambed and floodplain function, including placement of suitable streambed substrate material in the newly restored channel section; removal of the pedestrian bridge and associated bank armoring; installation of LWM to enhance in-stream habitat function; and riparian restoration and enhancement.

Staff Analysis: A revised stream enhancement/mitigation plan is included in September 23, 2025, Critical Area Report prepared by GeoEngineers under Appendix B. The purpose of the restoration plan is to create a dense native plant community within the buffer area. Enhancement efforts are posed to restore degraded buffer areas with the removal of invasive vegetation, planting/establishing native vegetation to improve the ecological functions of the buffer, install large woody debris throughout the buffer area, and remove the existing pedestrian bridge, drive access and culvert. In addition, the revised mitigation adds 4,300 square feet of enhancements dispersed along the north and south sides of the stream buffer. Combined, the removal of hard surface and restoration of about 4,510 square feet and the 4,300 square feet of enhancements provides a total of 8,810 square feet of mitigated stream buffer area. The proposed enhancement/ mitigation plan was peer reviewed by the City's consultant who concurred with the proposal. The revised mitigation and monitoring plans were found to comply with the mitigation requirements set forth in WMC 21.51.120 and the maintenance, monitoring, and contingency requirements in WMC 21.51.130. The proposal satisfies this criterion.

CONCLUSIONS

Jurisdiction

The Director of Development Services has jurisdiction to decide requests for critical areas determinations pursuant to Table 21.80.050(1) of the Woodinville Municipal Code.

Criteria for Review

Pursuant to WMC 21.82.030(4), the decision authority may approve a critical area determination if the report is consistent with all applicable critical area regulations, as adopted in the Woodinville Municipal Code

Conclusions Based on Analysis and Findings

1. **With conditions, the proposal is consistent with all applicable critical area regulations, as adopted in the Woodinville Municipal Code.**

Woodin Creek is designated as a Type F stream pursuant to Table 21.51.400(1)(d) of the Woodinville Municipal Code that is located within the Central Business District zone. The property also contains two Type III wetlands adjacent to Woodin Creek. A critical areas report was prepared by GeoEngineers to evaluate the critical areas on the site and to support an urban stream designation for the segment of Woodin Creek on the subject property. These reports were reviewed by the City's consultant (Exhibits 7 and 8), and after revisions, were found to be consistent with the requirements for a critical area report set forth in WMC 21.51.110, WMC 21.51.330, and WMC 21.51.430.

2. **With conditions, the proposal for designation as an urban stream satisfies the approval criteria set forth in WMC 21.51.410(1)(b)(iv) with a reduced minimum stream buffer of 50 feet.**

The approval criteria for an urban stream designation set forth in WMC 21.51.410(1)(b)(iv) were evaluated and concluded to be satisfied as set forth in Exhibit 1 and Paragraph 10 above. It should be noted that other off-site segments of Woodin Creek on the adjoining properties are unaffected by this urban stream designation; and the property to the east is still subject to the 140-foot-wide buffer requirements for a Type F stream pursuant to Table 21.51.410(1)(b)(i).

DECISION

Based on the above Analysis, Findings and Conclusion, the Critical Areas Determination and urban stream designation affecting a segment of Woodin Creek located on property between the southside of 13625 NE 175th Street and northside of NE 171st Street (Parcel No. 1026059042) in Woodinville is hereby **APPROVED**, with the following conditions:

1. Except as amended by this decision, the conditions of approval set forth in the original Urban Stream Designation decision dated June 1, 2023, shall continue to apply to this Urban Stream Designation.
2. Compliance with the mitigation and monitoring for stream buffer enhancements shall be in accordance with the Critical Area Report and Mitigation Plan set forth in Exhibit 6, Appendix B of the Critical Area Report dated September 23, 2025, prepared by GeoEngineers. The mitigation shall be installed prior to any certificate of occupancy being issued for future development on the Midtown project site.
3. Except as modified by Condition 2, compliance with the mitigation and monitoring for stream buffer enhancements shall be in accordance with the Critical Area Report and mitigation Plan dated June 11, 2021, prepared by Cedarock Consultants Inc. and the revisions dated January 25, 2023, prepared by GeoEngineers.
4. The approved Critical Areas Report set forth in this decision shall remain valid for five (5) years from the date this decision becomes final. If required mitigation is not implemented and installed within a three (3) year period, this Critical Area Determination and urban stream designation shall expire and compliance with the critical area regulations adopted under Ordinance No. 784 shall apply.

Dated this 13th Day of January 2026



Robert Grumbach, AICP,
Development Services Director

ADMINISTRATIVE APPEAL

A party of record with standing may appeal the Director's decisions to the Woodinville Hearing Examiner pursuant to Chapter 21.81 WMC. Written appeals must be submitted with the appropriate fee paid to: Development Services Department, City of Woodinville City Hall, 17301 133rd Avenue NE, Woodinville, WA 98072. Please reference the planner below when filing.

Deadline to File Appeal: 4:00 pm, Tuesday, January 27, 2026

Contact Person: Emily Salcedo, Associate Planner

Phone Number: 425-877-2293

Email Address: emilys@woodinville.gov

Affected property owners may request a change in valuation with King County for property tax purposes notwithstanding any program of revaluation. For information regarding property valuations and/or assessments, contact the King County Assessor's Office at (206) 296-7300.

EXHIBIT M: NOTICE OF TERMINATION

AFTER RECORDING RETURN TO:

City of Woodinville
Attn: City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

**NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF WOODINVILLE AND GREEN PARTNERS, LLC
FOR THE MIDTOWN WOODINVILLE DEVELOPMENT**

By Memorandum of Agreement of Development Agreement entered as of [date], recorded [date], under Recording No. [#####] (the “Memorandum”), the City of Woodinville (“City”) and Green Partners, LLC (“Developer”) gave notice of their entry into that certain Development Agreement by and between the City of Woodinville and Green Partners, LLC for The Midtown Woodinville development, dated as of the ____ day of _____, 2026 (the “Development Agreement”), affecting the real property described on Exhibit A hereto (the “Property”).

Pursuant to Section 16.2 of the Development Agreement, “[t]his shall terminate upon the earliest of (i) the Termination Date, (ii) issuance of the certificate of occupancy for the final Phase of the Project, and (iii) the effective date of a written notice by Owner to the City terminating this Agreement. Upon such termination, the City shall record a notice of termination in a form substantially similar to that notice attached as Exhibit M.” City and Developer [or, if and as appropriate, successor/assign] agree that [describe the first occurring event] occurred as of [date]. Accordingly, this Notice of Termination provides notice of record that the Development Agreement has been fully terminated as of the date hereof. Notwithstanding this Notice of Termination, Section 16.3 of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this notice affects such survival. Except as to such surviving terms, the Development Agreement is of no force or effect as to the Property, and no longer encumbers or otherwise affects the Property.

Dated: _____

CITY OF WOODINVILLE, a Washington optional municipal
code city

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

GREEN PARTNERS, LLC, a Washington limited liability
company

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT N: MEMORANDUM OF AGREEMENT

AFTER RECORDING, PLEASE RETURN TO:

City of Woodinville
Attn: City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

MEMORANDUM OF DEVELOPMENT AGREEMENT

This MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is entered into as of the ____ day of _____, 20__, by and between the CITY OF WOODINVILLE, a Washington optional municipal code city (the "City") and GREEN PARTNERS, LLC, a Washington limited liability company, and/or its successors and assigns ("Developer"), pursuant to the Development Agreement referenced below.

1. The City and Developer have entered into a Development Agreement pursuant to RCW 36.70B.170 - .210 (the "Development Agreement").
2. The Development Agreement addresses property owned by Developer legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "The Midtown Woodinville Property").
3. The Development Agreement is valid for a period of ten (10) years and provides for certain vesting and development rights.
4. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Development Agreement, the provisions of which shall in all instances prevail.
5. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document.

IN WITNESS WHEREOF, THIS MEMORANDUM has been entered into by the parties on the dates set forth below.

CITY OF WOODINVILLE, a Washington optional municipal
code city

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

GREEN PARTNERS, LLC, a Washington limited liability
company

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT O: APPROVED LOCATION OF GROUND FLOOR RESIDENTIAL UNITS

Areas highlighted in blue on the site plan below are where residential dwelling units are authorized by the City Council to be on the ground floor and that can front the street (both public and private). Residential dwelling units are also authorized on the ground floor that do not front a street provided a commercial (or active use as required by WMC 21.42.040) or professional office use(s) occupy the floor space at the street level between the residential dwellings and the street having a depth of at least 30 feet as measured from the interior side of the building facade facing the street.



EXHIBIT P: BUILDING FACADE STEP BACK FACING NE 175TH STREET

Buildings within 20 feet of NE 175th Street right-of-way shall incorporate a minimum building facade step back above the first story of the building facade facing NE 175th Street as shown below.















Attachment 4



CITY OF WOODINVILLE, WA
REPORT TO THE CITY COUNCIL
17301 133rd Avenue NE, Woodinville, WA 98072
WWW.CI.WOODINVILLE.WA.US

To: Honorable City Council **Date:** February 17, 2026
By: Robert J Grumbach, AICP, Development Services Director
Brandon Buchanan, City Manager
Subject: Study Session: Green Partners LLC Development Agreement

ISSUE: Shall the City Council hold a study session and discuss the proposed development agreement between the City of Woodinville and Green Partners LLC?

RECOMMENDATION: Hold the study session and discuss the proposed development agreement.

DISCUSSION:

1. Green Partners LLC applied for a development agreement (File No. DEC25002) for the following proposed development called "Midtown Woodinville" involving 19.17 acres at 13625 NE 175th Street:

- 1,300 residential dwelling units (multifamily apartments, senior living, and townhomes;
- 200-room hotel;
- 89,000 square feet of commercial space consisting of retail, restaurants, and office.
- Project is to be developed in five phases with road improvements developed in two phases.



See Exhibit B of the proposed Development Agreement for the conceptual site plan. Attachment 3 contains concept renderings of buildings from different locations in the project (it is critical to note that renderings are concepts. For example, actual building finishes will likely be refined during permitting review to ensure compliance with design standards).

2. The proposed development agreement is set forth in Attachment 2 to this staff report. Some important provisions to highlight in the development agreement include:
 - a. Authorizes the project to have residential dwelling units on the ground floor.
 - b. Outlines infrastructure improvements include completion of 138th Avenue NE, NE 175th Street frontage improvements, improvements to 139th Avenue NE, and new internal roads to support the development. See Paragraph 5 below.
 - c. Vests the project to the current Unified Development Code. This includes a proposed code amendment currently before the City Council.

- d. Vests traffic and park impact fees based on the execution date of the agreement. There is no vesting to school impact fees. New traffic impacts are anticipated to meet concurrency requirements, but this will be monitored as the project matures.
- e. The Development Agreement will be for a term of 10 years.
- f. Development regulations are applied on a whole site basis rather than individual phases.

Other terms in the agreement include how amendments are handled, the allowance for Green Partners LLC to assign the rights in this agreement to another party, agreement is binding on successors, and other standard provisions.

3. The development agreement includes granting eligibility for the following:

- The 75-foot height allowance in the East Frame Design District provided listed public benefits in the code are provided.
- The 2.5:1 Residential Floor Area Ratio bonus provided listed public benefits in the code are included.
- Ground floor residential development is authorized.
- Vesting of the Urban Stream Designation.
- Design Standard interim departures for adaptive reuse of the existing warehouse building.
- The use of interim conditions relating to the adaptive reuse of the existing warehouse building.
- Vesting the Urban Stream Designation Amendment.

PUBLIC BENEFITS (Attachment 2, Exhibit I):

4. WMC 21.85.020(2) states that development agreements may provide public benefits such as affordable housing, pedestrian-oriented communities, mixed use development and creation of public amenities such as parks and open spaces.

a. Affordable Housing.

- Minimum requirements. The development agreement requires Green Partners LLC to provide at least 10 percent of the total housing units, with a minimum of 100 units at full build-out, to be income-restricted for households earning 80 percent of the Area Median Income (AMI) or less. The Residential Care Facility units are not included in this count. The first phase of the project is required to have affordable housing with the first two phases of the project having a minimum of 40 income-restricted housing units.
- Multifamily Housing Property Tax Exemption. The development agreement approves Green Partner LLC's use of the Multifamily Housing Property Tax Exemption (MFTE) in Chapter 3.43. However, to qualify for MFTE, the income-restriction must be

lowered to households earning 50 percent AMI or less. It is Green Partners LLC's discretion whether to use the 50 percent AMI with MFTE or use the 80 percent AMI without the MFTE.

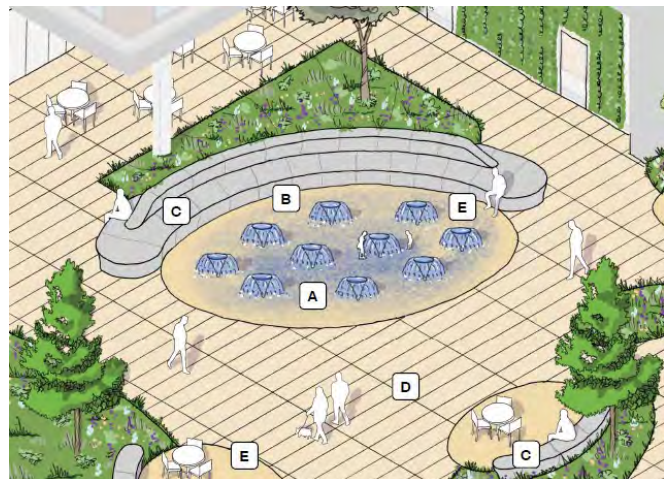
- Re-allocation of affordable units. The proposed development agreement includes an allowance for affordable housing units in the first two phases to be re-allocated and placed in future phases of development. The purpose of this allowance is to provide Green Partners an allowance to partner or sell a future phase to a developer who solely focuses on building affordable housing projects if beneficial to the City (see below).
- The proposed development agreement includes a provision that all affordable units can be built in a single phase/building if deemed beneficial to the City's affordable housing goals. WMC 21.30(3)(a) (Interim Inclusionary Housing regulations), adopted by Ordinance No. 786 and extended by Ordinance No. 795, requires the City to approve the location of the affordable housing units with the intent they are generally intermingled with all other units in the development. However, the code allows some flexibility. For the City to consider allowing the affordable housing units in one phase/building, the development agreement requires that it must be found to be more beneficial to the goal of creating beneficial affordable housing units. In this case an example is stated that the affordable units should include a significantly higher proportional share of two or more-bedroom units that are better suited to accommodating families, then the rest of the Green Partners development.
 - o Market-rate developments often include a number of smaller size units (studio, one-bedroom), so when WMC 21.30(3)(c), which requires a similar ratio of unit sizes to the larger project, is applied, the result is affordable units also skew to those smaller unit sizes, making them prohibitive for larger family sizes. Purpose-built, all-affordable projects have access to funding streams that allow them to more feasibly stray from market factors, which means it is easier to fund larger unit sizes. This possibility could be of value as the City works to further its work on affordable housing. Data from ARCH shows that larger unit sizes are in higher demand AND they create a better gap between market and affordable rents:
 - In the recent Eastrail Flats Mix-use building, larger affordable units (two & three bedrooms) were 71.4% leased within one month of availability while smaller one-bedroom units were only 58.3% leased by that same point.
 - For a recently ARCH funded project in Bothell, a one-bedroom unit at 50% AMI was 27 percent below market rent, while a two-bedroom was 30% below market and a three-bedroom was 37% below market rent. See table on next page for a comparison of rents.

Unit Type	AMI %	Max Rent	Market Rent	Difference	Max to Market Spread
1 BR	50%	\$1,354	\$1,850	\$496	27%
2 BR	50%	\$1,622	\$2,325	\$703	30%
3 BR	50%	\$1,869	\$2,950	\$1,081	37%

- o Compliance with the remaining WMC 21.30 eligibility provisions, including requirements for comparable quantity and finishing of affordable units to those of market-rate units, is still mandatory.
- b. If Green Partners chooses to utilize the MFTE and the 50% AMI requirement, the proposed development agreement includes a provision that all affordable units can be built in a single phase/building similar to the non-MFTE affordable housing provisions described above. The operative Code provision in the case of MFTE utilization is WMC 3.43.070(7)(b)(iii). Like above, compliance with the remaining MFTE eligibility provisions, including requirements for comparable quantity and finishing of affordable units to those of market-rate units, is still mandatory to qualify for MFTE.
- c. **Public Spray Park Feature.** Green Partners and City will jointly work to design, build, and operate a “spray park feature” that is accessible to the public during normal daytime hours on a seasonal basis. The minimum size of the spray park feature is 900 square feet and includes a plaza that is at least 5,600 square feet in size. Green Partners agrees to contribute \$200,000 towards an agreed upon cost for the feature, and the City will also contribute \$200,000. Green Partners is also responsible for the cost of the surrounding plaza and restrooms.



Green Partners will be responsible for the first year of operation and maintenance of the spray park feature after which the City assumes operational and maintenance costs. Green Partners retains responsibility for the surrounding plaza. The City may in the future discontinue its responsibilities to operate and maintain the spray park feature (if for example, budget tightening requires such- the purpose being that the City is not perpetually locked into an expense) after which Green Partners may re-acquire the spray park feature and at their discretion decide whether to continue or discontinue operations of the spray park feature.



- d. Dedication of right-of-way for the future 138th Avenue NE/NE 171st Street roundabout regardless of whether Green Partners moves forward with their project.

- e. Additionally, the Woodinville Municipal Code requires public benefits to be provided to unlock development bonuses authorized by this development agreement.
5. The following is a summary of the road improvements included with the project. The phasing of these improvements is shown in Exhibit F of the development agreement.

- a. 138th Avenue NE Extension between NE 175th Street and NE 171st Street.
- b. Frontage improvements along NE 175th Street.
- c. 139th Avenue NE improvements from NE 175th Street NE and curve and connecting into NE 173rd Street.
- d. NE 173rd Street improvements.
- e. NE 174th Street and 137th Avenue NE street improvements.



OTHER:

6. A unique element of the development agreement is allowing an adaptive reuse of the existing warehouse utilizing flexible design standards. This includes allowing the use of the existing parking lots without investing in upgrades to meet current code requirements. The adaptive reuse of the existing warehouse expires when the development agreement expires. If the warehouse is still being utilized after the development agreement expires, all parking and the warehouse building will have to be upgraded to current development standards, including design standards.



The picture to the right is from Exhibit H, Figure 2 and shows a conceptual layout of the warehouse building and the interim condition of the associated parking lot.



PUBLIC HEARING & COMMENTS:

7. The Planning Commission's role in the development agreement process is to hold the official public hearing to receive public testimony and forward testimony and comments to the City Council. The Planning Commission does not vote on a recommendation. The Planning Commission held a public hearing on the proposed development agreement at their January 28 meeting. The following public testimony was given:
 - Rachel Best-Campbell. Provided comments about rents for 80% AMI for studio and one-bedroom dwellings are market rate but under the DA the developer gets credit for providing affordable housing. She also commented on phasing of affordable units, quality of affordable units, City funding of the spray park, the Commission's role in development agreements, credibility of the developer, and the developer no longer funding the roundabout.
 - Alison Farmer. Provided comments on differences between the previous development agreement that included Molbak's versus the proposed development agreement, potential building heights, concern with counting the spray park towards open space, active use and public benefit, land that is counted toward open space, utilizing MFTE, limited retail in the development agreement, and concern the Commission has no power related to the development agreement. She requested the public hearing be continued at the City Council.
 - Alex Campbell. Provided comments on the public benefits listed in Exhibit I of the development agreement, many of which are required by the code or in his opinion have limited value.
 - Rose Summery. Opposed increasing building heights to 75 feet and recommended retaining 57-foot building heights.
 - Glenda Cooper. Emailed comments. See Attachment 4.
8. Planning Commissioners had the following comments to be forwarded to the City Council.
 - Chair Stadler. Will save personal comments and make them directly to the City Council. Feels some of the conversations around 80, 60 and 80 percent AMI are misleading.
 - Vice-Chair Yabroff. Stated this is the most disappointing development agreement to be presented since his time on the Commission and believes this benefits mostly the developer with little for the City. He would vote against it.
 - Commissioner Young. Feels the request for taller height should be removed from the development agreement.
 - Commissioner Geiger. Commented that Molbak was the soul of the community and now it is just an empty lot. Wants the development agreement to revive for the community what was lost with Molbak's closing.
 - Commissioner Anderson. Feels some things need tightening up in the development agreement and would like to know how expensive it is to operate the spray park. Supports the adaptive reuse of the existing warehouse space.

- Commissioner Meza. Feels that 80 percent AMI is not affordable and should be revisited. He noted that the spray park is controversial but supports it. However, the City Council should discuss whether Green Partners is paying enough on the spray park.
- Commissioner Krepps. Wants the City Council to allow for more public comment before deciding on the development agreement. He still feels raw about what happened with Molbak's closing.

You can listen to the Commissioners at: <https://www.woodinville.gov/163/Meetings-Agendas>. The Commissioners' comments can be found on Wednesday, January 28, 2026, meeting by clicking on the video and going to the 2:07 mark of the meeting. (Public testimony starts at the 1:53 mark.)

9. Council should provide any direction or feedback to Staff. Staff will work with Green Partners to incorporate any such input and bring the development agreement back to the City Council for further deliberation/action at a future meeting.

RECOMMENDED MOTIONS:

This item is for discussion only. No formal action recommended

ATTACHMENTS

- 1) Resolution No. 675
- 2) Proposed Development Agreement
- 3) Conceptual Renderings
- 4) Public comments received via email

RESOLUTION NO. 675

**RESOLUTION OF THE WOODINVILLE, WASHINGTON CITY COUNCIL
APPROVING AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT
AGREEMENT WITH GREEN PARTNERS LLC; AND AUTHORIZING THE CITY
MANAGER TO TAKE ADDITIONAL ACTIONS CONSISTENT WITH SUCH
AGREEMENTS AND THIS RESOLUTION.**

WHEREAS, the Washington State legislature authorizes development agreements pursuant to RCW 36.70B.170 through 36.70B.210; and

WHEREAS, the City Council set forth the procedures and criteria for development agreements in Chapter 21.85 WMC; and

WHEREAS, Green Partners, LLC requested to enter into a development agreement with the City Council for a proposed development of 19.17 acres of land described as the Midtown Woodinville project; and

WHEREAS, upon review of the Midtown Woodinville Traffic Impact Analysis (March 2025, Transpogroup) the City determined that the project proposed with the mitigation measures set forth in the development agreement meets the City's standards for transportation concurrency approval and mitigates any significant adverse impacts to the City's transportation system; and

WHEREAS, after providing notice consistent with WMC 21.85.030, the Planning Commission held a public hearing to receive public testimony on the proposal on January 28, 2026; and

WHEREAS, the City issued a project Mitigated Determination of Nonsignificance (DNS), File No. SEP25001, for the development pursuant to WAC 197-11-340(2) and WAC 197-11-350 on August 25, 2025; and

WHEREAS, after the Woodinville Planning Commission reviewed the proposal and received public comments, they sent the proposed Development Agreement along with public comments and suggestions on the proposed terms of the development agreement to the City Council; and

WHEREAS, the Woodinville City Council received and considered the public comments and Planning Commission suggestions on the proposed terms of the development agreement; and

WHEREAS, the City Council finds that approval of this development agreement will promote public health, safety, and general welfare within the City of Woodinville and is in the City's best interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Approval of Development Agreement. The Woodinville City Council hereby approves the Development Agreement between the City of Woodinville and Green Partners LLC for redevelopment of real property, as shown in Exhibit A, and authorizes the City Manager to execute the same in substantially the form as shown in Exhibit A.

RESOLVED this _____ day of _____ 2026

Sarah Arndt, Mayor

ATTEST/AUTHENTICATED:

Katie Hanke, City Clerk

DEVELOPMENT AGREEMENT

City of Woodinville and Green Partners, LLC

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of **[Month, Day], 2026**, by and between GREEN PARTNERS, LLC a Washington limited liability company ("Owner"), and the CITY OF WOODINVILLE, a Washington optional municipal code city (the "City"). Owner and City are sometimes referred to herein individually as "Party" or collectively as the "Parties".

BACKGROUND AND CONTEXT

- A. Owner owns a site approximately 19.17 acres in size and more particularly described on **Exhibit A** attached hereto (the "Real Property"), which Real Property is in the Central Business District zone of the City.
- B. Woodinville Municipal Code ("WMC") 21.85.020 et seq. authorizes the execution of development agreements which address the "ground rules" for review and development applications and construction of projects, define the scope and timing of projects, confirm applicable regulations, and specify mitigation measures. This Agreement between Owner and the City is a collaboration that will provide mutual benefit for the parties, residents, and businesses of the Woodinville downtown, and the region.
- C. Owner is proposing the demolition of existing improvements on the Real Property and the construction of a new development to be known as **MIDTOWN WOODINVILLE** (the "Project"). The Project is expected to include a mix of uses, including but not limited to retail, restaurants, office, hotel, and dwelling units (multifamily apartments, senior living, and townhomes). A conceptual overall site plan for the Project (the "Overall Site Plan") is shown on **Exhibit B** attached hereto. All the uses would be integrated into the Project in a manner that supports the vision and goals of the City's Comprehensive Plan and its Eleven Guiding Principles, the Downtown Vision and Illustrative Guide, and the Downtown Streetscape Master Plan adopted by Resolution Nos. 430 and 630.
- D. Given the size of the Project, it is not reasonable to construct the entire development at one time, and therefore, as set forth in Section 5 below, the Project is expected to be constructed in phases (each, a "Phase"). The area of each anticipated Phase is shown on the Overall Site Plan.
- E. Owner and the City agree that the Project is projected to provide benefits to the City in the form of developer-constructed public improvements such as the northern portion and southern portion of the 138th Avenue NE extension, NE 171st Street and 138th Avenue NE intersection, the extension of 139th Avenue NE to NE 173rd St, frontage improvements to NE 175th Street and NE 173rd Street, street and sidewalk improvements, open space, public landscaping, as well as new services and amenities for the Central Business District neighborhood.
- F. Providing for the proposed development of the Real Property affirms existing Comprehensive Plan policies for the Central Business District neighborhood and supports the City's goals for economic growth through the provision of additional housing, additional accommodations for businesses, and public amenities for current and future citizens of the City.
- G. Owner and the City desire to establish provisions for the future development of the Real Property consistent with the amount and type of development planned for the Central Business District neighborhood.
- H. Both the City and Owner recognize the benefits that both would derive from long term planning and development of the Real Property.

A development agreement must be approved by ordinance or resolution after a public hearing. A public hearing for this Agreement was held by the Planning Commission on January 28, 2026. The City Council approved this Agreement by Resolution No. _____ on _____, 2026. The City issued a project Mitigated Determination of Non-significance on August 20, 2025.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth herein, the receipt and adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. **Project Description.** The Project consists of clearing, grading, and demolition of existing ground improvements and parking lots on the Real Property and the construction of a mixed-use development on the Real Property generally consistent with the Overall Site Plan attached hereto as **Exhibit B** and consisting of approximately 1,300 dwelling units (multifamily apartments, senior living, and townhomes), 200 hotel rooms, and 89,000 square feet of commercial space, consisting of, but not limited to uses such as retail, restaurants, and office. Primary vehicular access to the Project will be provided by NE 175th Street, NE 173rd Street, NE 171st Street, and the future 138th Avenue NE grid road. Notwithstanding the provisions of this Agreement, Owner may elect to build all, part, or none of the proposed Project depending on conditions at the Real Property and/or market conditions, provided that if Owner ceases development of the Real Property after commencing construction of any Phase (as defined in Section 5 below), the construction of that Phase must be completed or otherwise brought to conditions that are in compliance with the Vested Code.
2. **Permitted Uses.** All uses permitted by applicable zoning in the Vested Code (as defined in Section 12 below) shall be permitted within the Project.
3. **Maximum Allowable Development.** The maximum amount of development on the Real Property is proposed to be 1,300 dwelling units, 200 hotel rooms, and 89,000 square feet of commercial space as calculated by applicable zoning regulations in the Vested Code. If the applicable zoning regulations increase the maximum allowable development on the Real Property above this threshold, then Owner may request to be bound by future amendments as provided in Section 15 below.
4. **Applicable Development Standards.**
 - 4.1 Development Standards. The Project shall be subject to the development standards established by the applicable provisions of the Vested Code, provided that:
 - 4.1.1. Height. Buildings and structures on the Property shall be authorized to be built to the bonus height standards beyond the Maximum Height in the Vested Code as permitted by WMC 21.32.040(4)(b) (57-foot maximum) and WMC 21.32.040(4)(c) (75-foot maximum height in the East Frame Design District), provided all conditions for the height bonuses are satisfied.
 - 4.1.2. Residential Density. Buildings on the Property shall be authorized for bonus residential floor area ratios set forth in WMC 21.32.050(3), including the bonus residential floor area ratio of two and one half ((2.5:1) usable floor area/lot area in square feet) set forth in WMC 21.32.050(3)b) and WMC 21.11A.070, provided the Project or a phase thereof contributes public benefits consistent with the corresponding subsection of WMC 21.32.050(3).
 - 4.1.3. Private Streets. Subject to review and approval by the Public Works Director, the Project shall be authorized to develop certain internal private streets that will be

built to the road standard generally set forth on the Road Standards diagram attached hereto as **Exhibit C**.

- 4.1.4. **Ground Floor Residential.** Ground floor residential is authorized provided the conditions in WMC 21.42.040(1)(b) are satisfied.
- 4.1.5. **Open Space.** Each phase of the Project must comply with requirements under the WMC as they relate to Open Space requirements but shall be measured as per the amount required throughout the entire project, allowing for flexibility between Phases, consistent with **Section 5.1** below.
- 4.1.6. **Whole Site.** Because of the integrated nature of this Project, which will continue to function as one site, while being divided into separate lots and built in different phases, compliance with development standards, including, but not limited to, improvements to site access, interior circulation, parking areas, open space, drainage facilities, landscaping, density requirements such as maximum floor area ratio, allowed ground-floor residential, required ground-floor commercial, and coverage standards shall be calculated by considering the entire Real Property; provided, adequate measures approved by the City are recorded to ensure future compliance with development standards.
- 4.1.7. To ensure that the minimum requirement for commercial/ professional office floor area ratio is compliant with the WMC at the completion of the project, the following steps shall be taken:
 - 4.1.7.1. A running summary of the qualifying commercial/ professional floor area ratio will be kept, and development will take place such that the minimum commercial/ professional office floor area is satisfied by project completion.
 - 4.1.7.2. In the event that the project is permitted in such a way that the minimum commercial/ professional office floor area is noncompliant with the WMC at the time this agreement expires, the Owner and the City shall enter into an agreement that prescribes the scope of future development such that the project is WMC compliant. An agreement for each remaining parcel may be required.
 - 4.1.7.3. The City may require the terms of this agreement be converted into deed restrictions to ensure that the minimum commercial/ professional office floor area is compliant within a timeline mutually agreed to between the Owner and the City.
- 4.1.8. **Design Standards.** Substantial compliance with The City of Woodinville Downtown Vision & Illustrative Guide: June 2018, approved by the City Council pursuant to Resolution No. 524 shall be achieved with design standards for the Project, as authorized by WMC 21.33.030. The design review procedures in the commercial design standards shall apply.
- 4.1.9. **Warehouse Adaptive Reuse Standards.** Owner may seek permits to retrofit and adaptively-reuse the existing warehouse building and attached structures consisting of roughly 20,000 square feet located at 13621 NE 175th Street, (Parcel #s 1026059096 & 1026059055). As an interim condition, not to exceed the length of this agreement, the Owner seeks departures from the design standards that may be authorized under WMC 21.33.030 for the specific departures described and illustrated in Exhibit G and interim conditions described in Exhibit H.

5. **Phasing & Flexibility.**

5.1 The Project is anticipated to be constructed in phases as shown on the Overall Site Plan, which may or may not correspond to their actual order. The Owner may modify development of the phases and the mix of development in each phase at its discretion, provided such modifications are consistent with the applicable terms of this agreement and the Vested Code.

5.1.1. Phase 1 / East Block: Will be located south of NE 175th Street and east of 138th Avenue NE.

5.1.2. Phase 2 / North Block: Will be located west of 138th Avenue NE and immediately south of NE 175th Street.

5.1.3. Phase 3 / Central Block: Will be located west of 138th Avenue NE and immediately north of NE 173rd Street.

5.1.4. Phase 4 / West Block: Will be located west of Phase 2 and Phase 3 and immediately south of NE 175th Street.

5.1.5. Phase 5 / South Block: Will be located east of 138th Avenue NE and south of Woodin Creek.

5.1.6. Adequacy of Infrastructure at Each Phase. Each Phase shall be designed so that the necessary infrastructure to support that Phase (including water, sewer, stormwater management, electrical power, streets, and other utilities) is either in place or will be built with that Phase and does not rely on infrastructure to be built in a later Phase. In addition, for purposes of transportation mitigation, phasing of transportation infrastructure will be as described in Section 6 below.

5.2 Completion of Phases. Owner may, at Owner's discretion, develop each Phase separately or may develop multiple Phases simultaneously. Owner may develop Phases in such order as Owner deems prudent and desirable at Owner's discretion. For the avoidance of doubt, the numbers used to identify each Phase are for identification purposes only. The sequential nature of such identifiers shall not be interpreted to require that any Phase must be developed before or after any other Phase. Upon issuance of a certificate of occupancy ("CO") for any Phase of the Project, the Owner may request, and the City may approve and, if approved, the Owner shall record a Certificate of Satisfaction, in a form substantially similar to the notice attached as Exhibit D, for that Phase.

6. **Mitigation of Project Transportation Impacts.** Along with payment of transportation impact fees, Owner shall mitigate associated transportation impacts by constructing infrastructure improvements for each phase of the Project and, with the exception of any incomplete improvements otherwise subject to an agreement between City and Owner, must complete and obtain acceptance of the improvements from the City, including as-builts approved, right-of-way and easements dedicated, prior to issuance of a final CO for any building in that Phase consistent with WMC 21.62.120.

6.1 Construction Impacts. Construction of transportation improvement work will be separated into East Phase and West Phase work. The East Phase is comprised of and triggered by any work within the East Block or South Block phases. The West Phase is comprised of and triggered by any work within the North Block, Central Block, or West Block phases.

6.2 East Phase Transportation Improvements.

- 6.2.1. During the East Phase, Owner shall: (i) construct and dedicate to the City or contribute funding for certain public improvements that are part of the City's Schedule of Transportation System Improvement Projects and constitute system improvements as defined in WMC 3.39.030 ("System Improvements"); (ii) construct and dedicate to the City certain improvements that are internal to the Project site or otherwise do not qualify as System Improvements (as further defined below, "Project Infrastructure Improvements"); and (iii) dedicate real property for purposes of public right-of-way and public easement use by the City (as further defined below, "Dedications"), all generally shown in **Exhibit F**.
- 6.2.2. Category 1 - East Phase System Improvements. "System Improvements" for purposes of the East Phase are:
- 6.2.2.1. Street improvements to 138th Avenue NE between NE 175th Street and NE 173rd Street; and
- 6.2.2.2. Street improvements to 138th Avenue NE between NE 173rd Street and NE 171st Street; and
- 6.2.2.3. Stream crossing bridge on 138th Avenue NE over Woodin Creek; and
- 6.2.2.4. Intersection connection at NE 171st Street and 138th Avenue NE with the transition to existing streets as shown in **Exhibit F**; provided, that if prior to the expiration of this agreement, the intersection is constructed as a roundabout, the Owner's contribution shall be its proportionate share, constituting the percentage of trips through such intersection attributable to the Project as determined by a Traffic Impact Analysis acceptable to the City.
- 6.2.3. Category 2 – East Phase Project Infrastructure Improvements. "Project Infrastructure Improvements" for purposes of the East Phase are:
- 6.2.3.1. Frontage improvements along NE 175th Street frontage, repair any pavement damaged during installation of utilities as directed and approved by the Public Works Director.
- 6.2.3.2. Street improvements to 139th Avenue NE from NE 175th Street to NE 173rd Street as shown in **Exhibit F**.
- 6.2.4. Category 3 - Dedications. "Dedications" for purposes of the East Phase are dedications to the City of the following real property interests:
- 6.2.4.1. Public right-of-way as needed to the City along the entire frontage of Phase 1 of the Real Property;
- 6.2.4.2. Public right-of-way and easements associated with construction of 138th Avenue NE and NE 171st Street Improvements to the City; and
- 6.2.4.2.1 Dedication of this right-of-way and/or easements, at the discretion of the City, and as generally shown in **Exhibit F**, necessary to construct the design and alignment of a roundabout as determined by the City, shall be the obligation of Owner by virtue of this Development Agreement regardless of whether the Project or any phase thereof is developed or abandoned by Owner. Dedication will occur either at time of construction of improvements as part of East Phase or termination of this

agreement per Section 16. Owner shall be entitled to Transportation Impact Fee Credits as provided for in WMC 3.39.110 for the Right-of-Way dedication.

6.2.4.3. Public right-of-way and easements associated with construction of 173rd Street NE

6.2.4.3.1 Dedication of this right-of-way and easements, necessary to construct the design and alignment for 173rd Street NE, as determined by the City, shall be the obligation of Owner upon execution of this Development Agreement regardless of whether project or phase is developed or abandoned. Dedication will occur either at time of construction improvements constructed as part of East Phase or termination of this agreement per Section 16. Termination of this agreement shall not terminate this obligation.

6.2.4.4 Public right-of-way and easements associated with construction of 139th Avenue NE to the City as shown in **Exhibit F**.

6.3 **West Phase Transportation Improvements**. During the West Phase, Owner shall construct the "West Phase Improvements" that are generally shown in Exhibit F. The West Phase Improvements shall be installed so that each Phase within the North, Central, and West Block has adequate infrastructure per Section 5.1.6. Improvements required for work in each Block in the West Phase are identified in this Section 6.3.

6.3.1. North Block Improvements

6.3.1.1. Construction of street improvements to NE 174th Street from 138th Avenue NE west to 137th Avenue NE; and

6.3.1.2. Dedication of public access easements to the City associated with the construction of NE 174th Street and 137th Avenue NE.

6.3.1.3. Construction of street improvements to 137th Avenue NE from NE 174th Street to NE 175th Street; and

6.3.1.4. Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along NE 175th Street along the north property line of the Real Property in conformance with the alignment shown in **Exhibit F**.

6.3.2. Central Block Improvements

6.3.2.1. Construction of street improvements to NE 174th Street from 138th Avenue NE west to 137th Avenue NE; and

6.3.2.2. Construction of street improvements to 137th Avenue NE from NE 173rd Street to NE 174th Street; and

6.3.2.3. Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along 173rd Street NE along the south property line of the Real Property; and

- 6.3.2.4. Dedication of public right-of-way and/or public access easements to the City associated with the construction of NE 174th Street, 137th Avenue NE as shown in **Exhibit F**.
 - 6.3.3. West Block Improvements
 - 6.3.3.1. Construction of street improvements to 137th Avenue NE from NE 173rd Street to NE 175th Street; and
 - 6.3.3.2. Dedication of public right-of-way and/or access easements to the City associated with the construction of NE 174th Street as shown in **Exhibit F**.
 - 6.3.3.3. Construction of frontage improvements and repair any pavement damaged during installation of utilities, as directed, and approved by the Public Works Director, along NE 175th Street along the north property line of the Real Property in conformance with the alignment shown in **Exhibit F**.
7. Haul Route: Owner may utilize 138th Avenue NE south of NE 175th Street, and NE 171st Street for construction. Owner may utilize 138th Avenue NE north of NE 175th Street to cross over NE 175th Street when necessary for construction for Phase 1 only. Owner may utilize temporary construction access from NE 171st Street and a pre-existing crossing over Woodin Creek on the property south of 139th Avenue NE until it will be removed for creek mitigation. A depiction of construction haul routes is included in Exhibit E.
8. **Transportation Impact Fee Credits/Refunds.** The City shall provide transportation impact fee credits for the actual direct and indirect costs of design and construction of system improvements in accordance with WMC 3.39.110.
9. **Development & Subsequent Approvals.** The Project may utilize approvals previously granted by the City, and the Parties agree that the Owner shall be required to obtain certain subsequent approvals as required by the Woodinville Municipal Code.
 - 9.1 **Environmental Review.** The Project has been reviewed pursuant to the requirements of SEPA. A project Mitigated Determination of Non-Significance ("MDNS") was issued for the Project on August 20, 2025.
 - 9.2 **Concurrency.** The City's transportation concurrency regulations are adopted in accordance with the Growth Management Act (see RCW 36.70A.070(6)(b)). Their purpose is to ensure that the City's transportation system is adequate to serve future development at the time the development is available for occupancy without decreasing current service levels below established minimum standards. The City has reviewed a traffic impact analysis (*MIDTOWN Woodinville Transportation Impact Analysis*) prepared by Transpo Group dated March 10, 2025, and determined that all Phases of the Project satisfy the City's standards for transportation concurrency approval and mitigate any significant adverse impacts to the City's transportation system. Transportation concurrency is granted for the following:
 - 1,300 dwelling units;
 - 45,000 square feet of restaurant space;
 - 36,500 square feet of retail space;
 - 7,500 square feet of Tasting Room space; and

- 200-room hotel.
- 9.3 **Urban Stream Designation.** The portion of Woodin Creek located on the Real Property has been designated an Urban Stream (see **Exhibit L**) pursuant to WMC 21.51.410(1)(b)(iv) and the critical area determination in File No. CAD21004 as amended by File No. CAD21004.A01. Mitigation measures to qualify for Urban Stream designation shall be installed prior to a certificate of occupancy being issued for any of the phases.
- 9.4 **Subsequent Approvals.** The Parties agree that the Owner shall be required to obtain from the City several future permits and approvals for development of the Property (collectively, the “Subsequent Approvals”). Subsequent Approvals shall include, but are not limited to, the following: Binding Site Plan/Boundary Line Adjustment, site plan reviews, site development permits, design review approvals, right-of-way and building permits. Subsequent Approvals shall be reviewed and approved pursuant to the Vested Code as set forth in Section 12.
10. **Utilities.** The Project will provide for all sanitary sewer, water, and storm water utilities.
- 10.1 **Sanitary Sewer.** The Project will connect to existing sanitary sewer lines located on or adjacent to the Real Property. Certificate of Sewer Availability is required for each phase of the development from Woodinville Water District.
- 10.2 **Water.** The Project will connect to existing water lines located on or adjacent to the Real Property. Certificate of Water Availability is required for each phase of the development from Woodinville Water District.
- 10.3 **Storm Water.** Storm water runoff from the Project will be treated as required by the 2021 King County Storm Water Design Manual and any amendments to the manual adopted by the City as well as other applicable regulations, including detention and treatment in underground vaults on the Real Property.
11. **Public Benefits.** Owner shall provide the public benefits set forth on **Exhibit I attached** hereto. Consistent with the public benefits provisions for development agreements in WMC 21.85.020(2) and WMC 21.85.040(4), the public benefits of affordable housing will be provided in multifamily rental phases of the Project. The Project also will provide public benefits and utilize additional height and density (floor area ratio) bonuses under the incentive options provided in WMC 21.32.040 and WMC 21.32.050.
12. **Vested Rights.** The regulations referenced in this Section 12 shall be referred to as the “Vested Code.”
- 12.1 **Development Regulations.** Owner shall have the right to develop the Property, including construction of uses, amenities and infrastructure, subject to this Agreement and City development regulations in Titles 21, 12, and 15 WMC and the provisions of the 2024 Woodinville Comprehensive Plan as they exist on the Effective Date of this Agreement (as defined by Section 17.17) for the full duration of this Agreement.
- 12.2 **Impact Fees.** Transportation, park, and school impact fees will be paid prior to building permit issuance consistent with the following:
- 12.2.1. **Transportation Impact Fees.** For the duration of this Agreement, Owner shall be vested to and responsible to pay to the City at building permit issuance a transportation impact fee of \$3,760 per p.m. peak hour person trip pursuant to Chapter 3.39 WMC.

- 12.2.2. Park Impact Fees. For the duration of this Agreement Owner shall be vested to and responsible to pay to the City at building permit issuance a park Impact fee of \$3,175 per dwelling unit pursuant to Chapter 3.36 WMC.
- 12.2.3. School Impact Fees. For the duration of this Agreement, Owner shall be responsible for paying school impact fees in effect at the time of the issuance of a building permit pursuant to Chapter 3.38 WMC.
- 12.2.4. Offsets to Impact Fees. Payment of transportation and park impact fees shall be subject to any credits and refunds Owner is eligible for under Chapters 3.36 and 3.39 WMC, including the fair market value of any right-of-way dedicated for a qualifying transportation improvement.
- 12.3 Building Code Standards. Notwithstanding the provisions of Section 12.1, the State Building and Energy Codes set forth in Chapters 19.27 and 19.27A RCW and as adopted by the City in Chapter 21.62 WMC that are in effect as of the date of the filing of complete application for each building permit within the Project, and not Section 12.1, shall govern the City's review and approval of each building permit within the Project.
- 12.4 Other Regulations & Compliance.
- 12.4.1. As provided for in RCW 36.70B.170(4), the City reserves the authority to impose new or different officially adopted regulations of general applicability, but only if and to the extent required by a serious threat to public health and safety, as determined by the City Council after notice and an opportunity to be heard has been provided to Owner. Further, the proposed development shall not vest against any environmental protection regulations the adoption or revision of which is mandated by state or federal law. The Project shall not be subject to any development moratoria the City may adopt after the date of this Agreement unless necessitated by a serious threat to the public health, safety, and welfare, or as may be required by mandates in state or federal law.
- 12.4.2. In addition to any other easements and dedications required herein, Owner shall provide the City with easement(s) or other recorded authorization(s) for the City or its designee to enter onto the Real Property as and where reasonably necessary in order to inspect storm drainage facilities located on the Real Property and discharging, directly or indirectly, to the City's storm drainage systems. The City may apply such requirements as conditions for approving permits or other City approvals.
13. **Environmental Review.** Environmental Review for the build-out of the Project was completed and a SEPA decision for a Mitigated Determination of Non-Significance ("MDNS") was issued. No further environmental review is anticipated for all Subsequent Approvals unless such future actions require an addendum or new environmental review pursuant to WAC 197-11-600 as adopted by reference in WMC 21.52.210.
14. **Modifications to WMC.** Although the Project shall be vested to the development regulations in effect on the date of this Agreement, Owner may request to be bound by future amendments to the WMC. Such request shall be reviewed and decided as an amendment of the agreement consistent with Section 15. Except for the Termination Date (as defined in Section 16.1), any of the dates set forth in this Agreement may be revised administratively by agreement between Owner and City Manager, or designee.
15. **Amendment of Agreement.** This Agreement (including the Exhibits hereto) contains all terms, conditions, and provisions agreed upon by the Parties, and shall not be modified except by written

amendment executed by both Parties. Without limitation of the provisions of Section 17.14 hereof, Green Partners' successor(s) to the Real Property or to one or more Phases of the Project comprising any lot lying within the Real Property, as established by the BSP, may seek amendment of this Agreement solely with respect to such successor's lot(s), subject to the terms of all recorded private covenants or restrictions applicable to such lot(s). The City shall have no obligation to determine whether any private covenants or restrictions apply to such lot(s).

15.1 Major Modifications. A "Major Modification" is an alteration that changes the original purpose or intent of the Project, increases the intensity of the Project, or creates or increases any significant impacts as determined by the City Manager. This may also include Owner requests to be bound by future amendments to the Woodinville Municipal Code that such modification the City Manager determines should be decided by the City Council.

15.2 Minor Modifications. A "Minor Modification" is an alteration to the Project that does not change the original purpose or intent of the Project, does not increase the intensity of the Project, and does not create or increase any significant impacts as determined by the City Manager.

15.3 Modification Process. A Major Modification must obtain approval from the City Council following the procedures set forth in WMC 21.85. A Minor Modification may be approved by the City Manager, or designee. The City Manager or designee shall determine whether a proposed modification is major or minor under this Section 15.

16. **Term of Agreement.** The term of this Agreement shall be ten (10) years from the Effective Date (as defined by Section 17.17).

16.1 The date that is ten (10) years from the Effective Date shall be the "Termination Date".

16.2 This Agreement shall terminate upon the earliest of (i) the Termination Date, (ii) issuance of the certificate of occupancy for the final Phase of the Project, and (iii) the effective date of a written notice by Owner to the City terminating this Agreement. Upon such termination, the City shall record a notice of termination in a form substantially similar to that notice attached as Exhibit M.

16.3 Termination of this Agreement shall not affect, cancel or result in termination of any of Owner's obligations under applicable law (i) to comply with the City Comprehensive Plan and the terms and conditions of any applicable zoning or land use regulation or other land use entitlements approved with respect to the Real Property, or (ii) to pay assessments, liens, fees or taxes (all of the foregoing, collectively, "Post Termination Obligations"). The Post Termination Obligations shall continue to run with the land comprising the Real Property and shall be binding on Owner or its successors and assignees acquiring any interest in the Real Property or any portion thereof by or through Owner.

17. **General Provisions.** This Agreement includes General Provisions as outlined below:

17.1 Notice. A notice required by this Agreement between the City and Owner shall be in writing and either: (a) delivered personally, (b) sent by electronic transmission with an additional copy sent by overnight delivery service, or (c) deposited in the U.S. Mail, Certified Mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City: City Manager
 City of Woodinville
 17301 133rd Avenue NE

Woodinville, WA 98072
Phone: 425-489-2700

If to Owner: Green Partners, LLC
P.O. Box 654
Kirkland, WA 98083
Phone: 425-889-7900
jasonh@cascademgt.com

Notice by hand delivery or by overnight delivery service shall be effective upon receipt. If deposited in the U.S. Mail, notice shall be deemed delivered forty-eight (48) hours after deposited. If sent by electronic transmission, such notice shall be effective upon receipt. Any Party at any time giving notice to the other Party may designate a different address or person to which such notice or communication shall be given.

- 17.2 Interpretation. The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into development agreements pursuant to RCW 36.70B.170, et seq., and this Agreement shall be construed to exclude from the scope of this Agreement and to reserve to the City, only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration. If any terms of this Agreement conflict with otherwise applicable provisions of the WMC, the terms and conditions of this Agreement shall control to the extent legally permissible.

This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as: (a) a waiver of the City's constitutional and statutory powers; or (b) implied that the City is contracting away its constitutional and statutory powers, except as otherwise authorized by law.

- 17.3 Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.
- 17.4 Incorporation of Recitals. The Recitals contained in this Agreement are hereby incorporated into this Agreement as if fully set forth herein.
- 17.5 Covenant of Good Faith and Cooperation. The Parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority, to implement the intent of this Agreement. Each Party covenants to use its best efforts and work cooperatively in order to secure the benefits, rights and cooperative development of the Property. The Parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement.
- 17.6 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement for a particular situation, is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.
- 17.7 Necessary Acts. Each Party shall execute and deliver to the other all other further instruments and documents that are reasonably necessary to carry out and implement this Agreement and/or Project Approvals as may be necessary to provide the Party with a full and complete enjoyment of its rights and privileges under this Agreement.

- 17.8 Authority. Each Party respectively represents and warrants that it has the power and authority, and is duly authorized, to enter into this Agreement on the terms and conditions herein stated, and to deliver and perform its obligations under this Agreement.
- 17.9 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth herein.
- 17.10 Covenant Running with the Land. This Agreement and all provisions contained herein shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to Washington law.
- 17.11 Recording. A memorandum of this Agreement shall be recorded against the Property as a covenant running with the land and shall be binding on Green Partners and its successors and assigns. The memorandum shall be substantially in the form attached as **Exhibit N.**
- 17.12 Covenants Not Inconsistent with Project Approvals and/or This Agreement. Owner (its successors and assigns) shall have the right to record such Covenants, Conditions and Restrictions ("CC&Rs") against all or any portion of the Property provided that those CC&Rs are not inconsistent with the requirements or conditions set forth in any Project Approval or this Agreement. Such CC&Rs may be executed and recorded without review or approval by the City, except as may be required by the WMC.
- 17.13 No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.
- 17.14 Successors and Assigns. Owner shall have the right to assign or transfer all or any portion of its interest, rights, obligations or responsibilities in this Agreement, including Subsequent Approvals, to third parties acquiring an interest in Owner or the Real Property, or any portion thereof, including, without limitation, purchasers or long-term ground lessees of individual lots comprising a portion of the Real Property. Such assignments or transfers shall be made pursuant to a written agreement without the necessity of consent by the City. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors as provided by RCW 36.70B.190.
- 17.15 Attorneys' Fees. In the event of any dispute concerning this Agreement, the prevailing Party (or substantially prevailing Party, if no one Party prevails entirely) shall be entitled to receive its attorneys' fees and costs at trial, at any alternative dispute resolution proceeding, and on appeal.
- 17.16 Exhibits. This Agreement includes the following exhibits which are incorporated herein by this reference as if fully set forth:

Exhibit A:	Legal Description of Real Property
Exhibit B:	Overall Site Plan
Exhibit C:	Road Standards
Exhibit D:	Certificate of Satisfaction
Exhibit E:	Haul Routes
Exhibit F:	Public Improvements
Exhibit G:	Warehouse Adaptive Reuse Standards- Design Departures
Exhibit H:	Warehouse Adaptive Reuse Standards- Interim Conditions
Exhibit I:	Public Benefits
Exhibit J	NE 175 th St Public Plaza
Exhibit K	Spray Park Feature

Exhibit L: Urban Stream Designation
Exhibit M: Notice of Termination
Exhibit N: Memorandum of Agreement

- 17.17 Effective Date. This Agreement shall be effective upon the last date this Agreement was executed by all Parties (the "Effective Date").
- 17.18 Counterparts. This Agreement may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears, and all such counterparts shall constitute one document.
- 17.19 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction to enforce all obligations under this Agreement shall lie in the King County Superior Court.

[Signatures on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

CITY OF WOODINVILLE
a Washington Municipal Optional Code City

Brandon Buchanan, City Manager

Date: _____

APPROVED AS TO FORM:

Jeffrey Ganson, City Attorney

GREEN PARTNERS, LLC
a Washington limited liability company
By Mount Tolt Holdings, LLC, its Managing Member

Brian Ainsworth
Head of Real Estate Asset Management

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me Brandon Buchanan, to me known to be the City Manager of the City of Woodinville that executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that said individual is authorized to execute said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2026.

NOTARY PUBLIC in and for the State of Washington, residing at _____
My commission expires _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Brian Ainsworth as an Authorized Signatory of Mount Tolt Holdings, LLC, a Washington limited liability company.

WITNESS my hand and official seal.

Signature

_____(Seal)

EXHIBITS
[BEGIN ON NEXT PAGE]

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

RECORD LEGAL DESCRIPTION FOR AREA 1

PARCEL A:

THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 40 RODS SOUTH AND 20 RODS WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

THENCE SOUTH 40 RODS;

THENCE WEST 20 RODS;

THENCE NORTH 40 RODS;

THENCE EAST 20 RODS TO THE POINT OF BEGINNING.

EXCEPT ROADS.

TOGETHER WITH A STRIP OF LAND 16.5 FEET WIDE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 330 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION;

RUNNING THENCE SOUTH 660 FEET;

THENCE WEST 16.5 FEET;

THENCE NORTH 660 FEET;

THENCE EAST 16.5 FEET OF THE PLACE OF BEGINNING;

EXCEPT THE WEST 0.5 FEET OF THE SOUTH 107 FEET OF THE NORTH 140 FEET THEREOF.

AND EXCEPT ROADS.

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON BY DEED RECORDED JANUARY 27, 1992 UNDER RECORDING NO. 9201270405.

PARCEL B:

PARCEL E OF WOODIN CREEK VILLAGE WOODINVILLE BLA 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

PARCEL C:

PARCEL D OF WOODIN CREEK VILLAGE WOODINVILLE BLA NO. 14002, AS RECORDED FEBRUARY 19, 2015 UNDER KING COUNTY RECORDING NO. 20150219900001 AND AS MODIFIED BY AFFIDAVIT OF CORRECTION RECORDED JUNE 3, 2015 UNDER RECORDING NO. 20150603000291, IN KING COUNTY, WASHINGTON.

PARCEL D:

LOT 2 OF KING COUNTY SHORT PLAT NO. 1176046, AS RECORDED JANUARY 19, 1977 UNDER KING COUNTY RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL D-1:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;
THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;
THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL E:

LOT 4 OF KING COUNTY SHORT PLAT NO. 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NO. 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL F:

LOT 4, KING COUNTY SHORT PLAT 976079, RECORDED MARCH 16, 1977 UNDER RECORDING NO. 7703160466, KING COUNTY, WASHINGTON.

PARCEL G:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION;
THENCE SOUTH 0°43'48" WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 30.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUE SOUTH 0°43'48" WEST ALONG SAID WEST LINE 159.56 FEET;
THENCE NORTH 89°19'17" WEST 26.28 FEET;
THENCE SOUTH 0°40'43" WEST 232.88 FEET;
THENCE NORTH 89°43'29" EAST 130.08 FEET TO A LINE 104.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
THENCE NORTH 0°43'48" EAST ALONG SAID PARALLEL LINE 389.65 FEET;
THENCE NORTH 88°59'33" WEST 104.00 FEET TO THE TRUE POINT OF BEGINNING.

APN: 102605-9042-04
APN: 102605-9047-09
APN: 102605-9060-01
APN: 102605-9107-06
APN: 102605-9141-04
APN: 102605-9096-09
APN: 102605-9055-08

AREA 2

PARCEL A:

LOT 1, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL A-1:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;
THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;
THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL B:

LOT 3, KING COUNTY SHORT PLAT NUMBER 1176046, RECORDED JANUARY 19, 1977 UNDER RECORDING NUMBER 7701190699, IN KING COUNTY, WASHINGTON.

PARCEL B-1:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 286.00 FEET OF THE EAST 60.00 FEET OF THE WEST 200.00 FEET OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;

THENCE SOUTH 2°48'27" EAST 627.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORE L. CALKINS;

THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET;

THENCE NORTH 2°48'27" WEST 625.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF COUNTY ROAD;

THENCE EAST ALONG THE SOUTH LINE OF SAID ROAD 325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL C:

BEGINNING AT A POINT 346.00 FEET WEST AND 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 107.00 FEET;

THENCE WEST 0.5 FEET;

THENCE SOUTH 520.00 FEET;

THENCE WEST 100.0 FEET;

THENCE NORTH 624.70 FEET;

THENCE EAST 100.00 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION DEEDED TO KING COUNTY FOR 139TH AVENUE NORTHEAST BY DEED RECORDED MAY 15, 1986 UNDER RECORDING NUMBER 8605150915.

APN: 102605-9130-07

APN: 102605-9140-05

APN: 102605-9043-03

EXHIBIT B

OVERALL SITE PLAN



EXHIBIT C

ROAD STANDARDS

For Private Streets Only

For private through-block roadway, shown on Overall Site Plan West Block:

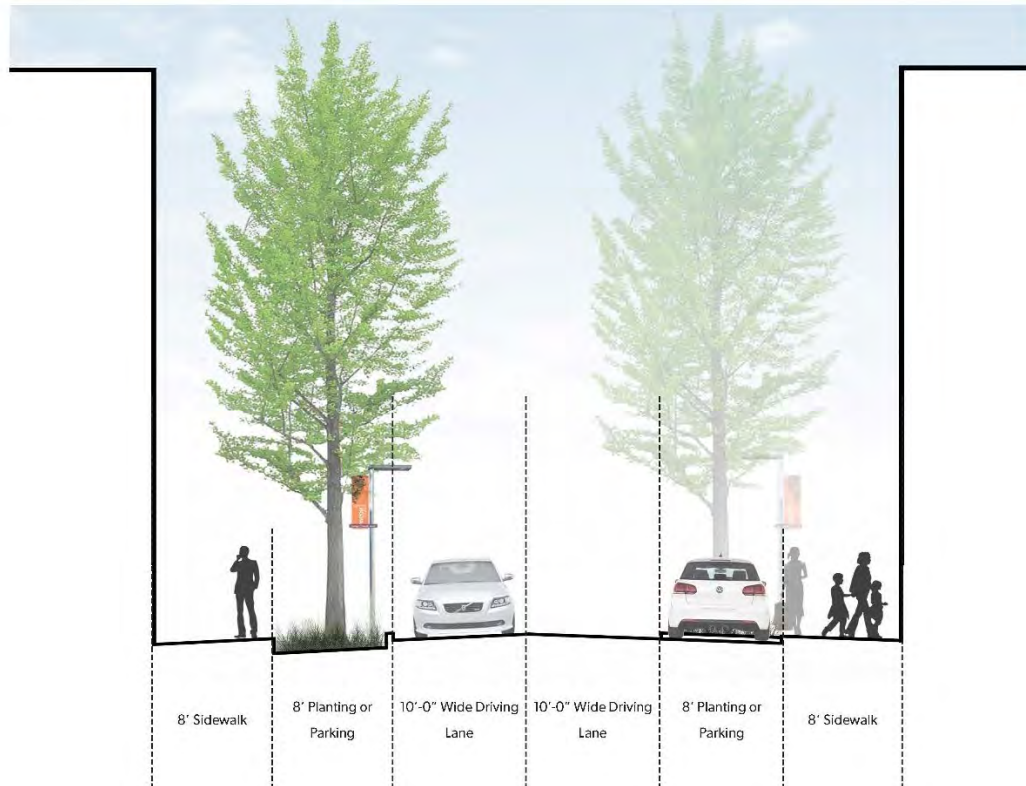
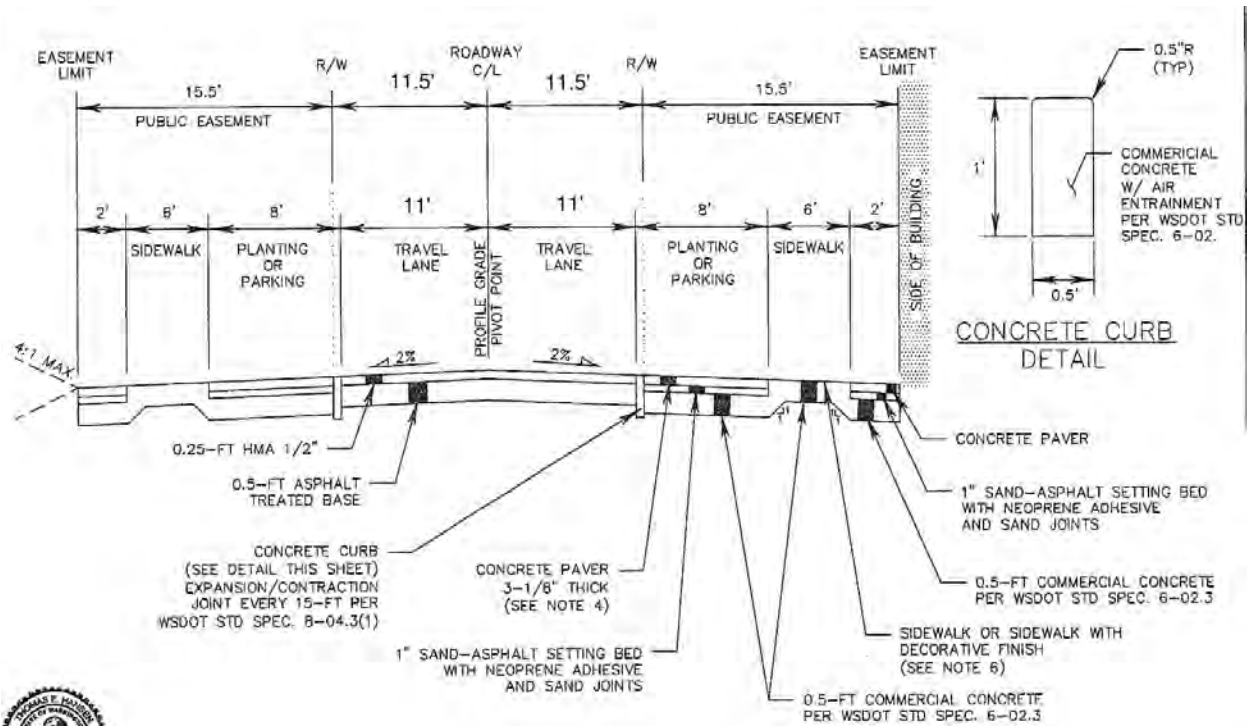


EXHIBIT C (CONTINUED)

Proposed Minimum Standards for:

137th Ave NE, and NE 174th Street

(Adjusted standard detail 181 for CBD Lane)



* FOR NOTES SEE STANDARD DETAIL 182

N.T.S.

EXHIBIT D

CERTIFICATE OF SATISFACTION

AFTER RECORDING, PLEASE RETURN TO:

City of Woodinville
Attn: City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

CERTIFICATE OF SATISFACTION

This CERTIFICATE OF SATISFACTION (this “Certificate”) is issued as of the ____ day of _____, 20____, by the CITY OF WOODINVILLE, a Washington municipal corporation (“City”), to Green Partners, LLC, a Washington limited liability company, and/or its successors and assigns (“Developer”), pursuant to the Development Agreement referenced below.

RECITALS

A. Reference is made to that certain Memorandum of Agreement of Development Agreement by and between the City of Woodinville and Green Partners, LLC, for The Midtown Woodinville development entered as of [date], recorded [date] (the “Development Agreement”), under Recording No. [#####] (the “Memorandum”). Capitalized terms used and not defined herein shall have the meanings assigned thereto in the Development Agreement.

B. [Reference the Phasing plan under the Development Agreement.] Phase ____ of the Project encompasses the property legally described in attached Exhibit 1 hereto (the “Property”).

C. This Certificate is being delivered by City in accordance with, and as required by, Section 5.2 of the Development Agreement.

NOW THEREFORE, City hereby acknowledges that, as of the date hereof, the City has issued a certificate of occupancy for Phase ____ of the Project and that the City is satisfied that each condition set forth in the Development Agreement relating to the design and construction of such phase has been satisfied. This Certificate is issued solely for the purposes stated in Section 5.2 of the Development Agreement, is issued solely to Developer and not to or for the benefit of any other person, and does not constitute a representation or warranty by the City for any other purpose.

Notwithstanding this Certificate, Section 16.3 of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this Certificate affects such survival.

[Signature Page Follows]

IN WITNESS WHEREOF, City has executed and delivered this Certificate as of the date first set forth above.

CITY OF WOODINVILLE

By: [form only; not for execution]

Name: _____

Title: _____

STATE OF WASHINGTON)
)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____

NOTARY PUBLIC in and for Washington

Residing at: _____

My appointment expires: _____

EXHIBIT E: HAUL ROUTES

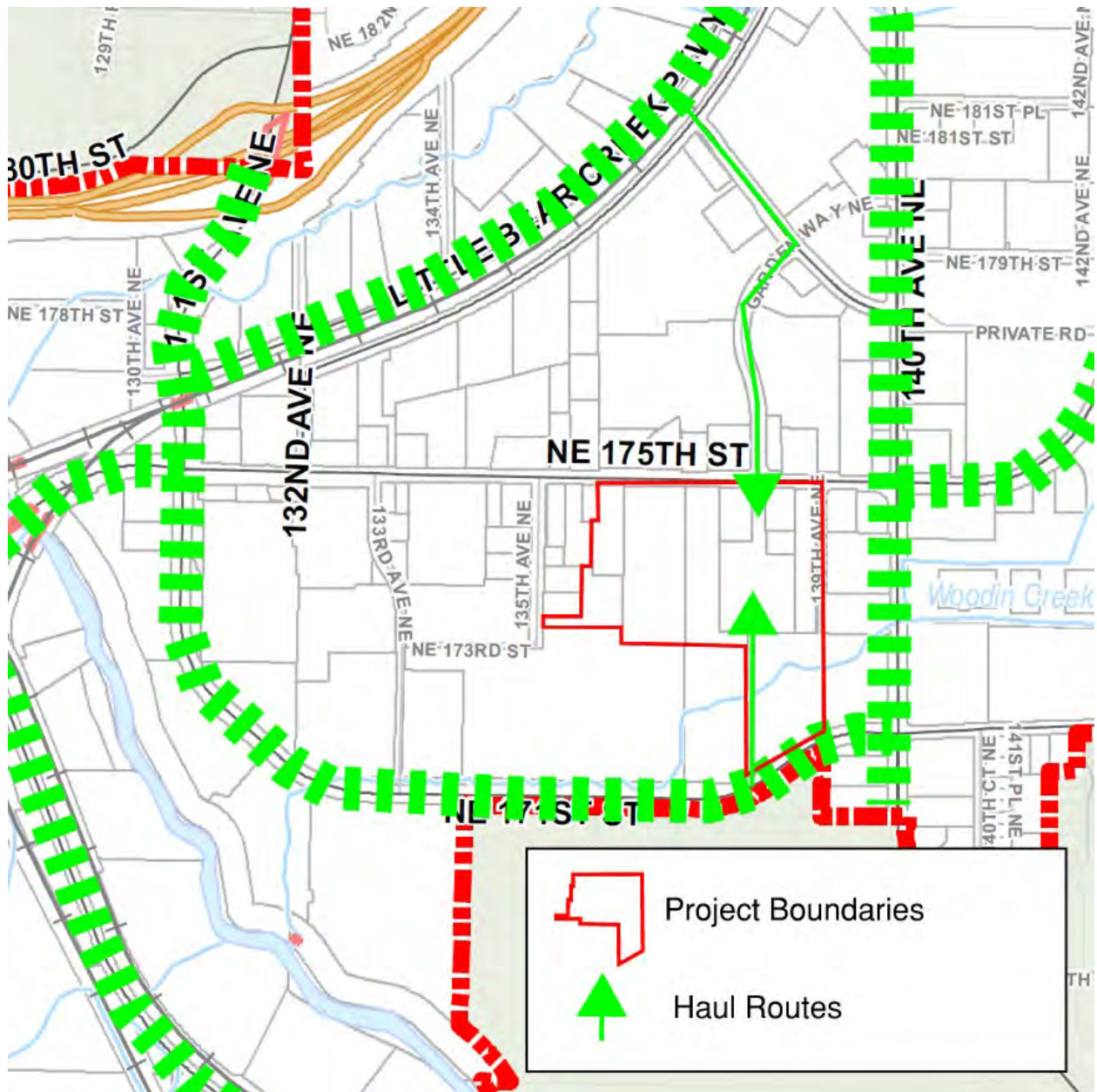


EXHIBIT F: PUBLIC IMPROVEMENTS

East Phase Improvements

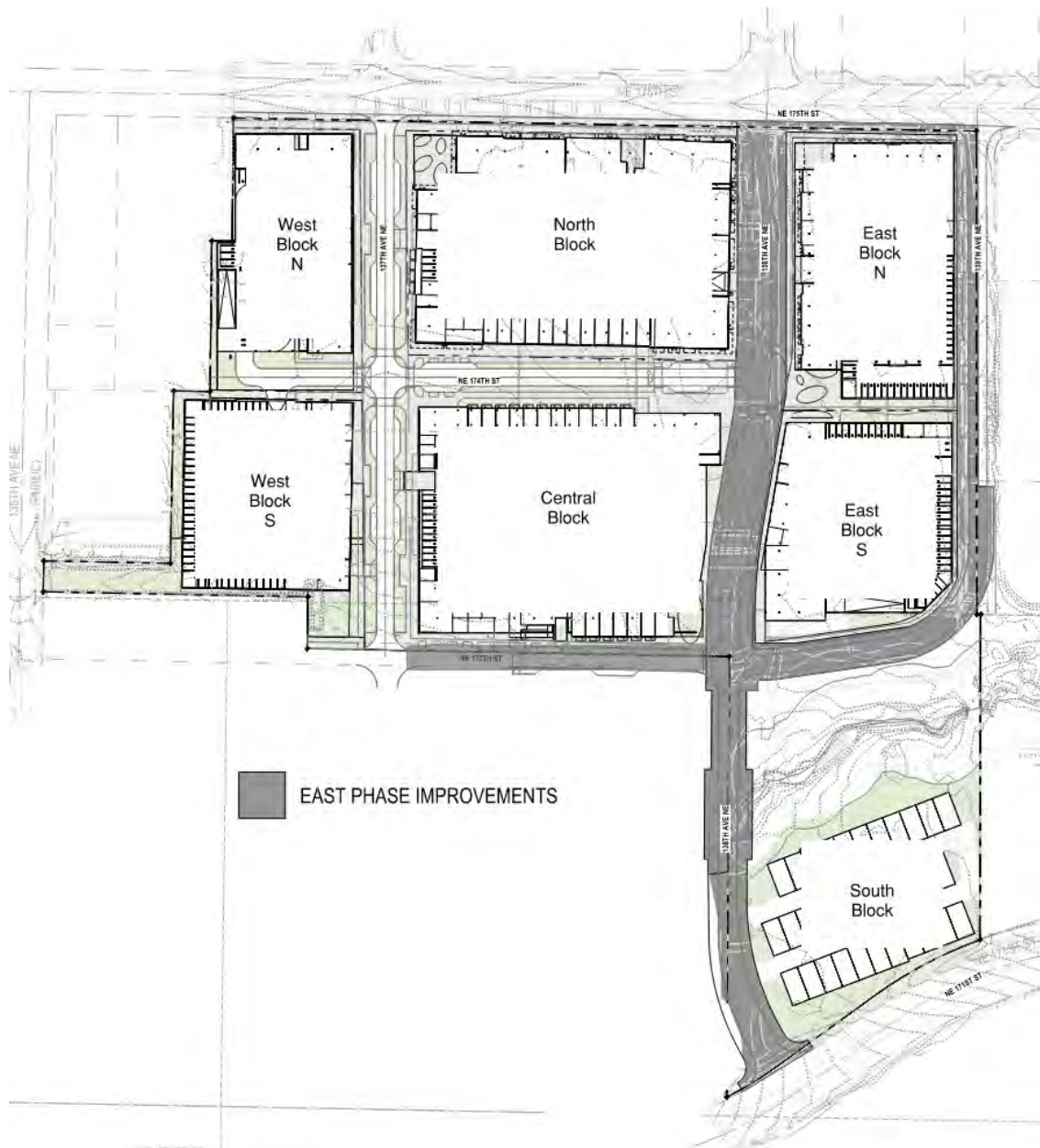


EXHIBIT F (CONTINUED)

West Phase Improvements

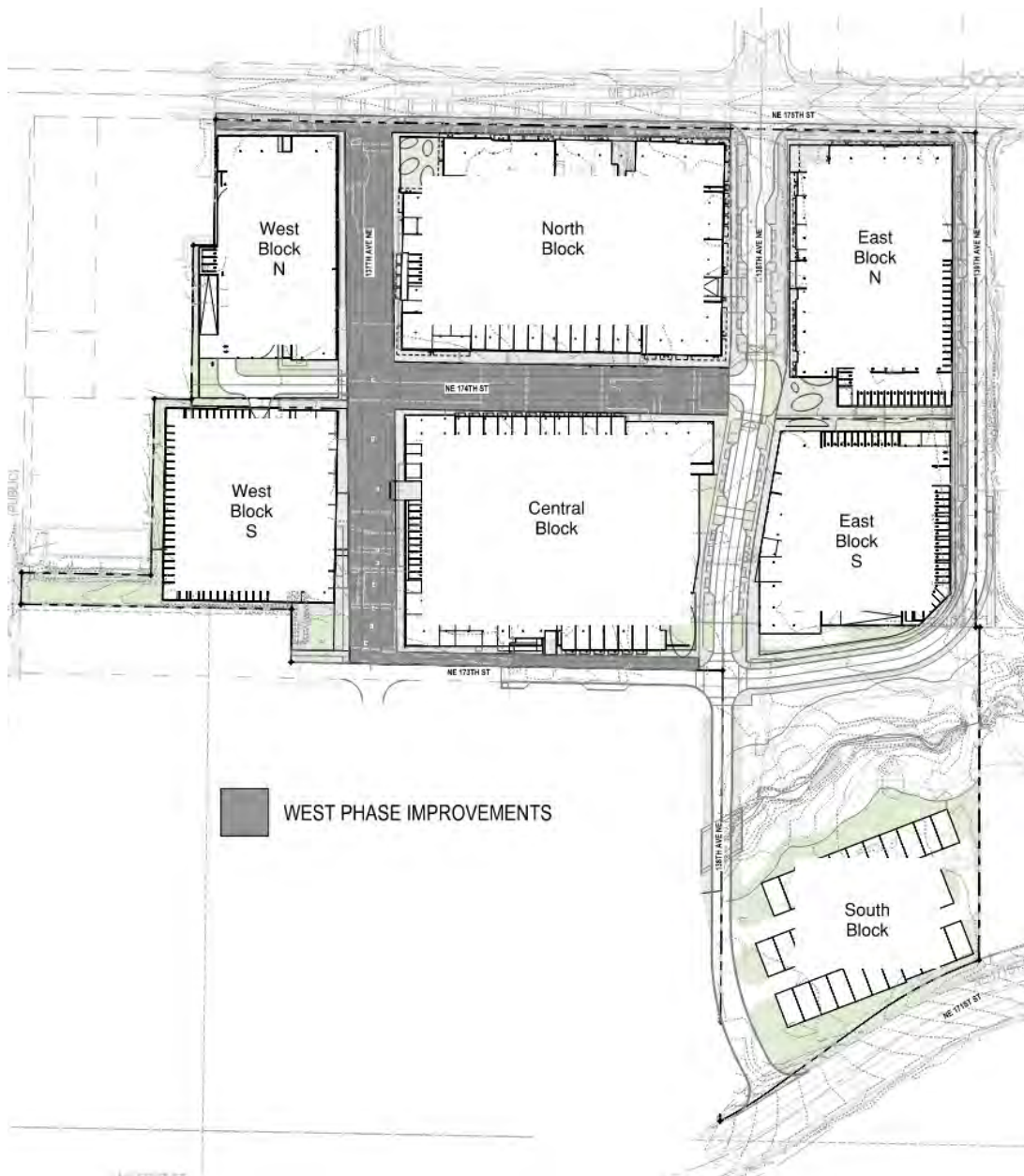


EXHIBIT G:
WAREHOUSE ADAPTIVE REUSE STANDARDS- DESIGN DEPARTURES

Pursuant to WMC 21.33.030 and the Downtown Vision & Illustrative Guide (2018)

The following departures from the Commercial Design Standards in **Chapter 21.33 WMC** are authorized for the Project as part of this Development Agreement. Each departure is explicitly tied to an identifiable code requirement and is justified based on the adaptive reuse of the existing agrarian warehouse-style building and consistency with the Downtown Vision & Illustrative Guide.

Departure 1:

Departure 1 – Weather Protection Requirements (WMC 21.33.240)

Authorized Departure:

Weather protection elements—such as canopies, awnings, overhangs, or recessed entries—otherwise required at building entrances, secondary entries, retail storefronts, and retail garage doors are not required. This supports preservation of the historic agrarian warehouse-style appearance and is consistent with the Downtown Vision & Illustrative Guide.

Code Provisions Departed From:

- WMC 21.33.240(2)(a): Requires weather protection at least 6 feet deep over primary entries.
- WMC 21.33.240(2)(b): Requires compliance with weather-protection provisions along pedestrian-oriented streets pursuant to WMC 21.33.110(2)(b).
- WMC 21.33.240(2)(c): Sets required canopy height limits (8–15 ft).
- WMC 21.33.240(2)(d): Specifies allowable canopy materials and prohibits unapproved corrugated metal.

Scope of Departure:

- Elimination of required overhead weather protection at all building entrances and storefronts.
- Removal of material, dimension, and height restrictions applicable to required canopies.
- Authorization for an intentionally un-canopied façade consistent with the preserved agricultural form.
- Clear retail-style garage doors may be used without required weather protection elements.

Departure 2:

Departure 2 – Human Scale Measures (WMC 21.33.320)

Authorized Departure:

The existing building, classified under WMC 21.33.320(2)(a)(ii) as requiring four human-scale measures, may satisfy those requirements using the following measures consistent with the agrarian reuse concept:

- WMC 21.33.320(2)(b)(iii): At least 150 sq. ft. of pedestrian-oriented space per 100 lineal feet of building façade.
- WMC 21.33.320(2)(b)(iv): First-floor individual windows—satisfied through clear, retail-style garage doors functioning as first-floor fenestration.
- WMC 21.33.320(2)(b)(v): Retention of the existing hipped roof covering at least one-half of the building footprint.
- WMC 21.33.320(2)(b)(vii): Retention of spatially defining elements such as the existing roof canopy defining the outdoor flex area on the south elevation.

Code Provisions Departed From:

- WMC 21.33.320 typically anticipates incorporation of human-scale features through new architectural elements such as balconies, bay windows, added setbacks, porches, or sculpted building modulation.
- This adaptive reuse departs from the prescriptive “new construction” interpretation of these standards.

Scope of Departure:

- Recognition that existing roof forms, canopy structures, and garage-door fenestration satisfy required human-scale elements.
- Elimination of the need to add new architectural projections, setbacks, or porches to meet the human-scale measure count.
- Substitution of agrarian building characteristics in place of traditional human-scale toolsets while still satisfying the intent of WMC 21.33.320.

Departure 3:**Departure 3 – Exterior Materials (WMC 21.33.360)****Authorized Departure:**

The existing metal exterior cladding may remain and may exceed the typical maximum façade percentage permitted for exposed exterior walls clad in metal. Retention of the cladding is intended to reinforce the authentic former agrarian warehouse character supported by the Downtown Vision & Illustrative Guide.

Code Provisions Departed From:

- WMC 21.33.360 limits the extent of metal cladding and requires exterior finishes to reflect early-1900s agrarian architectural materials, typically emphasizing masonry, wood, and high-quality non-industrial panels.
- Related design standards (e.g., WMC 21.33.310–330) discourage extensive metal siding as a primary finish.

Scope of Departure:

- Authorization for the existing corrugated or industrial metal siding to remain as the dominant exterior material.
- Removal of the material-mix requirements that otherwise limit the percentage of metal cladding on all principal façades.
- Preservation of the existing historic industrial-agrarian aesthetic rather than requiring replacement with contemporary compliant materials.

EXHIBIT H:
WAREHOUSE ADAPTIVE REUSE STANDARDS- INTERIM CONDITIONS

Interim Condition 1:

Interim Condition 1 – Off-Street Parking Requirements (WMC 21.33.110), and Interim Parking Construction Standards

Authorized Interim Condition:

Required off-street parking for the Project may be satisfied by improving existing surface parking areas located on the Project site and on adjacent parcels fronting NE 175th Street. Improved off-site parking areas under common ownership or control may be counted toward the Project's required parking supply.

Code Provisions:

- WMC 21.33.110 requires development to meet parking standards through on-site parking supply and traditional site-planning configurations.
- This interim condition allows required parking to be met through reconfiguration, resurfacing, restriping, or access improvements to existing surface lots, even where such lots are not located entirely within the Project parcel.

Scope of Interim Condition:

- Recognition of existing surface parking areas—on-site and off-site—as satisfying Chapter 21.40 WMC parking requirements.
- Use of existing impervious areas to meet parking obligations in lieu of constructing new parking facilities.
- Authorization for shared or distributed parking across multiple parcels fronting NE 175th Street.

Interim Parking Construction Standards:

- A. All interim surface parking facilities shall be constructed with a dust-free and all-weather surface.
- B. Expanded surface parking facilities shown in Figures 1 & 2 shall meet the stall design standards in WMC 21.37.070(2) and (3) and shall follow the grading requirements pursuant to Chapter 15.05 WMC and drainage requirements pursuant to Chapter 13.05 WMC. Existing surface parking facilities may be maintained in their existing condition and configuration provided drainage conditions do not result in negative impacts.
- C. Parking Lot Lighting. Adequate lighting shall be provided for safety of traffic and pedestrian circulation on the site pursuant to WMC. Lighting shall be designed to minimize direct illumination of abutting properties and adjoining streets. The Director may waive the requirements for installment of lighting if it is determined not to be necessary for the safety of traffic and pedestrian circulation.
- D. Off-street parking and access shall be compliant with the Americans with Disabilities Act and designed using standards set forth in Washington State regulations for barrier-free accessible facilities (WAC).

Interim Condition 2:

Interim Condition 2 – Landscaping Requirements (WMC 21.33.200; WMC 21.33.110(2)(g)(i))

Authorized Interim Condition:

The Project may satisfy required street-front landscaping through a combination of in-ground planting areas and above-ground planters consistent with the Downtown Vision & Illustrative Guide. Along NE 175th Street, above-ground planters may be used in lieu of the in-ground landscaped buffer and low wall otherwise required by WMC 21.33.110(2)(g)(i).

Code Provisions:

- WMC 21.33.200 requires in-ground landscaping meeting specified plant sizes, spacing, soil volume, and installation requirements.
- WMC 21.33.110(2)(g)(i) requires a planted street-front buffer which normally includes continuous in-ground landscaping, screening, and in some cases a low wall.

Scope of Interim Condition:

- Authorization for above-ground, movable or semi-permanent planters to serve as the required landscape treatment.
- Modified plant size, soil volume, or spacing standards where dictated by planter constraints.
- Elimination of the required in-ground landscaped strip and low wall along NE 175th Street.

FIGURE 1
WAREHOUSE ADAPTIVE REUSE APPROXIMATE SITE PLAN

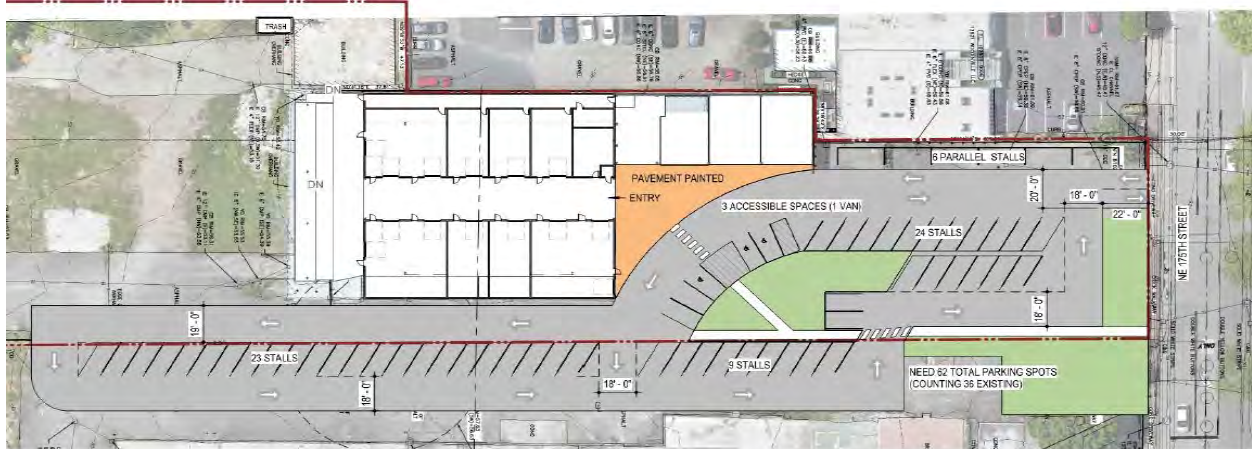


FIGURE 2
WAREHOUSE ADAPTIVE REUSE APPROXIMATE PAVING PLAN

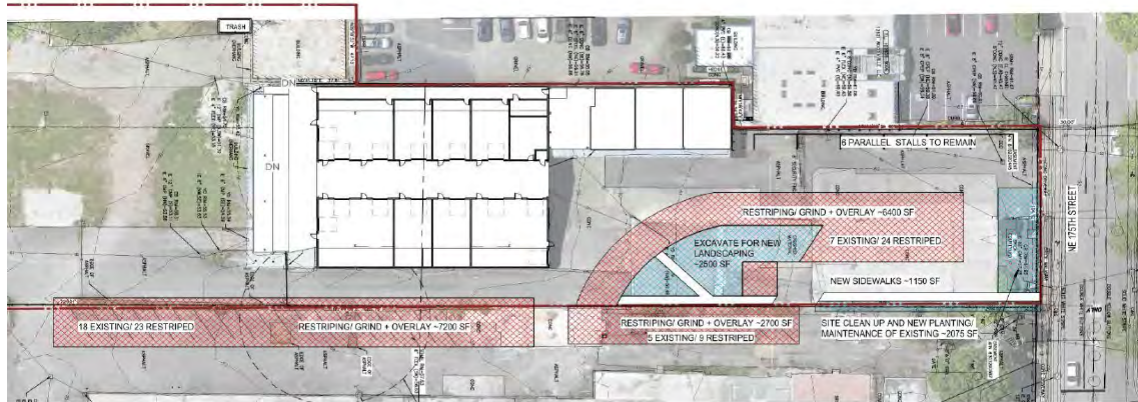


EXHIBIT I: PUBLIC BENEFITS

Redevelopment of the Property in accordance with the Concept Site Plan and this agreement will provide substantial public benefits to the community, including:

GENERAL:

1. Supporting Woodinville's Vision. The Project supports Woodinville's vision as a welcoming, family-friendly, and diverse community that supports a successful balance of neighborhoods, parks and recreation, businesses, and tourism.
2. Enhancing the Downtown. The Project helps implement the City's objective of maintaining and enhancing the downtown as an inviting place to work, shop, live, and socialize with mixed-use development, public plazas, and open space.
3. Housing Growth Target. With over a thousand proposed new dwelling units, the Project will contribute substantially towards the City's 2044 housing growth target number. This will also support the City's goal of creating a more pedestrian-friendly downtown as these homes integrate with new commercial spaces.
4. Northwest Woodland Character. The Project will continue to preserve and promote this unique identity through the Project's emphasis on including environmental elements into its design and the Project's architecture.
5. City's Streetscape Plan. The Project is committed to implementing its share of the City's streetscape plan.
 - 5.1 NE 175th Street Open Space. The Project shall:
 - 5.1.1 Include a portion of its Public Open Space directly adjacent to, and fronting NE 175th Street.
 - 5.1.2 This portion of Public Open Space shall be at least 4,500 square feet measured from ground floor building façades to the back-of-sidewalk along NE 175th Street, and be two, cohesive open spaces, and as generally shown on Exhibit J.
 - 5.1.3 This portion of Public Open Space shall count towards Public Open Space requirements per WMC Title 21.
6. Business Sales Tax. Development of the site will ensure continued collection of sales tax revenue from store sales that in part supports City operations.
7. Park Impact Fees. The Project is anticipated to generate up to \$4.1 million in park impact fees to support City parks and trails improvements.

PARK SYSTEM IMPROVEMENT- WILMOT GATEWAY PARK STAGE

8. In support of the City of Woodinville's park improvement plans, the Project will, by notice from the City, fund up to \$1 million in park impact fees in advance of park impact fees being due per Chapter 3.36 WMC in exchange for park impact fee credits that may be applied to future Phases.

AFFORDABLE HOUSING

9. The Project shall include income-restricted housing (affordable housing) as follows:
 - 9.1 In accordance with the provisions set forth in the interim zoning regulations set forth in Ordinance No. 786 and extended by Ordinances No. 795 and _____, which are incorporated into the terms of the development agreement by reference, at least 10 percent of the total dwelling units in the development must be affordable housing units made affordable for households earning up to 80 percent of the Area Median Income (AMI), adjusted for household size. If the percentage of affordable units results in any fraction, then the number of required affordable units shall be rounded up to the next whole number. Dwelling units means the same as defined in WMC 21.11A.050. Dwelling units that are ancillary and part of a Residential Care Facility shall not be included in the count of total dwelling units.
 - 9.2 For illustrative purposes, assuming the Project produces a total of 1,000 conventional dwelling units (multifamily and townhouses), a minimum 100 of the total units shall be affordable.

- 9.3 The Project shall contain a minimum of 100 affordable housing units at full build-out.
 - 9.4 The Project's first phase shall contain affordable housing units, and the first two phases containing predominantly multifamily housing shall include affordable housing units, with a minimum of 40 affordable housing units being produced. For later buildings, the choice of the Phase in which affordable units shall be included shall be at the sole discretion of the Owner.
 - 9.5 Affordable units from Phase 1 and 2 may be relocated to future phase buildings once those future buildings are complete and approved for occupancy. The City and Owner will work together, along with any necessary third party, to effectuate necessary legal documentation to achieve the purposes of Exhibit I, Section 9.3 above.
 - 9.6 WMC 21.30 sets forth specific provisions that required affordable units must satisfy including mix of units, quality and finish of units, and dispersal of units throughout a project. The location of qualifying units within the larger project is subject to the discretion of the Director, with the intent that they generally be intermingled with all other units in the development. Owner may propose locating all qualifying units in one phase or building, which the Director and City Manager may accept if such proposal is deemed to be more beneficial to the goal of creating beneficial affordable housing units. For illustrative purposes, if such concentration into a single building or phase allowed the creation of units better able to accommodate families through the provision of a significantly higher proportion of the units having 2+ bedrooms than the rest of the project, such configuration may be deemed beneficial and acceptable by the Director and City Manager. Compliance with the remaining provisions, including requirements for comparable quality and finish of units to those of market-rate units, is still mandatory.
10. The Project shall be deemed eligible for the multifamily housing tax exemption set forth in Chapter 3.43 WMC and is vested in these provisions as they exist on the effective date of this development agreement.
- 10.1 The Project, to be eligible for said exemption, shall provide, per Chapter 3.43 WMC for each conventional multifamily rental housing component a minimum of 10 percent affordable units at 50 percent of AMI
 - 10.2 For a phase to qualify for the multifamily housing tax exemption, that phase must fully satisfy the requirements of Chapter 3.43 WMC. Multiple phases may be combined to qualify for the multifamily housing tax exemption in Chapter 3.43 WMC provided eligibility for the program shall not occur until the combined phases fully comply with Chapter 3.43 WMC.
 - 10.3 WMC 3.43.050 sets forth specific provisions that qualifying units must satisfy including mix of units, quality and finish of units, and dispersal of units throughout a project. The location of qualifying units within the larger project is subject to the discretion of the Director, with the intent that they generally be intermingled with all other units in the development. Owner may propose locating all qualifying units in one phase or building, which the Director and City Manager may accept if such proposal is deemed to be more beneficial to the goal of creating beneficial affordable housing units. For illustrative purposes, if such concentration into a single building or phase allowed the creation of units better able to accommodate families through the provision of a significantly higher proportion of the units having 2+ bedrooms than the rest of the project, such configuration may be deemed beneficial and acceptable by the Director and City Manager. Compliance with the remaining provisions, including requirements for comparable quality and finish of units to those of market-rate units, is still mandatory.
11. Should the City Council amend the Multifamily Housing Property Tax Exemption provisions in Chapter 3.43 WMC, the Owner may request through a Minor Modification as set forth in Section 14 of this agreement to have their affordable housing commitment under this agreement modified to vest to the amended Chapter 3.43 WMC, so long as such change does not reduce the minimum number of affordable units to be provided for the entire Project. Any change that would reduce the number of affordable units of overall units for the entire Project would require a Major Modification as set forth in this agreement.

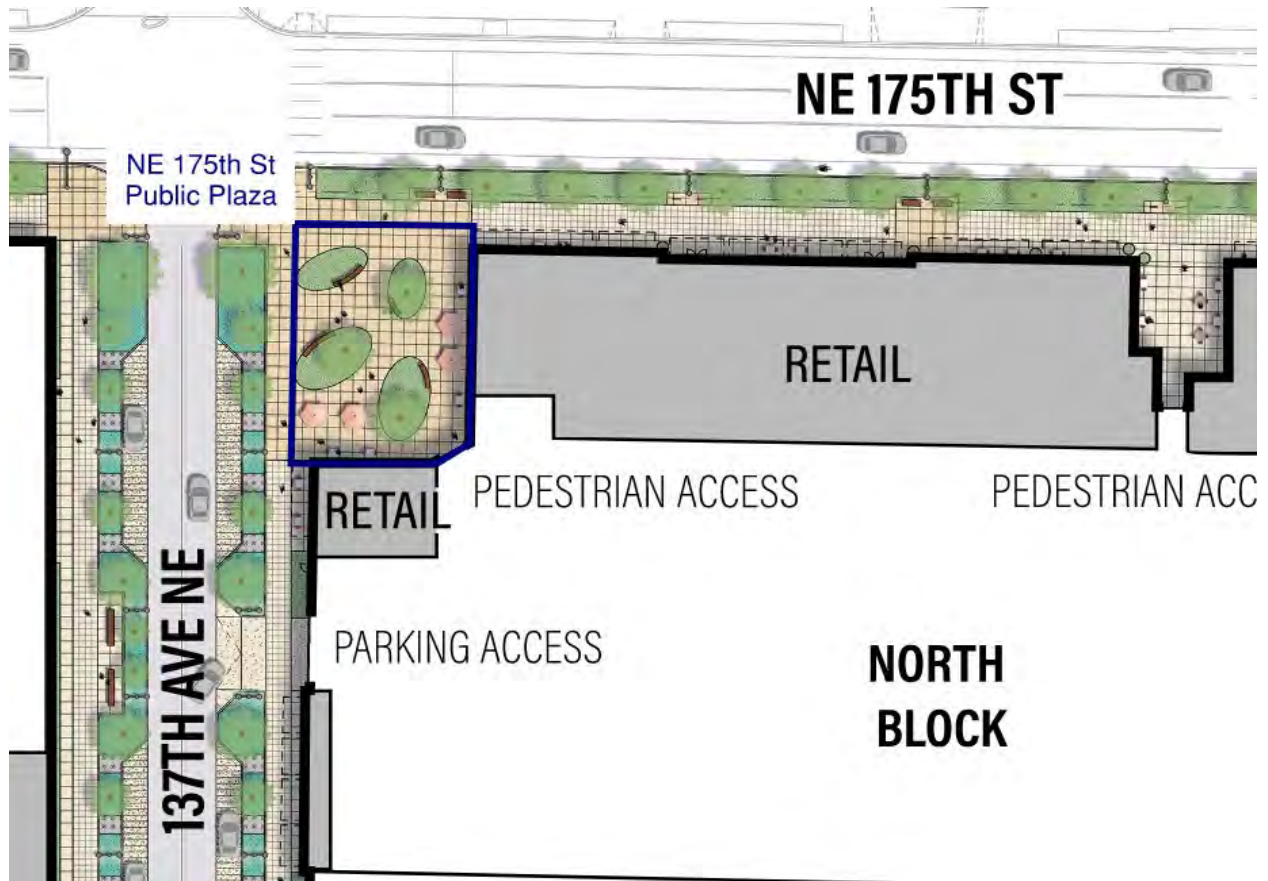
PUBLIC SPRAY PARK FEATURE

12. Green Partners and City will jointly work to design, build, and operate a “spray park feature” accessible to the public during normal daytime hours on a seasonal basis typical for the feature, which is to be located in the plaza in Phase 1 as shown in Exhibit K.
 - 12.1 Green Partners and City shall agree on a concept scope, size, budget. “Feature cost” shall include a concrete splash pad with integrated water jets and spray features, an underground mechanical vault housing pumps, filters, and chemical treatment systems, a drain and recirculation system, non-slip surfacing, perimeter seating or shade structures, and safety signage with ADA-accessible pathways.
 - 12.2 Minimum size of the spray park feature shall be approximately 900 sq/ft. Minimum size of surrounding plaza shall be approximately 5,600 sq/ft, not inclusive of spray park feature.
 - 12.3 Green Partners will contribute \$200,000 towards agreed upon feature cost, the amount of which shall not be eligible for park impact fee credits, and may contribute more toward the feature cost, the amount of which shall be eligible for park impact fee credits.
 - 12.4 City will contribute remainder of agreed upon feature cost. City shall not be obligated to contribute more than \$200,000 but may elect to do so at its sole discretion.
 - 12.5 Green Partners shall be responsible for all costs related to the surrounding plaza and restrooms. Plaza improvements shall include at least typical finishes and furnishings such as seating, trash cans, hardscaping, landscaping, etc.
 - 12.6 Water, power, sewer, and other utilities serving the spray park feature shall be independent of and independently metered from other utility service for the development to allow future assumption by the City.
 - 12.7 Green Partners shall provide a public access easement over the feature, the surrounding plaza, and the restrooms located adjacent to the plaza, all as generally shown in Exhibit J.
 - 12.8 Green Partners shall be responsible for design subject to 12.2 above, permitting, and construction of spray park, surrounding plaza, and adjacent restrooms and will be reimbursed by the City up to the amount provided for in 12.4 above.
 - 12.9 Green Partners will be responsible for operation and maintenance of feature, related equipment, and land upon which it sits for the first year, starting at opening of feature to public, as a warranty period
 - 12.10 At conclusion of one year warranty period as provided for in 12.9, Green Partners shall dedicate the feature, related equipment, and land upon which it sits to City. City shall assume operation and maintenance responsibilities of the spray park feature at that point while Green Partners will retain operation and maintenance responsibilities for surrounding plaza and restrooms.
 - 12.11 Entire plaza, including area used for spray park feature, shall count towards Public Open Space requirements per WMC Title 21.
 - 12.12 City intends, but shall not be obligated, to operate the spray park feature in subsequent years following assumption provided for in 12.10. City may discontinue, at its sole discretion, operation of the assumed facilities for any purpose deemed necessary by the City, including budgetary limitations.
 - 12.12.1 If the City discontinues operation of the feature for three consecutive years, Green Partners or its assignee may request, in writing, assumption of the facility, which shall be reconvened to Green Partners at no cost to Green Partners. Following any reconveyance, the property and improvements shall be incorporated and managed as part of the plaza open space either as a spray feature or otherwise, as determined by Green Partners.
 - 12.12.2 City shall bear costs of periodic maintenance, replacement, and operation of feature following assumption provided for in 12.10.
- 13 Dedication of Right of Way for future 138th Ave NE/NE 171st St roundabout: Green Partners will dedicate property necessary to construct roundabout per Section 6.2.4.2, the value of which shall be eligible for Transportation Impact Fee Credits as provided for in WMC 3.39.110

PUBLIC BENEFITS FOR DEVELOPMENT BONUSES

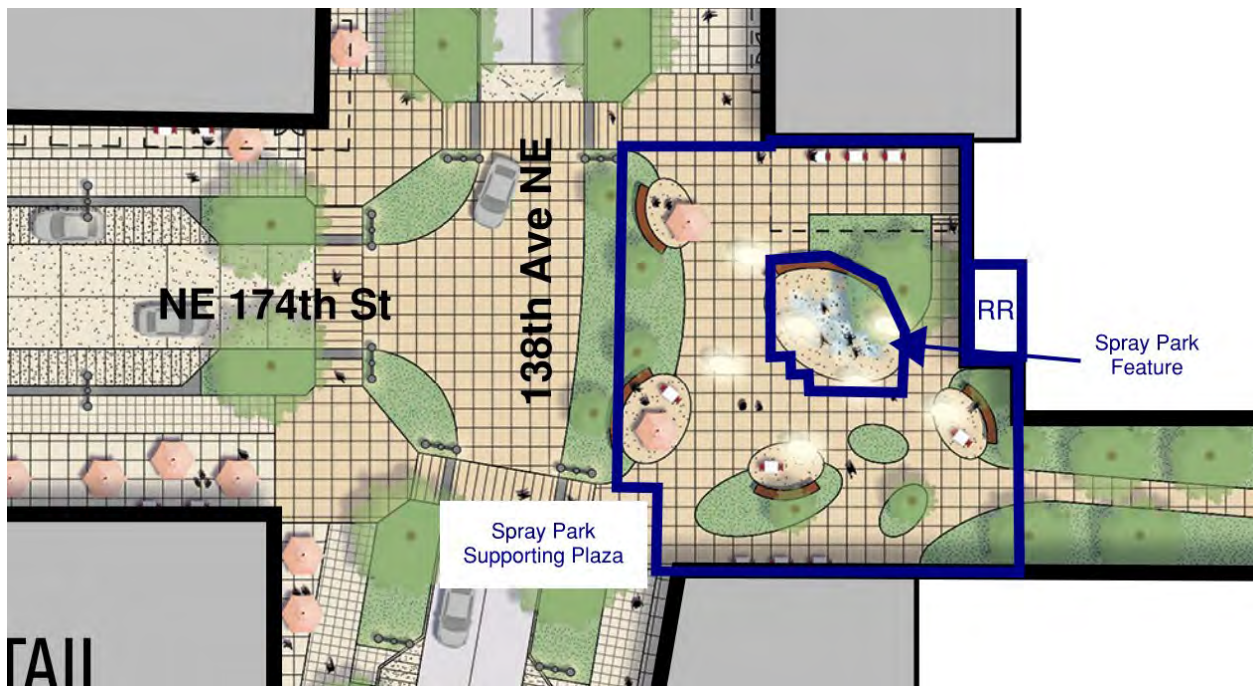
The Project intends to utilize development bonuses for increased height pursuant to WMC 21.32.040(4)(b) and (c), and for increased floor area ratio pursuant to WMC 21.32.050(2)(a) and (b), which require public benefits to be provided per code.

EXHIBIT J: NE 175th STREET PUBLIC PLAZA



Approximate Site Plan

EXHIBIT K: SPRAY PARK FEATURE



Approximate Site Plan

EXHIBIT L: URBAN STREAM DESIGNATION

EXHIBIT M: NOTICE OF TERMINATION

AFTER RECORDING RETURN TO:

City of Woodinville
Attn: City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

**NOTICE OF TERMINATION OF DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF WOODINVILLE AND GREEN PARTNERS, LLC
FOR THE MIDTOWN WOODINVILLE DEVELOPMENT**

By Memorandum of Agreement of Development Agreement entered as of [date], recorded [date], under Recording No. [#####] (the "Memorandum"), the City of Woodinville ("City") and Green Partners, LLC ("Developer") gave notice of their entry into that certain Development Agreement by and between the City of Woodinville and Green Partners, LLC for The Midtown Woodinville development, dated as of the ____ day of _____, 2026 (the "Development Agreement"), affecting the real property described on Exhibit A hereto (the "Property").

Pursuant to Section 16.2 of the Development Agreement, "[t]his shall terminate upon the earliest of (i) the Termination Date, (ii) issuance of the certificate of occupancy for the final Phase of the Project, and (iii) the effective date of a written notice by Owner to the City terminating this Agreement. Upon such termination, the City shall record a notice of termination in a form substantially similar to that notice attached as Exhibit M." City and Developer [or, if and as appropriate, successor/assign] agree that [describe the first occurring event] occurred as of [date]. Accordingly, this Notice of Termination provides notice of record that the Development Agreement has been fully terminated as of the date hereof. Notwithstanding this Notice of Termination, Section 16.3 of the Development Agreement provides for survival of certain covenants as between City and Developer, and nothing in this notice affects such survival. Except as to such surviving terms, the Development Agreement is of no force or effect as to the Property, and no longer encumbers or otherwise affects the Property.

Dated: _____

CITY OF WOODINVILLE, a Washington optional municipal
code city

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

GREEN PARTNERS, LLC, a Washington limited liability
company

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

EXHIBIT N: MEMORANDUM OF AGREEMENT

AFTER RECORDING, PLEASE RETURN TO:

City of Woodinville
Attn: City Manager
17301 133rd Avenue NE
Woodinville, WA 98072

MEMORANDUM OF DEVELOPMENT AGREEMENT

This MEMORANDUM OF DEVELOPMENT AGREEMENT ("Memorandum") is entered into as of the ____ day of _____, 20__, by and between the CITY OF WOODINVILLE, a Washington optional municipal code city (the "City") and GREEN PARTNERS, LLC, a Washington limited liability company, and/or its successors and assigns ("Developer"), pursuant to the Development Agreement referenced below.

1. The City and Developer have entered into a Development Agreement pursuant to RCW 36.70B.170 - .210 (the "Development Agreement").
2. The Development Agreement addresses property owned by Developer legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "The Midtown Woodinville Property").
3. The Development Agreement is valid for a period of ten (10) years and provides for certain vesting and development rights.
4. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Development Agreement, the provisions of which shall in all instances prevail.
5. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears and all such counterparts shall constitute one document.

IN WITNESS WHEREOF, THIS MEMORANDUM has been entered into by the parties on the dates set forth below.

CITY OF WOODINVILLE, a Washington optional municipal
code city

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

GREEN PARTNERS, LLC, a Washington limited liability
company

By: [form only; not for execution]
Name: _____
Title: _____
Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
NOTARY PUBLIC in and for Washington
Residing at: _____
My appointment expires: _____

















From: [Glenda Cooper](#)
To: [Public Comments](#)
Subject: City Planning Commision Meeting 1/28/2026
Date: Wednesday, January 28, 2026 5:59:04 PM

Some people who received this message don't often get email from goodwitchnw@gmail.com. [Learn why this is important](#)

[CAUTION: This email originated from outside of the organization. Exercise extra caution when responding, clicking links or opening attachments.]

Glenda Cooper

(resident of Hollywood Hill neighborhood, Woodinville/King County)

Woodinville City Planning Commission Meeting 1/28/2026

regarding Reopened Public Hearing: Residential Ground Floor in CBD Zone Code Amendment and Public Hearing: Midtown (Green Partners Development Agreement)

There should be reasonably priced retail spaces required on 1st floor of Green Partners Development of Midtown. This brings people to the downtown core. If we want a vibrant, well used downtown core it has to be inviting, inclusive and accessible. Parking is needed. Limited parking will make it too hard for people to come downtown. We don't currently have and will not have anytime soon alternative transit options for people to easily visit our city so parking is a must.

We need open spaces and these spaces should not count towards retail requirements.

Green Partners should be held to the 57ft building height and the 75ft option removed from the agreement.

Thank you



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	2025 Crime Stats Report: Myers
<u>Staff Contact:</u>	BJ Myers, Chief of Police

<u>Issue:</u>	Shall the City Council receive the 2025 Crime Stats report?
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[Staff Report](#)

Agenda Item Number: 10.



CITY OF WOODINVILLE, WA
REPORT TO THE CITY COUNCIL
17301 133rd Avenue NE, Woodinville, WA 98072
WWW.CI.WOODINVILLE.WA.US

To: Honorable City Council
By: BJ Myers, Chief of Police
Subject: 2025 Crime Stats Report

Date: March 3, 2026

FINANCIAL ACTION SUMMARY		
Expenditure Required	Amount Budgeted/Approved	Additional Amount Required
\$0	\$0	\$0

ISSUE: Shall the City Council receive the 2025 Crime Stats report?

RECOMMENDATION: To receive the 2025 Crime Stats report.

BACKGROUND/DISCUSSION:

The information presented in the Woodinville Annual Police Services Report presents an overview of the Woodinville Police Department's activities and data for 2024. This report aims to inform residents, staff, and City Council about the state of police services and crime trends in the City of Woodinville.

Despite staffing vacancies, the department prioritized responding to 911 calls, investigating crimes, community engagement, and crisis response. The department comprises experienced officers with diverse skills, including SWAT, search and rescue, drone operations, trauma informed interviewing, and crisis co-response.

Crime in Woodinville in 2025 was broadly similar to previous years. Some categories of crime increased while others decreased, resulting in a stable but lower overall crime rate than the previous year. Police officers spent most of their time investigating commercial property crimes and domestic violence, responding to collisions, navigating various levels of crisis call response, and engaging with the public through community events.

Crimes Against Persons

Crimes Against Persons include offenses such as murder, manslaughter, human trafficking, assault, kidnapping, and sex offenses, where the victims are always individuals. Woodinville's rate of crimes against persons is low and this is the first time in 6 years that total crimes against persons has dropped from the previous year. Reductions in all categories of crimes against persons contributed an overall 31% decrease. Total domestic violence cases also decreased significantly in 2025.

Crimes Against Property

This category includes burglary, fraud, vandalism, robbery, motor vehicle theft, and larceny. Reductions in several categories of crimes against property contribute to an overall lower rate for 2025, continuing a downward trend from a peak in 2021. Retail crime, fraud, and commercial burglary make up the bulk of cases assigned to detectives for follow-up investigations. Reports of fraud, larceny, and motor vehicle theft for 2025 are all approaching low pre-pandemic levels.

Cases Closed / Arrests

Officers closed 126 cases in 2025, which is slightly lower than the normal range over the last 5 years. Officers made 180 arrests and referrals for prosecution in 2025; this number includes warrant arrests on cases from previous years.

Road Safety

The number of total collisions reduced by 15% from the previous year, but the number of injury collisions remained high. Police arrested 18 drivers for DUI, the highest total over the last 7 years.

Behavioral Health Partnerships

Roughly 20% of police calls for service are crisis related. Officers typically respond to these calls in pairs. Over the past few years, we have added partnerships with Eastside Fire & Rescue who have teams of social workers and fire fighters to assist people in crisis as part of their CORE unit. We also added a partnership with the King County Sheriff's Office who has mental health professionals staffing the Therapeutic Response Unit (TRU). MHPs ride along with Woodinville officers each week to respond to calls in real time.

Retail Theft Task Force

The impact of crime reduction efforts, such as the work the department does with the Retail Theft Task Force, are difficult to identify in this data. The partnership with retailers has helped solve crimes in 2025 by improving shared communication, leading to better evidence collection and suspect identification. The department coordinated events with several retailers to deter shoplifters during the holiday season in 2025.

ATTACHMENTS:

- 1) 2025 Annual Police Services Report

CITY OF WOODINVILLE
ANNUAL POLICE SERVICE HIGHLIGHTS & DATA
2025



Provided for the Residents by:

POLICE CHIEF BJ MYERS, CITY OF WOODINVILLE POLICE DEPARTMENT
17301-133rd Avenue NE
Woodinville, WA 98072
425-877-2279

City of Woodinville Administration

MAYOR	Sarah Arndt
DEPUTY MAYOR	James Randolph
COUNCIL MEMBERS	David Edwards Michelle Evans Mike Millman Al Taylor Amber Wise
CITY MANAGER	Brandon Buchanan
CHIEF OF POLICE	Chief BJ Myers

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Message from Chief BJ Myers February 2026

Dear Woodinville Residents,

I am pleased to share our **2025 Annual Police Service Highlights and Data Report**. This report is more than just numbers; it's a look at how we work every day to keep Woodinville one of the safest cities in the region.

The Big Picture: A Safer Woodinville

We are happy to report that crime rates in Woodinville continue to trend downward, with many categories returning to pre-pandemic levels. We don't take credit for this alone—safety is a team effort. We are proud to partner with our City Council, local businesses, schools, and our diverse neighborhoods to keep our community secure.

Our Team

Our department is comprised of a Chief of Police, 10 patrol deputies, two detectives, two patrol operations sergeants, and an administrative specialist. While our primary focus is responding to 911 calls and traffic safety, our team brings an incredible depth of expertise to the city. Our officers serve in specialized roles including SWAT, Search & Rescue, drone operation, and crisis co-response. This mix of "homegrown" talent and experienced officers from across the country allows us to provide high-level service with a local touch.

2025 Highlights

This past year, we focused on what matters most to you. We strengthened our ties with local retailers to prevent theft, partnered with behavioral health advocates to offer better support for those in crisis, and stood alongside you at our city's many parades and concerts.

As we move into 2026, our commitment to you remains the same: professional service, community engagement, and a focus on public safety.

Thank you for your trust and support.

Respectfully,

BJ Myers
Chief of Police



About the Police Service Report

The Police Service Report contains information on the service efforts and accomplishments of the Woodinville Police Department to support its mission, vision, values, and goals. The goal of the report is to keep the City of Woodinville residents, staff, administrators, and elected officials informed of police service and crime activity in the city. The report is produced by the City of Woodinville Police Department in partnership with the King County Sheriff's Office (KCSO) Contracts and Crime Analysis Units. Questions about the report can be directed to the Woodinville Chief of Police.

The Highlights Section gives a narrative of police efforts and year-to-year comparisons of selected crime and police service data. Most of the data in this section is taken from the Statistics Section, unless otherwise indicated as being from a different source.

Changes in the Police Service Report

In mid-2018, the King County Sheriff's Office (which captures police data for the Woodinville Police Department) switched its crime reporting structure away from the historic Uniform Crime Reporting (UCR) format to the Federal Bureau of Investigation's National Incident Based Reporting System (NIBRS) format. Because UCR data is not comparable to NIBRS data, the report will show seven years of data for many of the crime categories. As years progress, each successive report will show additional information. Some categories which use other non-NIBRS sources will have more years of comparative data.

Another change to note is starting in December 2019, the Crime Analysis Unit started collecting data from Coplogic (reports submitted by the public) which will provide more information on fraud, vandalism, and larceny offense reporting in years to come.

For more information about crime statistics changes reflected in this report, please see the Statistics Section in the second half of this report.

Woodinville Police Department Mission, Vision, Values & Goals

MISSION

Why are we here?

The Woodinville Police Department delivers compassionate and accountable police services to enhance public safety and community well-being.

VISION

Where are we going?

The Woodinville Police Department is to be an innovative, trusted, and collaborative agency supporting safe, welcoming, and thriving communities.

VALUES

How do we do business?

Leadership

- We are honest, direct, and transparent.
- We lead with grace through our diverse perspectives and experiences.
- We are a high-performing organization with a clearly articulated vision of our role in the community and contribution to public safety.
- We are committed to addressing the well-being of our communities.
- We promote positive change toward unity and racial equity through our community-centered initiatives.

Integrity

- We are open and accountable to the public we serve.
- We foster a culture that actively identifies and acknowledges problems and welcomes them as opportunities for improvement.
- We take responsibility for our actions, celebrate successes, and address shortcomings.

Service

- We continually seek to improve how we operate through advances in technology, policy, and using change and performance management.
- We act with speed and persistence to help provide community safety for all.
- We embrace creativity, innovation, and transparency.
- We employ evidence-based, data-driven, and adaptive strategies.

Teamwork

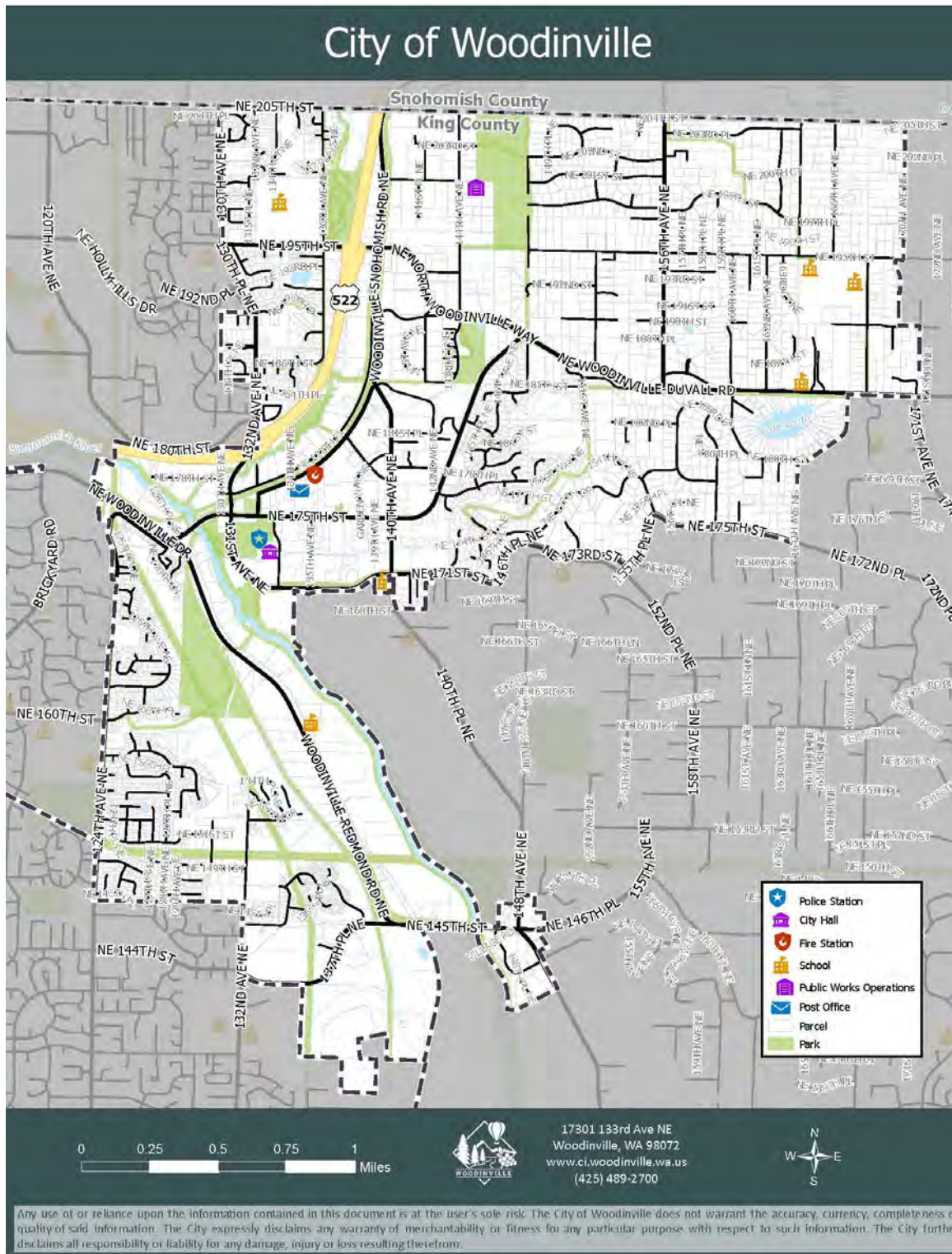
- We, as one team, work with our partners to deter crime and the fear of crime.
- We foster a respectful work environment.
- We work across boundaries and acknowledge the valuable contributions employees bring to our agency and communities.
- We work to learn, co-create, collaborate, and adjust our services for our diverse communities.

GOALS

How will we get there?

- **Develop Leaders:** Establish leadership continuity and focus on process and project management. Ensure accountability, transparency, and follow-through to better serve our employees.
- **Support our Workforce:** Improve workforce health, well-being, and morale through continued focused efforts to recruit, retain, develop, and support the highest quality employees that reflect the diverse communities we serve.
- **Build Partnerships:** Build and strengthen our public safety partnerships to deliver equitable outcomes, trauma-informed incident response, and effective crime fighting services.
- **Improve Engagement:** Increase support for the Woodinville Police Department and enhance relationships with our communities by clearly and proactively sharing our mission, values, and achievements.
- **Increase Effectiveness:** Advance our effectiveness by encouraging innovation and by employing emerging technology and data-informed, evidenced-based strategies.

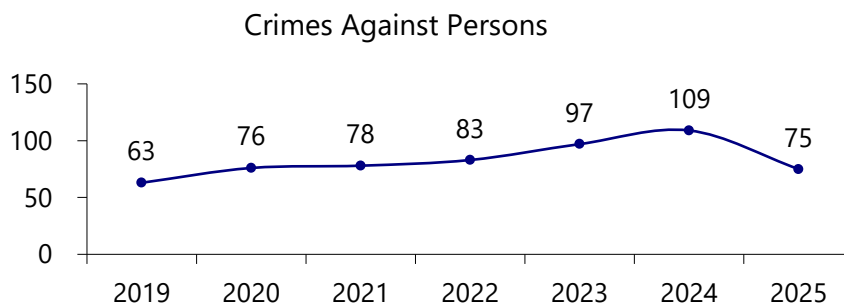
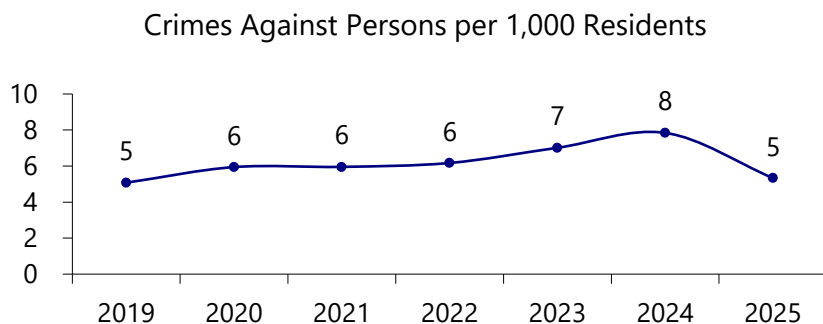
City of Woodinville Patrol Area

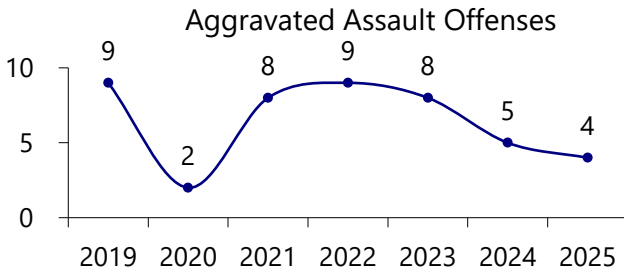


City of Woodinville
Police Service Highlights
2025

Crimes Against Persons

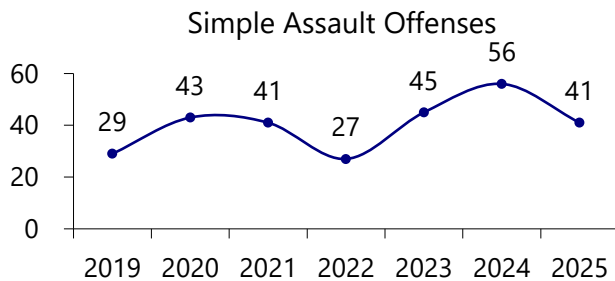
NIBRS offenses fall under three categories: Crimes Against Persons, Crimes Against Property, and Crimes Against Society. Crimes Against Persons offenses include murder and non-negligent homicide, negligent manslaughter, human trafficking for commercial sex acts and involuntary servitude, assault, kidnapping (custodial interference excluded), and sex offenses (e.g. rape, sexual assault, child molestation and related). These are defined as crimes against persons because the victims are always individuals. Some offenses related to pornography/obscene material are a NIBRS Crimes Against Society, but are included in this report under sex offenses for simplicity. The following are Woodinville's Crimes Against Persons.





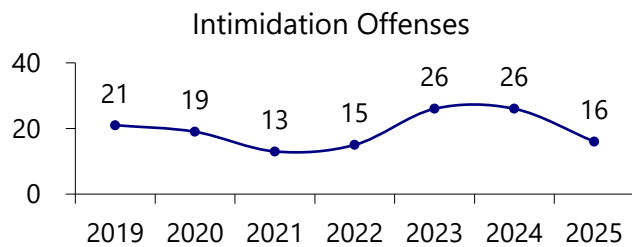
Aggravated Assault Offenses

An unlawful attack by one person upon another wherein the offender uses a weapon or displays it in a threatening manner, or the victim suffers obvious severe or aggravated bodily injury involving apparent broken bones, loss of teeth, possible internal injury, severe laceration, or loss of consciousness. This also includes assault with disease (as in cases when the offender is aware that he/she is infected with a deadly disease and deliberately attempts to inflict the disease by biting, spitting, etc.).



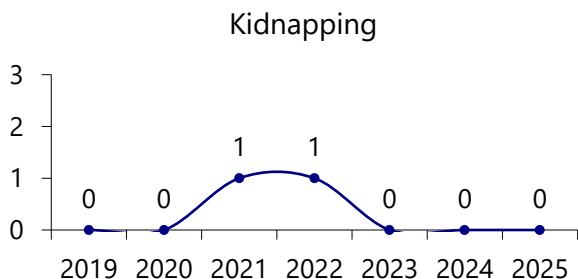
Simple Assault Offenses

An unlawful physical attack by one person upon another where neither the offender displays a weapon, nor the victim suffers obvious severe or aggravated bodily injury involving apparent broken bones, loss of teeth, possible internal injury, severe laceration, or loss of consciousness.



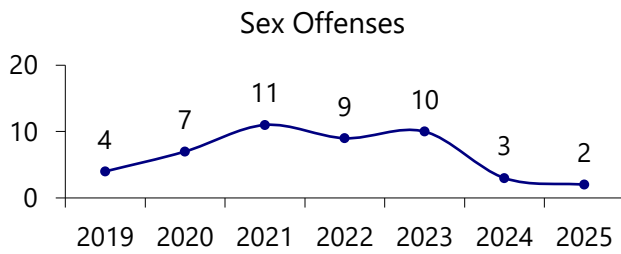
Intimidation Offenses

To unlawfully place another person in reasonable fear of bodily harm through the use of threatening words and/or other conduct, but without displaying a weapon or subjecting the victim to actual physical attack.



Kidnapping

Kidnapping or abduction is the unlawful seizure, transportation and/or detention of a person against his/her will or a minor without the consent of a legal guardian or parent.



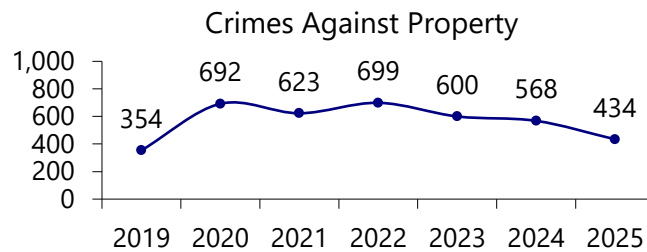
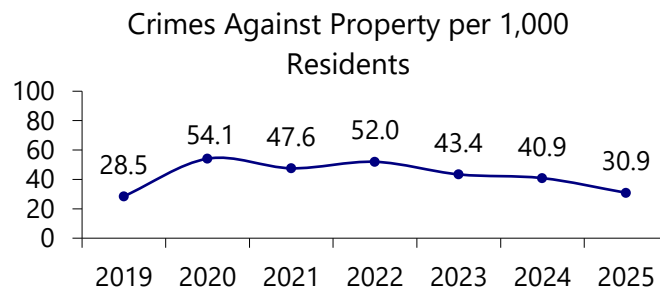
Sex Offenses

Includes forcible (any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent), and non-forcible (unlawful, non-forcible sexual intercourse). Excludes prostitution offenses.

**All offense definitions are per the FBI NIBRS library.
<https://ucr.fbi.gov/nibrs/2012/resources/nibrs-offense-definitions>*

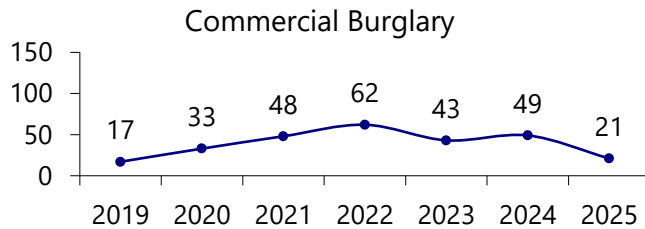
Crimes Against Property

The object of Crimes Against Property is to obtain (or destroy) money, property, or some other benefit. Burglary, fraud, vandalism, robbery, motor vehicle theft, and all kinds of larceny all fall into this category.



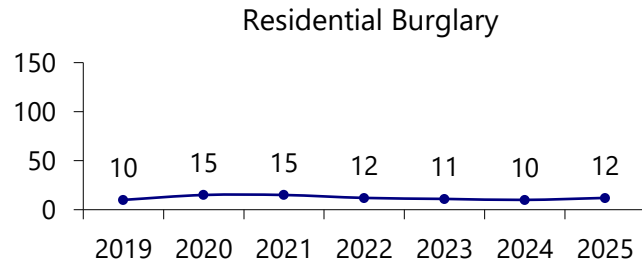
Commercial Burglary

The unlawful entry into a commercial building or other structure with the intent to commit a felony or a theft.



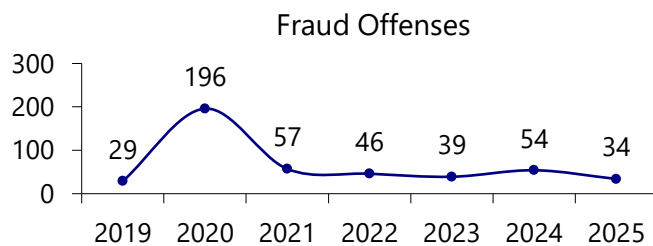
Residential Burglary

The unlawful entry into a residential building or other structure with the intent to commit a felony or a theft.



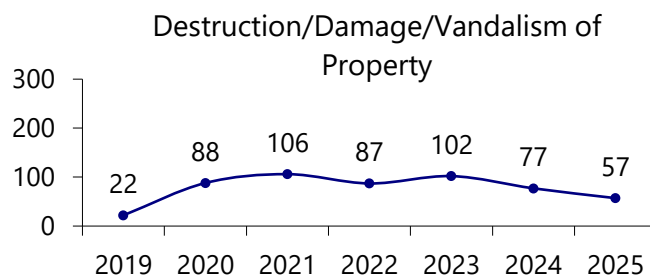
Fraud Offenses

The intentional perversion of the truth for the purpose of inducing another person, or other entity, in reliance upon it to part with something of value or to surrender a legal right. Excludes counterfeiting, forgery and bad checks.



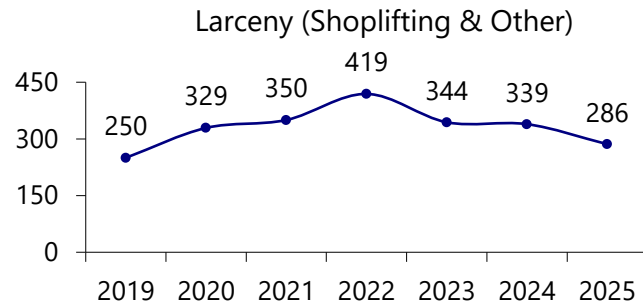
Destruction / Damage / Vandalism of Property Offenses

To willfully or maliciously destroy, damage, deface, or otherwise injure real or personal property without the consent of the owner or the person having custody or control of it. Excludes arson.



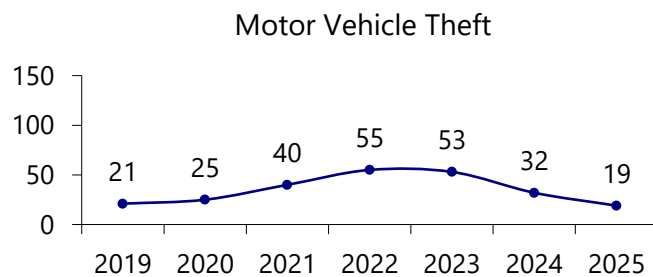
Larceny (Shoplifting & Other)

The unlawful taking, carrying, leading, or riding away of property from the possession, or constructive possession, of another person.



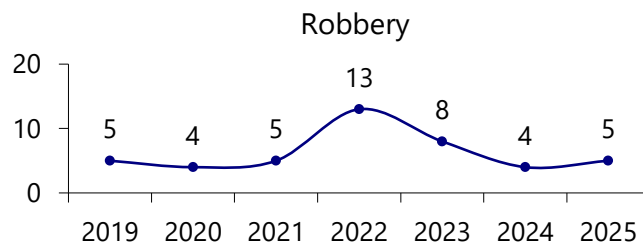
Motor Vehicle Theft

The theft of a motor vehicle.



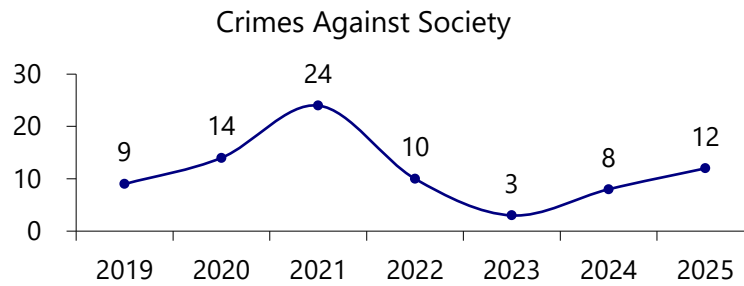
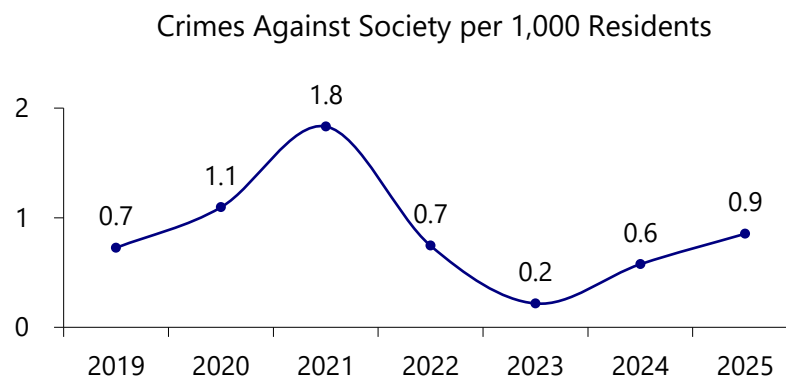
Robbery

The taking, or attempting to take, anything of value under confrontational circumstances from the control, custody, or care of another person by force or threat of force or violence and/or by putting the victim in fear of immediate harm.



Crimes Against Society

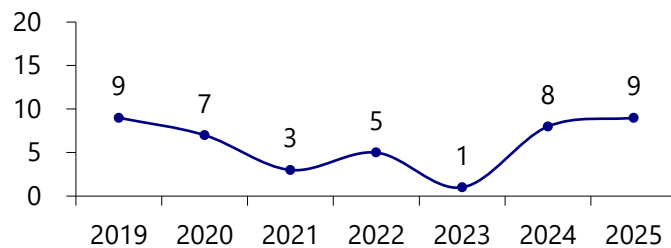
Crimes against society are offenses against society's prohibition against engaging in certain types of activity and typically do not have individual victims. Relevant offenses in this category include illegal drug activity, prostitution-related offenses, and weapon law violations.



Drug / Narcotic Crimes

The violation of laws prohibiting the production, distribution, and/or use of certain controlled substances and the equipment or devices utilized in their preparation and/or use. Excludes driving under the influence.

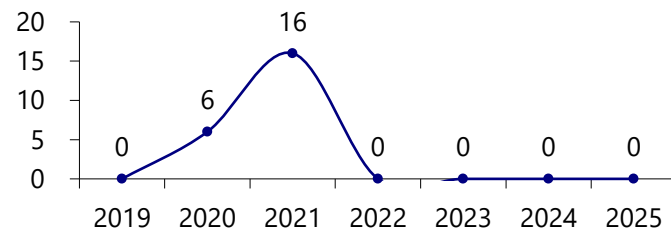
Drug / Narcotic Offenses



Prostitution Offenses

To unlawfully engage in or promote sexual activities for anything of value.

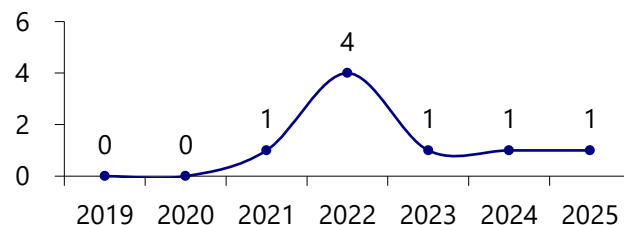
Prostitution Offenses



Weapon Law Offenses

The violation of laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices, or other deadly weapons.

Weapon Law Violations



Cases Closed / Cleared

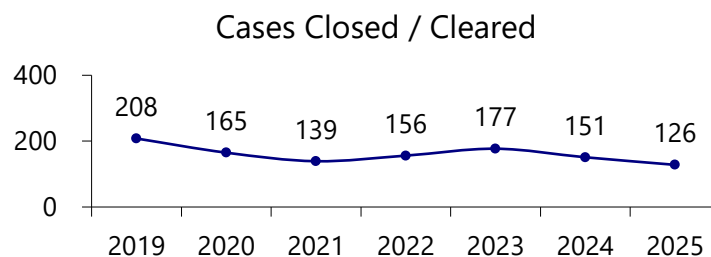
Criminal cases are cleared by arrest, or in some circumstances, by exceptional means (the suspect died, is imprisoned on another charge, victim refuses to testify, etc.). The types of case closures are as follows:

Cleared by Arrest: A case can be closed by arrest when at least one suspect is positively identified, and charges are recommended to the Prosecuting Attorney's Office. This closure does not require physical booking into a jail or juvenile detention facility. It also does not require the charging of all suspects, if there are multiple suspects in the crime, or of charges for all offenses, if there are multiple offenses in a crime. This category includes criminal citations into district and municipal courts for misdemeanors and felony filings into Superior Court, as well as all filings into Juvenile Court.

Exceptional Clearance: A case can be closed "exceptional" if it can be established that a crime has been committed and the identity of a suspect is positively confirmed, but due to circumstances beyond our control, no charges are filed. An example of this type of closure is a case in which the victim declines to assist in prosecution. Another example is when another police agency files charges on a related crime stemming from the same incident (car stolen in King County, but suspect arrested in the stolen car in Bellevue. Bellevue P.D. charges the suspect with possession of the stolen car. We close the stolen car case "exceptional.").

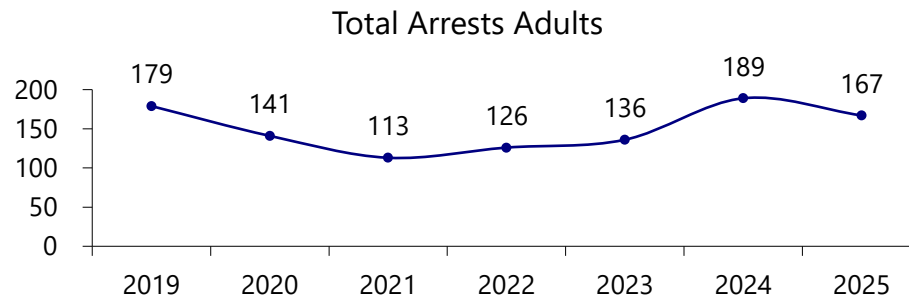
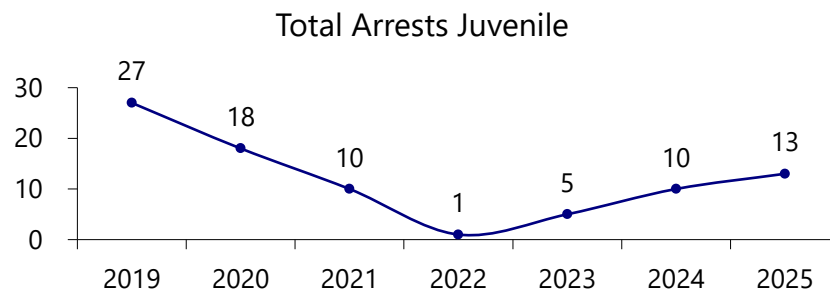
Unfounded: Cases are closed as "unfounded" when the investigation reveals that no crime has been committed. An example would be the report of a theft by one party that is determined to be a false report by interviewing other independent witnesses. Reports of crimes determined false are typically not included on this report. Unfounded cases are not included on NIBRS statistics.

Administrative Clearance: This clearance is used primarily to close non-criminal police investigations like found property. For instance, if a citizen finds and turns over to police a wallet and investigation reveals who the owner of the wallet is and the item is returned to that person. Only non-administrative clearances are included on this report



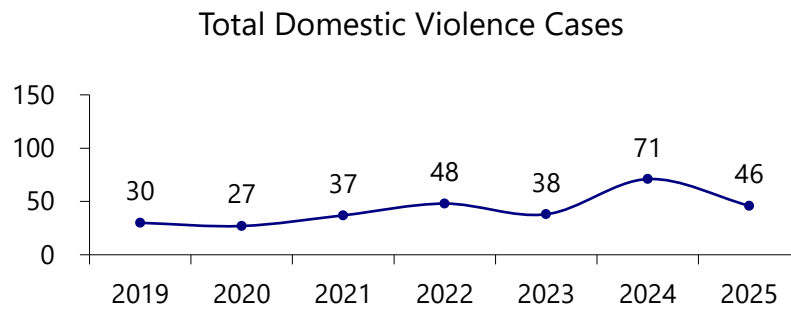
Total Arrests Adult & Juvenile

Includes bookings at time of incident, warrant arrests, and referrals for prosecution.



Total Domestic Violence Cases

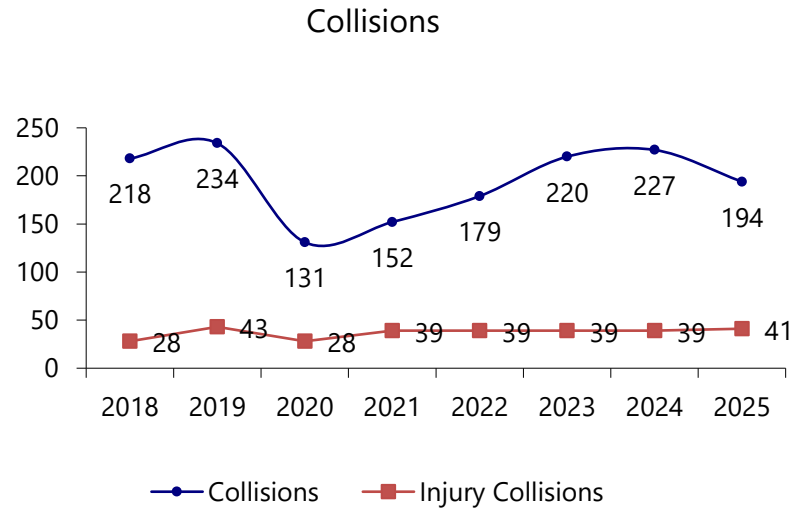
Domestic Violence is a subcategory to other offenses that occurs when the offense is committed by one family or household member against another. Family or household members are spouses, former spouse, persons related by blood or marriage, persons who have a child in common, former/current roommates, persons who have or had a dating relationship, and persons who have a biological or legal parent-child relationships, including stepparents and stepchildren and grandparent and grandchildren. In some cases, the age of the victim or suspect may determine whether or not the legal definition above is met. For the purposes of this report, cases in this jurisdiction or investigated by this jurisdiction's police that have at least one domestic violence offense associated are counted.



All Auto & Traffic

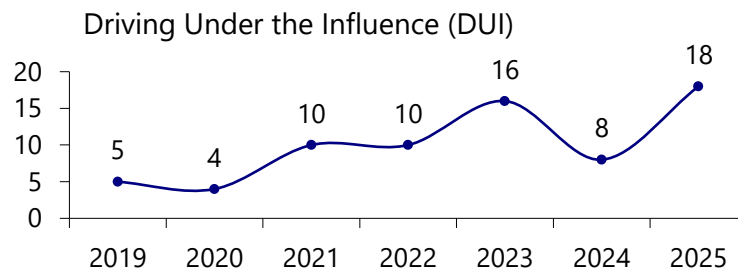
Traffic Collisions

Collision information includes reports for injury, non-injury, and fatality collisions. Driving under the influence (DUI) collisions and hit-and-runs are excluded from the collision category.



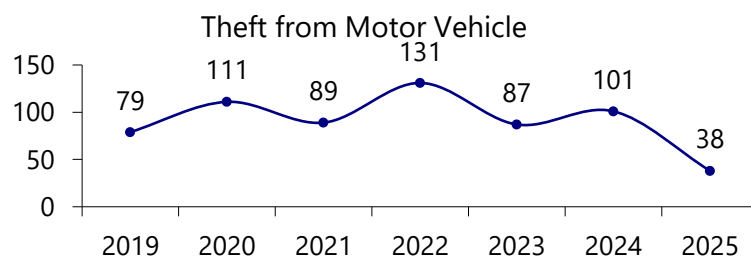
Driving Under the Influence (DUI) Offense

Driving or operating a motor vehicle or common carrier while mentally or physically impaired as the result of consuming an alcoholic beverage or using a drug or narcotic.



Theft from a Motor Vehicle

This is a subcategory of Larceny. Represents theft of articles from a motor vehicle, whether locked or unlocked. Excludes theft of motor vehicle parts or accessories.

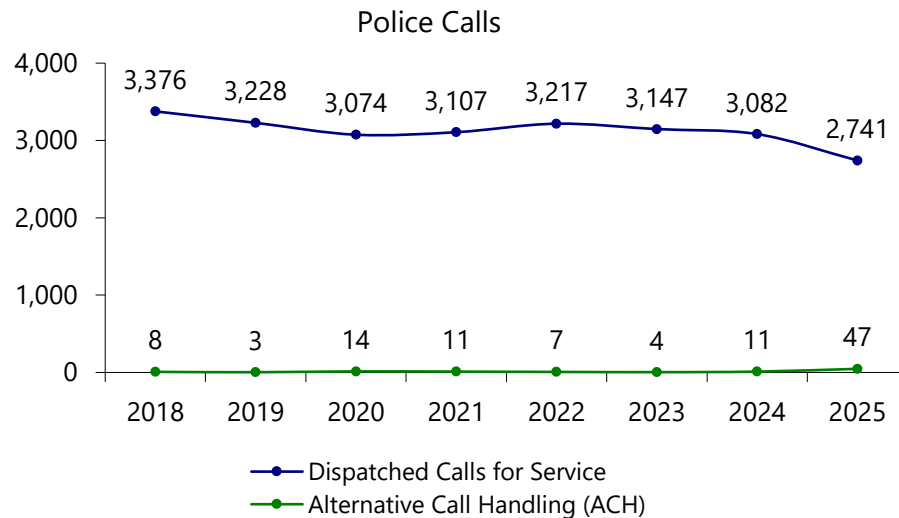


Calls for Police Assistance

The public receives police assistance in a variety of ways. Residents can call the Emergency 911 Communications Center to have one or more officers dispatched to the field, called a “dispatched call for service.”

In addition to dispatched calls for service, 911 center operators can take certain types of reports over the phone through alternative call handling (ACH). This allows police officers more time to respond to those who need an officer present at the location of their incident.

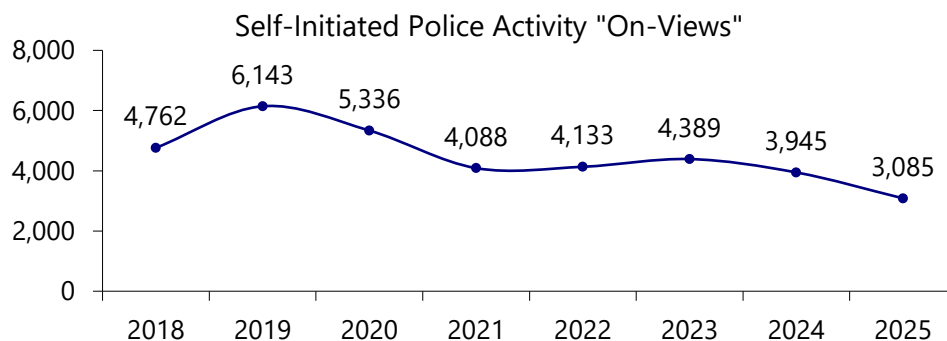
Following are the numbers of dispatched calls for service (DCFS) and alternative call handling (ACH) incidents reported.



Source: KCSO computer aided dispatch (CAD) system

Police On-Views

Another way police fight crime is to self-initiate a response to an incident they observe. These responses are initiated by officers themselves, rather than the dispatch center, and are called “on-views.”

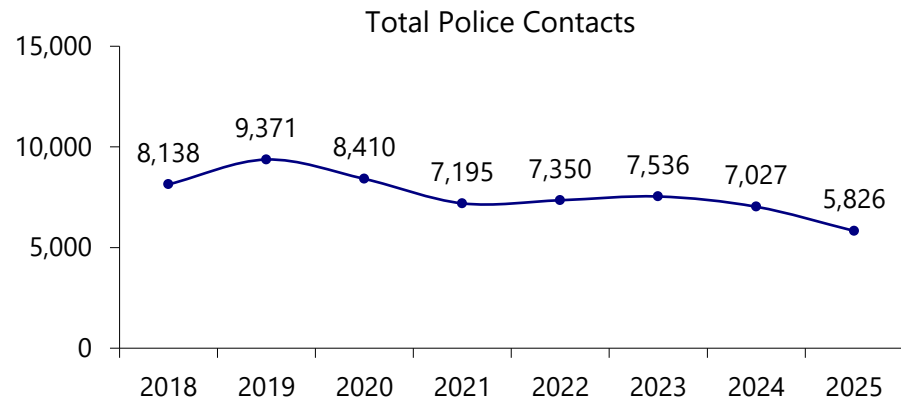


Source: KCSO computer aided dispatch (CAD) system

Dispatched Calls for Service (DCFS): The number of DCFS shown here includes calls that are verified to take place inside the city limits and that are charged to the city as part of its police contract.

Total Police Contacts

Total calls for assistance and police initiated on-views



Source: Police Services Data and CAD

Response Times to High Priority Calls

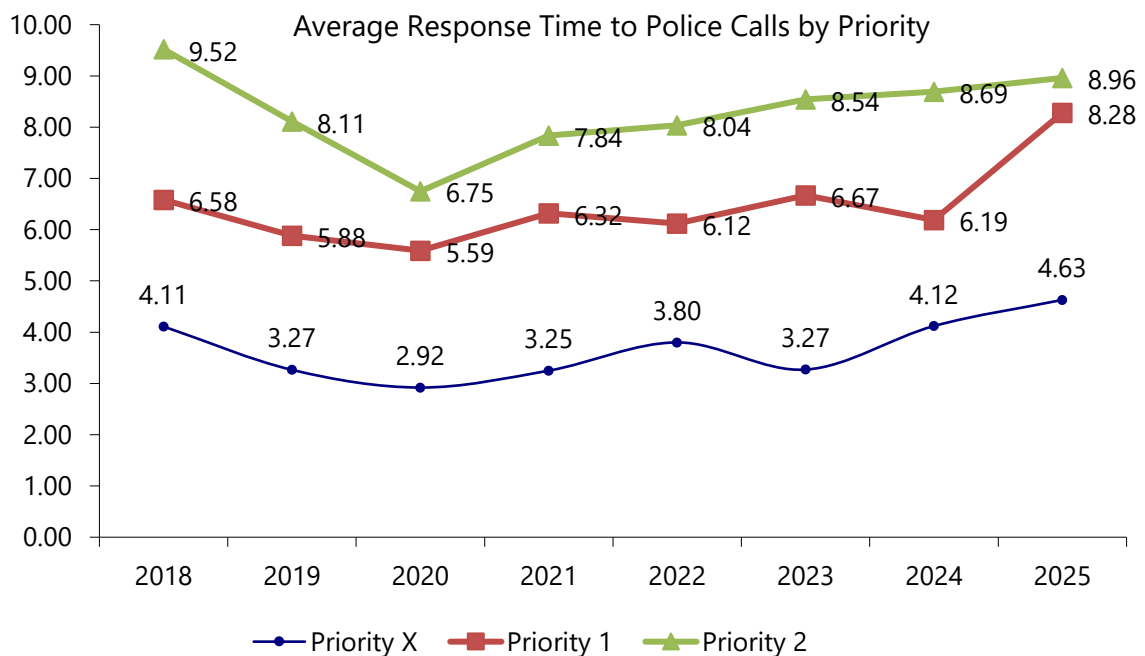
When calls for police assistance are received by the Emergency 911 Communications Center, they are entered into the Computer Aided Dispatch (CAD) system and given a “priority” based on the criteria described below. If the call receiver is in doubt as to the appropriate priority, the call is assigned the higher of the two priority designators in question.

“Priority X” designates critical dispatches. These are incidents that pose an obvious danger to the life of an officer or citizen. It is used for felony crimes in-progress where the possibility of confrontation between a victim and suspect exists. Examples include shootings, stabbings, robberies, or burglaries.

“Priority 1” designates immediate dispatches. These are calls that require immediate police action. Examples include silent alarms, injury traffic accidents, in-progress crimes, or crimes so recent that the suspect may still be in the immediate area.

“Priority 2” designates prompt dispatches. These are calls that could escalate to a more serious degree if not policed quickly. Examples include verbal disturbances and blocking traffic accidents.

Following are the City of Woodinville’s Police response times for the above priority calls. Response times include all time from the receipt of a phone call to the moment an officer arrives at the location of the incident.

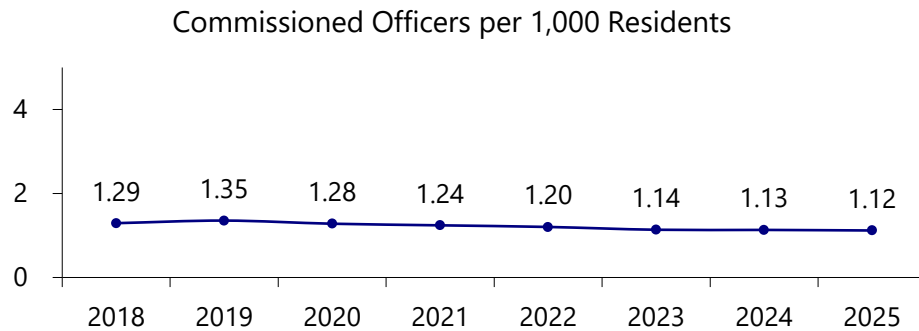


Source: Crime Analysis Unit

Computer Aided Dispatch (CAD): A computerized communication system used by emergency response agencies for dispatching and tracking calls for emergency assistance.

Commissioned Officers per 1,000 Residents

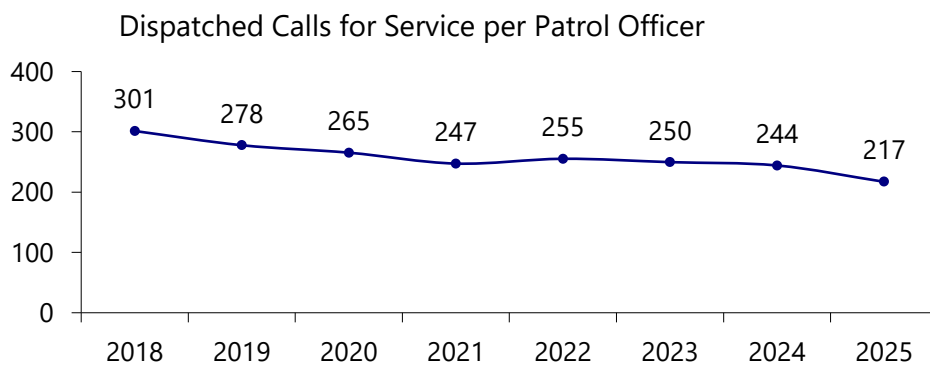
Commissioned officers per 1,000 residents shows how many commissioned police officers are employed by Woodinville for every 1,000 residents. This number includes commissioned officers who work in supervisory or other non-patrol related positions as well as special services officers who work part-time for the city. It does not include professional (i.e. non-commissioned) support staff.



Source: KCSO Contracts Unit

Dispatched Calls for Service (DCFS) per Patrol Officer

Dispatched calls for service (DCFS) per patrol officer is the average number of dispatched calls one patrol officer responds to within a year. This number uses only dispatched calls Woodinville pays for and does not include the number of responses an officer initiates (such as witnessing and responding to traffic violations, called "on views"). Also, the numbers below are *patrol only* and exclude non-patrol commissioned officers (such as supervisors or special duty officers/detectives).



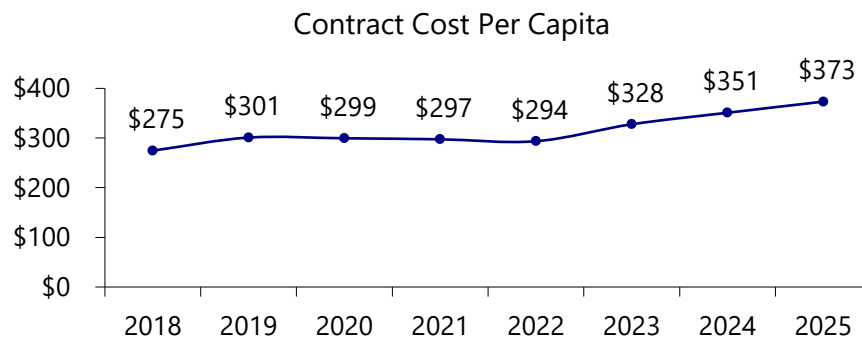
Source: KCSO Contracts Unit

Costs of Police Services per Capita

The City of Woodinville contracts with the King County Sheriff's Office (KCSO) for police services. Among other benefits, contracting for services from a larger law enforcement agency allows for cost savings through "economies of scale." Specific economies of scale provided through the contract with KCSO include:

- Mutual aid agreements with other law enforcement agencies in Washington State
- A large pool of officers if back-up help is necessary
- Coverage if city officers are away
- Expertise of specialized units to assist officers
- More experienced officers to select from for city staffing
- Cost sharing throughout the department to keep city costs down

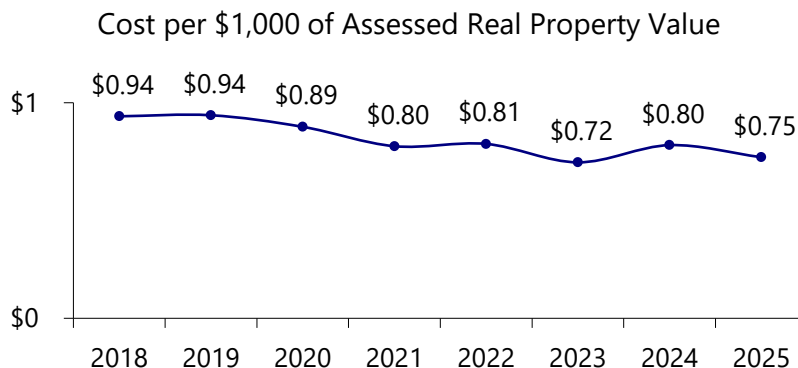
Costs for police services vary depending on a city's resources and the level and type of police services the community wants. The City of Woodinville may have additional funds or expenditures for special projects or programs as part of the city's law enforcement budget. These additional costs are not reflected in the contract cost per capita, which shows the contract cost for police services divided by Woodinville's population.



Source: KCSO Contracts Unit

Cost per \$1,000 of Assessed Real Property Value

Cost per \$1,000 of assessed real property value shows Woodinville's contract cost in relationship to the property values of Woodinville.

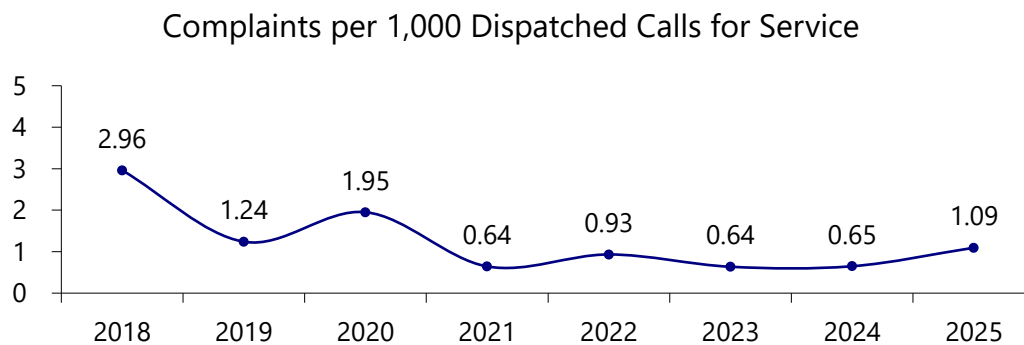


Source: King County Assessor's Office

Complaints against Officers

Complaints against city police officers can originate from the public or internal police department personnel. All complaints are accepted and reviewed. When a complaint is made, the King County Sheriff's Office Internal Investigations Unit (IIU) will review the complaint. While serious complaints are investigated by IIU, most complaints are far less serious and are handled at the worksites by supervisors.

	2018	2019	2020	2021	2022	2023	2024	2025
Number of Complaints	10	4	6	2	3	2	2	3
Number of Dispatched Calls for Service	3,376	3,228	3,074	3,107	3,217	3,147	3,082	2,741



City of Woodinville
2025 Police Service Report:
Statistics Section

WOODINVILLE

2025 Reports

Crimes Against Persons

Crime Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Aggravated Assault Offenses							1	1			1	1	4
Simple Assault	2	3	3	2	3	3	6	4	4	4	2	5	41
Intimidation Offenses		3		1	1	2	2		2	4	1		16
Homicide Offenses													
Human Trafficking Offenses													
Kidnapping													
Sex Offenses					1					1			2
Violation of NC/Protection Order	1		1		2	1	3		1	2	1		12
Total	3	6	4	3	7	6	12	5	7	11	5	6	75

Crimes Against Property

Crime Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Commercial Burglary	4	2	1	2	1	1	1	2	2		2	3	21
Residential Burglary			2			2	1	2	2	2		1	12
Fraud Offenses	5	2	6	4	3	1	2		3	2	4	2	34
Vandalism	5	3	9	4	1	4	5	2	4	8	6	6	57
Larceny	25	19	38	17	20	27	22	27	16	21	27	26	285
Auto Theft	2	2	1	2		2	1	2	2	2	1	2	19
Robbery								2			2	1	5
Other Crime Against Property							1						1
Total	41	28	57	29	25	37	33	37	29	35	42	41	434

Crimes Against Society

Crime Classification	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Drug Offenses				1	1	1				1	4	1	9
Prostitution Offenses													
Weapon Law Violations												1	1
Other Crime Against Society				1					1				2
Total				2	1	1			1	1	4	2	12

Domestic Violence by Month

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
WOODINVILLE	2	4	3	1	7	2	7	1	5	8	2	4	46
Total	2	4	3	1	7	2	7	1	5	8	2	4	46

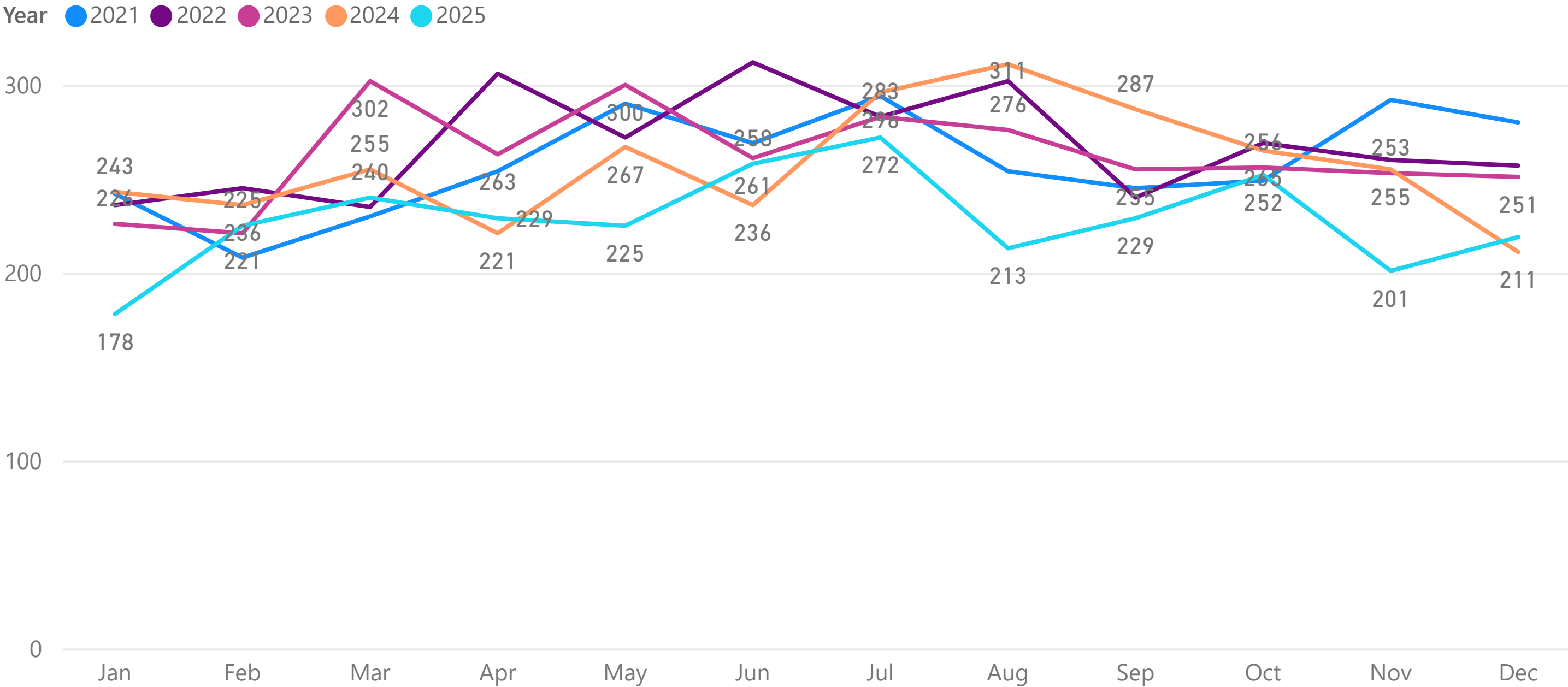
WOODINVILLE

2025 Reports

2025 DCFS

Quarter	1Q				2Q				3Q				4Q				Total
District	Jan	Feb	Mar	Total	Apr	May	Jun	Total	Jul	Aug	Sep	Total	Oct	Nov	Dec	Total	
W1	7	8	12	27	17	14	14	45	14	10	15	39	22	10	13	45	156
W2	114	152	147	413	143	133	152	428	166	135	132	433	147	116	137	400	1674
W3	30	35	48	113	39	38	35	112	35	26	38	99	39	35	32	106	430
W4	9	8	16	33	10	13	24	47	16	12	6	34	10	12	13	35	149
W5	18	22	17	57	20	27	33	80	41	30	38	109	34	28	24	86	332
Total	178	225	240	643	229	225	258	712	272	213	229	714	252	201	219	672	2741

DCFS Five Year Comparison



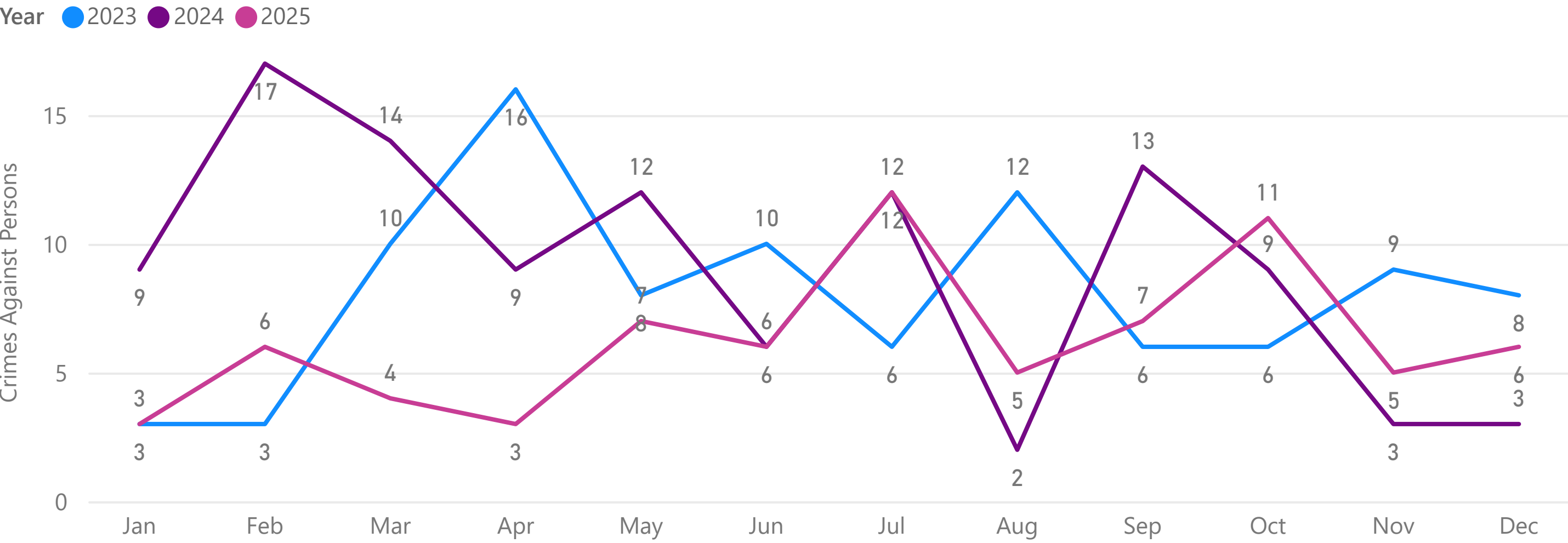
Average Response Time

Quarter	1Q				2Q				3Q				4Q			
Priority	Jan	Feb	Mar	Total	Apr	May	Jun	Total	Jul	Aug	Sep	Total	Oct	Nov	Dec	Total
X	4.26	4.32	4.52	4.32	5.53	2.92	6.82	5.36	4.62	4.69	1.77	4.24	5.62	4.42	4.09	4.61
1	7.79	7.50	6.94	7.42	7.31	7.05	5.69	6.65	9.58	6.26	11.30	9.58	11.52	8.65	6.93	9.47
2	9.82	7.54	7.84	8.53	8.75	9.10	8.07	8.64	8.02	8.27	11.95	9.22	10.89	7.04	9.95	9.43
3	18.31	21.95	18.73	19.44	18.21	24.65	23.96	22.48	25.36	15.78	20.01	20.57	26.86	18.34	16.01	20.85
Total	14.91	15.32	13.03	14.55	13.38	17.95	17.19	16.19	17.50	12.54	16.59	15.70	20.09	13.55	13.03	15.84

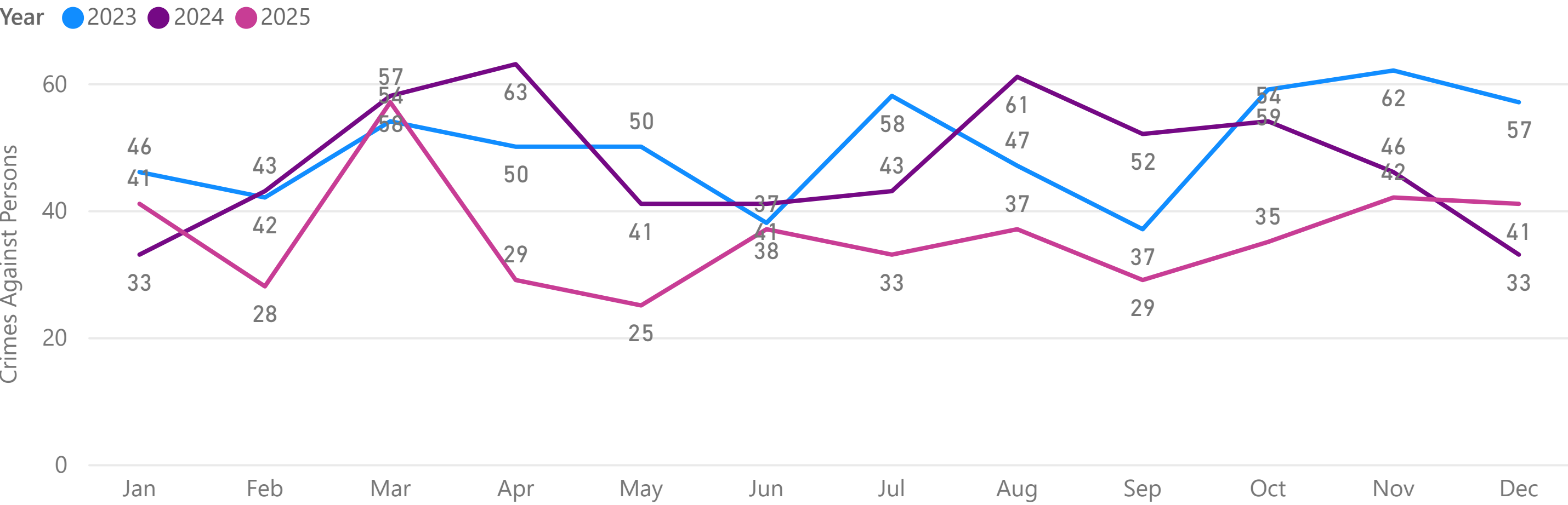
WOODINVILLE

2025 Reports

Crimes Against Persons



Crimes Against Property



Larceny by Type

Larceny Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Pocket-picking						1				1			2
Purse-snatching													
Shoplifting	11	13	19	6	5	10	8	11	5	9	15	7	119
Theft From Building	3	5	6	6	9	4	2	7	4	4	2	14	66
Theft From Coin-Operated Machine/Device													
Theft From Motor Vehicle	7	1	4	3	3	3	5	3	3	2	2	2	38
Theft of Motor Vehicle Parts/Accessories			2					2	1		1	1	7
All Other Larceny	4		7	2	3	9	7	4	3	5	7	2	53
Total	25	19	38	17	20	27	22	27	16	21	27	26	285

WOODINVILLE

2025 Reports

Crimes Against Persons

Crime Classification	2024	2025	% Difference
Aggravated Assault Offenses	5	4	-20%
Simple Assault	56	41	-27%
Intimidation Offenses	26	16	-38%
Sex Offenses	3	2	-33%
Violation of NC/Protection Order	19	12	-37%
Total	109	75	-31%

Crimes Against Property

Crime Classification	2024	2025	% Difference
Commercial Burglary	49	21	-57%
Residential Burglary	10	12	20%
Fraud Offenses	54	34	-37%
Vandalism	77	57	-26%
Larceny	339	285	-16%
Auto Theft	32	19	-41%
Robbery	4	5	25%
Other Crime Against Property	3	1	-67%
Total	568	434	-24%

Crimes Against Society

Crime Classification	2024	2025	% Difference
Drug Offenses	8	9	13%
Weapon Law Violations	1	1	0%
Other Crime Against Society		2	
Total	9	12	33%

WOODINVILLE

2025 Reports

Arrests by NIBRS Category

Arrest Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Assault Offenses	1	2	2	2	3	1	4	2	4	3	2	3	29
Burglary												1	1
Destruction/Damage/Vandalism				1			1		1	2	1	1	7
Driving Under the Influence	1	3	2		1			1	5	2	2	1	18
Drug/Narcotic Offenses					1					1	3		5
Larceny/Theft Offenses	5	6	4	5	5	7	4	4	4	3	9	4	60
Robbery											1		1
Sex Offenses					1				1	1			3
Trespass			1	1		1	1						4
Violation of No Contact Orders	1				2		2			2			7
All Other Offenses		2	1	2	2	3	2		2	2			16
Not Reportable to NIBRS (Traffic/Warrants)	3	2	2	3	1	1	5	2	4	1	2	3	29
Total	11	15	12	14	16	13	19	9	21	17	20	13	180

Arrests by Age Category

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Adult	10	15	12	14	15	13	16	8	19	14	19	12	167
Juvenile	1				1		3	1	2	3	1	1	13
Total	11	15	12	14	16	13	19	9	21	17	20	13	180

Clearances

Quarter				1Q				2Q				3Q				4Q				Total
City	Jan	Feb	Mar	Total	Apr	May	Jun	Total	Jul	Aug	Sep	Total	Oct	Nov	Dec	Total				
Woodinville	12	11	12	35	10	12	8	30	14	6	12	32	15	8	6	29	126			
Total	12	11	12	35	10	12	8	30	14	6	12	32	15	8	6	29	126			



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Second Reading and Adoption of Ordinance No. 801 amending Multifamily Housing Property Tax Exemption Regulations in Chapter 3.43 WMC: Grumbach/Buchanan
<u>Staff Contact:</u>	Robert Grumbach, Development Services Director
<u>Additional Submitted by:</u>	Brandon Buchanan, City Manager

<u>Issue:</u>	Shall the City Council pass Second Reading and Adopt Ordinance No. 801 amending Multifamily Property Tax Exemption Regulations in Chapter 3.43 WMC?
<u>Recommended Motions:</u>	I MOVE TO PASS THE SECOND READING AND ADOPT ORDINANCE NO. 801, AMENDING THE MULTIFAMILY PROPERTY TAX EXEMPTION REGULATIONS IN CHAPTER 3.43 WMC, AS PRESENTED.

[Staff Report](#)

Agenda Item Number: 11.



To: Honorable City Council **Date:** March 3, 2026
By: Robert J Grumbach, AICP, Development Services Director
Brandon Buchanan, City Manager
Subject: Second Reading and Adoption of Ordinance No. 801 amending Multifamily Housing
Property Tax Exemption Regulations in Chapter 3.43 WMC

ISSUE: Shall the City Council pass Second Reading and Adopt Ordinance No. 801 amending Multifamily Property Tax Exemption Regulations in Chapter 3.43 WMC?

RECOMMENDATION: Pass Second Reading and Adopt Ordinance No. 801.

BACKGROUND/ DISCUSSION:

1. The Multifamily Housing Property Tax Exemption (MFTE) program provides a financial incentive for the development of multifamily and affordable housing. Currently, eligible projects have the value of new housing construction, conversion, and rehabilitation improvements exempt from property taxes for a period of eight or 12 years. Land and non-housing-related improvements are not included, and they still have property taxes assessed on their value. The MFTE is authorized under Chapter 84.14 RCW.
2. The following changes are included in the ordinance:
 - Delete the 12-year MFTE option in Chapter 3.43. This is discussed further below.
 - Add a second option for the 8-Year MFTE by including 15 percent of the units at 60 percent Area Median Income. This is added from the First Reading and is discussed below.
 - Delete the requirement that the project must be designed consistently with the City's Downtown Vision and Illustrative Guide. This guide is being incorporated into the commercial design standards, which makes this requirement moot.
 - Delete the requirement that the project must obtain LEED certification (Leadership in Energy and Environmental Design). Washington State Energy Codes already incorporate many LEED benchmarks and the requirement to obtain LEED certification creates an added burden to obtaining the necessary permits for affordable housing.

Edits since First Reading

3. Council discussed Ordinance No. 801 during its February 17, 2026, meeting. Council also discussed adding an alternative affordability mix option to satisfy the eligibility requirements. In addition to the recommended 10 percent of units at 50 percent AMI, Council discussed adding an option to provide 15 percent of units at 60 percent AMI. Staff included this second option with the Second Reading of the Ordinance for Council consideration. Additionally, Staff recommends not including the previous proposed change found in WMC 3.43.050(6). The First Reading version of the Ordinance included an amendment that would have allowed the City Manager to approve the requisite contract with a project to implement MFTE. Upon further evaluation, Staff suggests removing this proposed change and leaving it as is. The effect is Council action to approve contracts for each project which will continue

to be needed, as has been the case since the MFTE program was implemented. Both changes are included in the draft before Council this evening.

Removing the 12-Year MFTE option.

4. One of the proposed changes to the MFTE program is deleting the 12-Year MFTE option per Forum Placemaking Inclusionary Zoning Recommendations, which were presented during the January 20 City Council meeting. This option currently exempts multifamily residential improvements from paying property taxes for 12 years in exchange for 20 percent of the total residential units being income restricted. During previous Council discussion, Councilmember Taylor asked for information supporting the 12-Year MFTE repeal. **In summary, the recommendation to repeal is based on findings that the 12 year exemption grants four (4) additional years of property tax exemption without providing any additional significant amount of affordable housing. In other words, the same amount of affordable housing can be accomplished by providing 4 less years of property tax exemptions.** More details are summarized below.
 - a. While this was not included in Forum Placemaking's study, it is helpful to consider an example of the impacts. The mixed-use Civic Campus project included 264 residential units that qualified for the MFTE program because of the historical landmark on the property. While precise numbers were unavailable for this staff report, King County records indicated that the yearly property tax reduction with the MFTE program is roughly \$750,000 to \$950,000 per year. This means the difference between an 8-Year and 12-Year MFTE is about \$3 to \$3.8 million less in collected property taxes for this project.
 - b. Forum Placemaking analyzed mix-use rental housing in Appendix 1 of the report (see January 20 City Council agenda materials). On Page 26 of Appendix 1, the Return on Investment (ROI) analysis shows the result of evaluating 10 scenarios. Relevant to this discussion are Scenarios 3 and 4. Scenario 4 is Woodinville's current 12-Year MFTE program (10% of units @ 65% AMI, plus 10% of units at 85% AMI), which shows a ROI of 5.4%. Scenario 3 is Woodinville's current 8-Year MFTE program (10% of units @ 50% AMI), which shows a slightly lower ROI of 5.3%. While both these are currently below most developers' ROI target of 6.0%, the 8-Year MFTE shows only slightly lower return rate, but also at a significantly lower cost to the City as discussed above. If the affordability eligibility is slightly raised to 60% of AMI, then the 8-Year MFTE shows a higher ROI of 5.5% (than the 5.3% ROI of the current 12-Year MFTE program).
5. It is worth noting that the City of Redmond, discontinued its 12-Year MFTE program because State rules regarding the 12-Year program made the 8-Year MFTE program more effective in producing lower-income (60% AMI) units. (See Page 7 of Appendix 1.)

ALTERNATIVES:

- 1) Pass Second Reading and Adopt Ordinance No. 801, as presented;
- 2) Pass Second Reading and Adopt Ordinance No. 801, as amended; or
- 3) Do not pass Second Reading and Adopt Ordinance No. 801.

RECOMMENDED MOTION:

I MOVE TO PASS THE SECOND READING AND ADOPT ORDINANCE NO. 801, AMENDING THE MULTIFAMILY PROPERTY TAX EXEMPTION REGULATIONS IN CHAPTER 3.43 WMC, AS PRESENTED

ATTACHMENTS

- 1) Ordinance No. 801 with changes

ORDINANCE NO. 801**AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON, RELATING TO THE MULTIFAMILY HOUSING PROPERTY TAX EXEMPTION; AMENDING CHAPTER 3.43 OF THE WOODINVILLE MUNICIPAL CODE AND ORDINANCE NOS. 664, 679 AND 754; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE AND SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.**

WHEREAS, the City Council has previously adopted, in Chapter 3.43 WMC, the eight- and twelve-year multifamily housing property tax exemptions authorized by Chapter 84.14 RCW ("MFTE Program"); and

WHEREAS, the City Council has determined that it would be in the best interests of the City, citizens and community to revise the MFTE Program by eliminating the twelve-year option; revising the required level of affordability to qualify for the MFTE Program; deleting of outdated provisions related to renovation and preservation of facilities listed on the National Register of Historic Places, the City's Downtown Vision and Illustrative Guide, and LEED certification; and updating chapter 3.43 WMC consistent with statutory revisions affecting the MFTE Program.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Woodinville Municipal Code section 3.43.030 and the corresponding portions of Ordinance Nos. 664 § 1 and 754 § 2 are hereby amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strike through))~~); all other provisions of this section shall remain unchanged and in full force:

3.43.030 Tax exemption.

- (1) The value of improvements qualifying under this chapter shall be exempt from ad valorem property taxation for eight ~~((or twelve))~~ successive years~~((, as provided in WMC 3.43.050(7),))~~ beginning January 1st of the year immediately following the calendar year after issuance of the final certification of tax exemption.
- (2) The exemption does not apply to the value of land or to the value of non-housing-related improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land or nonqualifying improvements. The exemption does not apply to increases made by lawful order of the King County Board of Equalization, Washington State Department of Revenue, State Board of Tax Appeals, or King County, to a class of property throughout the County or a specific area of the County to achieve uniformity of assessment or appraisal as required by law. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter.

Section 2. Woodinville Municipal Code section 3.43.050 and the corresponding portions of Ordinance Nos. 664 § 1, 679 § 2 and 754 § 3 are hereby amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strike through))~~); all other provisions of this section shall remain unchanged and in full force:

3.43.050 Project eligibility.

The property owner applying under this chapter must meet the following requirements:

- (1) The new or rehabilitated multiple-unit housing must be located in a residential targeted area as designated by the City.
- (2) The multiple-unit housing must meet guidelines as adopted by the governing authority that may include height, density, public benefit features, number and size of proposed development, parking, income limits for occupancy, limits on rents or sale prices, and other adopted requirements indicated necessary by the City.
- (3) The new, converted, or rehabilitated multiple-unit housing must provide for a minimum of 50 percent of the space for permanent residential occupancy. In the case of existing occupied multifamily development, the multifamily housing must also provide for a minimum of four additional multifamily units. Existing multifamily vacant housing that has been vacant for 12 months or more does not have to provide additional multifamily units.
- (4) New construction multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.
- (5) Property proposed to be rehabilitated must fail to comply with one or more standards of the applicable State or local building or housing codes on or after July 23, 1995. If the property proposed to be rehabilitated is not vacant, an applicant must provide each existing tenant housing of comparable size, quality, and price and a reasonable opportunity to relocate.
- (6) The applicant must enter into a contract with the City approved by the City Council, under which the applicant has agreed to the implementation of the development on terms and conditions satisfactory to the City Council, including compliance with this chapter.
- (7) The project must:
 - (a) ~~Have as a component the renovation and preservation of facilities listed on the National Register of Historic Places, in which case the ad valorem property tax exemption shall be limited to eight years; or~~
 - (b) ~~P) provide affordable housing as provided herein.~~
 - (a) ~~A minimum of: ((i) For either length of exemption identified in Table 3.43.050, the meet the specified combination(s) of minimum percentage of affordable units and minimum affordability level by reference to percentage of the King County median household income as specified in subsection (7)(b)(ii) of this section))~~
 - (i) 10 percent of units at 50 percent affordable as defined in WMC 3.43.050(7)(b); or
 - (ii) 15 percent of units at 60 percent affordable as defined in WMC 3.43.050(7)(b).

((Table 3.43.050

Length of Exemption	Percentage of Affordable Units	Affordability Level
8 Years	10%	50%
12 Years	First 10%	65%
	Second 10%	85%))

- (b) ~~((iii))~~ As used in this subsection (7) ~~((b))~~, “affordable” means housing reserved for occupancy by eligible households and affordable to households whose household annual income meets the applicable percentage of the King County median household income identified in ~~((Table 3.43.050-))~~ WMC 3.43.050(7)(a) adjusted for household size, as determined by the United States Department of Housing and Urban Development

(HUD), and no more than 30 percent of monthly household income is paid for monthly housing expenses:

(i)~~((A))~~ In the event that HUD no longer publishes median income figures for King County, the City may use another method to determine the King County median income, adjusted for household size.

(ii)~~((B))~~ "Monthly housing expenses" includes rent, parking and an appropriate utility allowance for renter-occupied dwelling units. It includes mortgage, mortgage insurance, property taxes, property insurance, parking, and homeowners' dues for owner-occupied dwelling units.

(iii)~~((C))~~ If the percentage of affordable units in the project required to qualify for an exemption pursuant to this subsection ~~(7)~~~~((b))~~ is a fraction, then the number of required affordable units shall be rounded up to the next whole number (unit) if the fraction of the whole number is at least 0.50.

(c)~~((iii))~~ For any affordable units required in this section, the following shall apply:

(i)~~((A))~~ The mix and configuration of affordable units (e.g., very small units, studio, one bedroom, two bedrooms, etc.) at each affordability level shall be substantially proportional to the mix and configuration of the total housing units in the project unless otherwise approved by the Director.

(ii)~~((B))~~ The location of the affordable housing units shall be approved by the Director, with the intent that they generally be intermingled with all other units in the development.

(iii)~~((C))~~ The quality of construction and finish materials in those affordable units used to qualify for the exemption shall be the same as other housing units in the project.

(d)~~((iv))~~ If a project provides affordable housing as described in this subsection ~~(7)~~~~((b))~~, prior to issuing a certificate of occupancy, an agreement in a form acceptable to the City Attorney that addresses price restrictions, eligible household qualifications, long-term affordability, and any other applicable topics of the affordable housing units shall be recorded with the King County Recorder's Office. This agreement shall be a covenant running with the land and shall be binding on the assigns, heirs, and successors of the applicant. Housing units identified for households with household annual income restrictions that are provided under this section shall continue to be made available to households with the identified household annual income restrictions for a minimum of 50 years from the date of initial owner occupancy for ownership of affordable housing units and for the life of the project for rental affordable housing units.

~~(8) ((The project shall be designed in a manner generally consistent with the City's Downtown Vision and Illustrative Guide.~~

~~(9) The project shall be designed to meet the LEED Certified Standard or higher, as established by the U.S. Green Building Council, unless the City Council specifically grants the project an exemption from this requirement.))~~

~~(40))~~ No application may result in the net loss of existing affordable housing which receives housing assistance through Federal low- or moderate- income housing programs (e.g., HUD Section 8 program).

Section 3. Woodinville Municipal Code subsection 3.43.070 and the corresponding portions of Ordinance No. 664 § 1 are hereby amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strike through))~~); all other provisions of this section shall remain unchanged and in full force:

3.43.070 Application review and issuance of conditional certificate.

The Director shall approve or deny an application within 90 days after receipt of the application. The Director may approve an application which he or she determines to comply with the requirements of this chapter and where the proposed project is, or will be at the time of completion, in conformance with all approved plans, and all applicable requirements of the Woodinville Municipal Code or other applicable requirements or regulations in effect at the time the application is approved.

If the application is approved, the City shall issue the owner of the property a conditional certificate of acceptance of tax exemption and submit a copy of the certificate to the county assessor. The certificate shall contain a statement by the Director or designee that the property has complied with the requirements of this chapter.

If the application is denied, the Director or his designee shall state in writing the reasons for denial and send the notice to the applicant at the applicant's last known address within 10 days of the denial. An applicant may appeal the denial to the City Council within 30 days after receipt of the denial. The appeal before the City Council shall be based upon the record made before the Director with the burden of proof on the applicant to show that there was no substantial evidence to support the Director's decision. The decision of the City Council in denying or approving the application is final.

Section 4. Woodinville Municipal Code subsection 3.43.080(1) and the corresponding portions of Ordinance No. 664 § 1 are hereby amended to read as follows (new text is shown by underline; deletions of text are shown by ~~((strike through))~~); all other provisions of this section shall remain unchanged and in full force:

3.43.080 Final certificate – Application – Issuance – Denial and appeal.

- (1) Upon completion of rehabilitation or new construction for which an application for a limited tax exemption under this chapter has been approved and after issuance of the certificate of occupancy, the owner must file with the City the following:
 - (a) A statement of the amount of rehabilitation or construction expenditures made with respect to each housing unit and the composite expenditures made in the rehabilitation or construction of the entire property;
 - (b) A description of the work that has been completed and a statement that the rehabilitation improvements or new construction on the owner's property qualify the property for limited exemption under this chapter;
 - (c) A statement that the work ~~((including renovation and preservation of facilities listed on the National Register of Historic Places if such is relied upon to satisfy the requirements of WMC 3.43.050(7)))~~ has been completed within three years of the issuance of the conditional certificate of tax exemption or any approved extension; and
 - (d) Any additional information requested by the City.

...

Section 5. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this Ordinance.

Section 6. Effective date. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall become effective five (5) days after its passage and publication as required by law. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date by publication of the ordinance title.

**ADOPTED BY THE CITY COUNCIL AND SIGNED IN AUTHENTICATION OF ITS PASSAGE
THIS _____ DAY OF _____ 2026.**

Sarah Arndt, Mayor

ATTEST/AUTHENTICATED:

Katie Hanke, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Jeffrey Ganson, City Attorney

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 801



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	First Reading of Ordinance No. 803, Enacting Sales Tax Increase of .1% with Revenues Dedicated to Public Safety: Buchanan/Fritts
<u>Staff Contact:</u>	Brandon Buchanan, City Manager
<u>Additional Submitted by:</u>	Blaine Fritts, Finance Director

<u>Issue:</u>	Shall the City Council pass First Reading of Ordinance No. 803, implementing a.1% sales tax dedicated to public safety?
<u>Recommended Motions:</u>	I MOVE TO PASS FIRST READING OF ORDINANCE NO. 803, ENACTING A SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT AS AUTHORIZED BY RCW 2.14.345, TO BE DEDICATED TO PUBLIC SAFETY PURPOSES AND AUTHORIZE THE CITY MANAGER TO TAKE SUCH ACTION AS NECESSARY TO EFFECTUATE SUCH ACTION.

[Staff Report](#)

Agenda Item Number: 12.



CITY OF WOODINVILLE, WA
REPORT TO THE CITY COUNCIL
17301 133rd Avenue NE, Woodinville, WA 98072
WWW.CI.WOODINVILLE.WA.US

To: Honorable City Council **Date:** March 3, 2026
By: Brandon Buchanan, City Manager
Blaine Fritts, Finance Director
Subject: First Reading of Ordinance No. 803, Enacting Sales Tax Increase of .1% with Revenues Dedicated to Public Safety

FINANCIAL ACTION SUMMARY		
Expenditure Required	Amount Budgeted/Approved	Additional Amount Required
\$0	\$0	\$0

ISSUE: Shall the City Council pass First Reading of Ordinance No. 803, implementing a .1% sales tax dedicated to public safety?

RECOMMENDATION: Pass First Reading of Ordinance No. 803, implementing a .1% sales tax dedicated to public safety.

BACKGROUND:

House Bill 2015, enacted in 2025 and effective July 27, 2025, authorizes eligible cities and counties in Washington to impose a new 0.1% (one-tenth of one cent on the dollar) local sales and use tax dedicated specifically to public safety and criminal justice purposes, providing a sustainable revenue option to support local law enforcement, courts, diversion programs, and related community safety services. Under the law (codified in RCW 82.14.345), jurisdictions must meet certain policy, training, and data reporting standards to become eligible for this tax authority, and revenue generated must be spent on criminal justice-related public safety investments. This option enables local governments to raise additional funds as part of a broader strategy to enhance community safety funding.

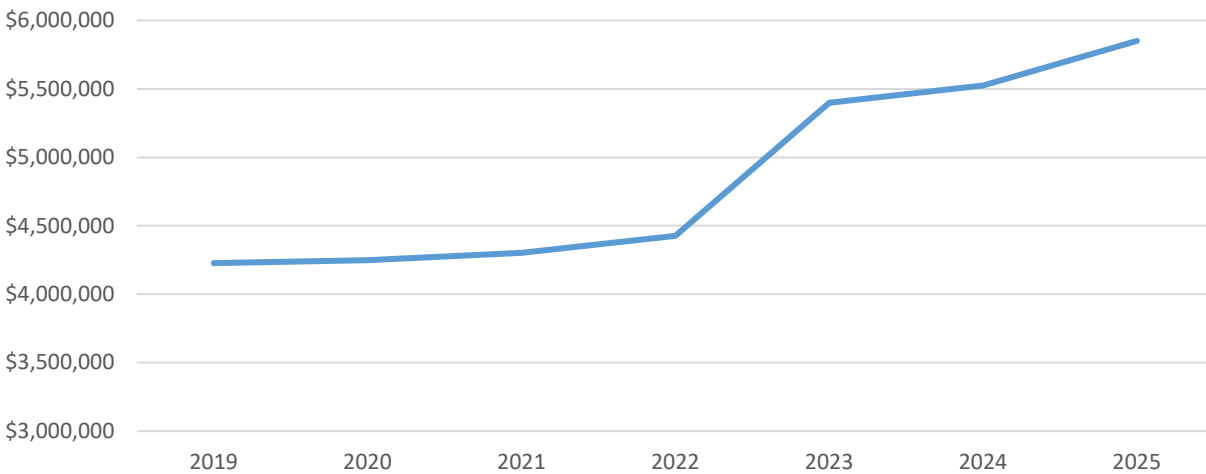
Council discussed this funding option and the many considerations covered in this Staff Report at its February 17, 2026 meeting. Council consensus was general reluctance to increase taxes, but acknowledgement that this option is necessary in light of recent and ongoing pressures on the City's finances. Council also commented that one of the basic responsibilities of the City is to provide for public safety, and this funding option helps ensure that the City is doing so. Finally, Council discussed that this funding option, though regressive as far as taxes go, is spread across both residents and non-residents, and is preferable to enacting a 20% property tax increase that would be necessary to generate an equivalent revenue.

DISCUSSION:

The City has seen a significant increase in public safety costs in the last three years. There are a number of factors that are driving the cost increase, many of which are currently outside of the City's control. In 2019, public safety costs (called Law Enforcement in our budget) were \$4.2 million. In 2025, it cost \$5.9 million.

Law Enforcement Expenditures

Police, Jail, Court, Support Services



As shown in the graph above, the City's public safety costs jumped by 22% in 2023 alone. The next two years saw an average increase of 4% annually. In 2026, the City is anticipating total expenditures to be \$6.8 million, an increase of 16%. The period between 2019 and 2026 combines to a total increase of nearly 62% for Law Enforcement.

Major drivers for the cost increases:

- Body Worn Cameras/Dash Mounted Cameras and Associated Costs
- Liability/Risk Management Costs
- Court Mandated Reduction in Caseload
- Community Court (added service)
- Core Connect (added service)
- Overtime Costs to Support Community Events
- Union contract costs

Over the seven years there has been no increase in the number of commissioned officers or support staff assigned to the City. This is despite an estimated population growth of 8% over that time. A "fully-loaded" patrol officer costs approximately \$283,000 per year in 2026 (salary, benefits, equipment, training, etc.).

Woodinville funds public safety services exclusively with general fund revenues (sales tax, property tax and utility tax are the primary sources). These same funding sources fund our parks, street, council, legal, executive, and administrative service operating costs. Over the last few years there has been a demand for increased level of services that impact on many of these services areas. Some examples are:

- Contributions to affordable housing
- Robust community outreach program/efforts
- Increased staffing to meet increased workload goals such as aggressive Capital Improvement program
- Support for community events
- New programs to serve growing community (economic development, human resources, technology needs, etc.)

In addition to these pressures on general fund revenues, the City has not been immune to the significant inflationary cost increases on most goods and services that residents themselves

have experienced in the last 5-6 years. On the opposite side of the ledger, there have not been any significant revenue source changes made by the City to offset those increased costs. For example, the City Council has not utilized the available 1% property tax increase in nearly a decade, keeping the City's property tax base levy flat over that time, with increases only resulting from improvements to property, such as new construction. As the costs of everything, including public safety, continue to rise and in the interest of continued financial stability, Staff recommend that the City Council consider implementing the councilmanic public safety sales tax increase authorized in RCW 82.14.345.

It is estimated that, if this tax is approved by City Council, it will generate \$880,000 to \$1,000,000 in revenue annually. The range of this estimate is due to Sales Tax from Construction activity, which is economically volatile. The \$880,000 estimate is more likely in the short term. This additional revenue will still be well short of covering the \$2.6 million worth of public safety cost increases the City has experienced since 2019.

The Process: Under HB 2015, eligible cities may adopt a councilmanic 0.1% sales and use tax for public safety and criminal justice purposes without voter approval through June 30, 2028. To implement the tax with a July 1 effective date, the city must first ensure it meets the Criminal Justice Training Commission (CJTC) eligibility standards, which include required law enforcement policies, training compliance, and data reporting. Since the City contracts its public safety service through the King County Sheriff's Office (KCSO) and the CJTC has determined KCSO is compliant, the bulk of that work has been done. The City will still need to submit documentation demonstrating compliance to CJTC, largely by resubmitting and attesting to already-approved documentation from KCSO. Simultaneously, the City Council may adopt an ordinance authorizing the tax and submit the rate change to the Washington Department of Revenue (DOR). The City is required to give the DOR notice at least 75 days prior to July 1 (the submission deadline for July 1 implementation is April 17). As a result, the Ordinance will need to be fully adopted by Council no later than the City Council April 7th meeting. Under the law, the tax may only take effect January 1, April 1, or July 1 of the year. Failure to submit to DOR by April 17th for a July 1 implementation will mean implementation would be delayed until at least January 1, 2027.

If these steps are completed on time, the tax becomes effective July 1, with revenues restricted to eligible public safety and criminal justice uses such as law enforcement, courts, diversion, behavioral health response, and related services. This tax stacks with existing local sales taxes and does not require revenue sharing other governmental organizations.



RECOMMENDED MOTION:

I MOVE TO PASS FIRST READING OF ORDINANCE NO. 803, ENACTING A SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT AS AUTHORIZED BY RCW 2.14.345, TO BE DEDICATED TO PUBLIC SAFETY PURPOSES AND AUTHORIZE THE CITY MANAGER TO TAKE SUCH ACTION AS NECESSARY TO EFFECTUATE SUCH ACTION.

Attachments:

- 1) Ordinance No. 803 enacting an additional sales tax to fund public safety.

ORDINANCE NO. 803

AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON, ENACTING AN ADDITIONAL SALES AND USE TAX OF ONE-TENTH OF ONE PERCENT AS AUTHORIZED BY RCW 82.14.345; AMENDING CHAPTER 3.06 OF THE WOODINVILLE MUNICIPAL CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE AND SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Legislature enacted House Bill 2015 in the 2025 legislative session to provide qualified cities, towns, or counties to authorize, by resolution or ordinance, a new local option sales and use tax of one-tenth of one percent (0.1%) for criminal justice purposes; and

WHEREAS, the City of Woodinville has experienced a 62% increase in law enforcement costs between 2019 and 2026 (\$4.2 million in 2019 to \$6.8 million in 2026); and

WHEREAS, the City of Woodinville over the last five years has grown from a population of 13,069 to an estimated 14,060 with no increase in commission officers bringing its officers per 1,000 residents down from 1.15 to 1.07; and

WHEREAS, the Woodinville City Council asserts public safety, law enforcement, and criminal justice are critical responsibilities of the City; and

WHEREAS, the Woodinville City Council seeks to enhance funding for these critical functions; and

WHEREAS, the City Council finds that the City, through its law enforcement agency, the King County Sheriff's Office, meets the requirements to receive a grant from the Local Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025; and

WHEREAS, the City receives distributions from the sales and use tax authorized by RCW 82.14.340 for criminal justice purposes; and

WHEREAS, the City voters have not repealed by referendum the criminal justice sales tax imposed pursuant to RCW 82.14.340 or rejected a ballot proposition to impose the public safety sales tax authorized by RCW 82.14.450 in the previous 12 months;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings.

- A. The City Council finds that the City, through its law enforcement agency, the King County Sheriff's Office, meets the requirements to receive a grant from the Local

Law Enforcement Grant Program created in Section 101, Chapter 350, Laws of Washington 2025, having:

1. Issued and implemented policies consistent with RCW 43.17.425 and 10.93.160, and the office of the attorney general's keep Washington working act guide, model policies, and training recommendations for state and local law enforcement agencies;
2. Participated in commission trainings as required by RCW 43.101.455 and 36.28A.445;
3. Issued and implemented policies and practices regarding use of force and de-escalation tactics consistent with RCW 10.120.030 and the office of the attorney general's model policies, and all other commission and attorney general model policies regarding use of force for law enforcement, including, but not limited to, duty to intervene and training and use of canine teams;
4. Implemented use of force data collection and reporting consistent with chapters 10.118 and 10.120 RCW when the program is operational, as confirmed by a notice from the attorney general's office to all police chiefs and sheriffs;
5. Issued and implemented policies and practices consistent with chapters 7.105 and 9.41 RCW and the commission model policies and training addressing firearm relinquishment pursuant to court orders;
6. A 25 percent officer completion rate with the commission's 40-hour crisis intervention team training;
7. A 100 percent officer compliance rate for those officers required to complete trauma-informed, gender-based violence interviewing, investigation, response, and case review training developed or approved by the commission pursuant to RCW 43.101.272 and 43.101.276, and if requested by the commission, participated in agency case reviews;
8. Received funding from a sales and used tax authorized pursuant to RCW 82.14.340 or RCW 82.14.450;
9. A chief of police who is certified by the criminal justice training commission, and who has not been convicted of a felony anywhere in the United States or under foreign law, or been convicted of a gross misdemeanor involving moral turpitude, dishonesty, fraud, or corruption; and
10. Issued and implemented policies and practices that prohibit volunteers who assist with agency work from enforcing criminal laws, other than for assistance with special event traffic and parking, including engaging in pursuits, detention, arrests, the use of force, or the use of deadly force; carrying or the use of firearms or other weapons; or the use of dogs to track people or animals other than for purposes of search and rescue; and that set forth the required supervision of volunteers,

including that they must be clearly identifiable by the public as distinguishable from peace officers and any identifying insignia must be officially issued by the agency and only used when on duty.

- B. The City has provided the criminal justice training commission with a detailed staffing plan specifying the following:
1. The total number of commissioned officers currently employed by the agency;
 2. The total number of specially commissioned officers currently employed by the agency;
 3. The total number of co-response teams established within the agency and what staffing are included in each co-response team;
 4. The total number of administrative staff currently employed by the agency;
 5. The number of officers on flexible work schedules;
 6. The average 911 response rate of the agency over the 12-month period immediately preceding the month in which the City is submitting documentation to the criminal justice training commission; and
 7. The average case closure rate of the City over the 12-month period immediately preceding the month in which the county is submitting documentation to the criminal justice training commission.
- C. The City Council authorizes the City Manager to submit required documentation to the Criminal Justice Training Commission demonstrating that the City meets the requirements of Section 101, Chapter 350, Laws of Washington 2025.

Section 2. A new Woodinville Municipal Code section 3.06.050 is hereby added to read as follows:

3.06.050 Additional public safety sales and use tax imposed.

A. Tax imposed. To provide funding for criminal justice purposes as authorized by RCW 82.14.345, an additional one-tenth of one percent (0.1%) sales and use tax is hereby levied, fixed, and imposed on all taxable events within the City as defined in chapter 82.08, 82.12, or 82.14 RCW.

B. Applicability of the tax. The tax shall be imposed upon and collected from those persons from whom sales tax or use tax is collected in accordance with chapter 82.08 or 82.12 RCW and shall be collected at the rate of one-tenth of one percent of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

C. Additional tax. The additional sales and use tax shall be in addition to all other existing sales and use taxes currently imposed by the City.

Section 3. Notice to Department of Revenue; Implementation. The City Clerk or designee is requested to submit this ordinance to the Department of Revenue. The Finance Director or designee is authorized to take all steps necessary to implement and collect the tax imposed by this Ordinance.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, or phrase of this Ordinance.

Section 5. Effective date. This Ordinance concerning powers vested solely in the Council, it is not subject to referendum and shall become effective five (5) days after its passage and publication as required by law; *provided*, that the additional tax imposed by Section 2 shall apply to taxable events occurring on or after July 1, 2026. The City Clerk is directed to publish a summary of this ordinance at the earliest possible publication date by publication of the ordinance title.

**ADOPTED BY THE CITY COUNCIL AND SIGNED IN AUTHENTICATION OF
ITS PASSAGE THIS _____ DAY OF MARCH 2026.**

Sarah Arndt, Mayor

ATTEST/AUTHENTICATED:

Katie Hanke, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Jeffrey Ganson, City Attorney

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 803



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Amending Council Rules of Procedure: Buchanan
<u>Staff Contact:</u>	Brandon Buchanan, City Manager

<u>Issue:</u>	Shall the Council discuss amendments to its Rules of Procedure?
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<u>Recommended Motions:</u>	No motion necessary - discussion only.
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[Staff Report](#)

Agenda Item Number: 13.



To: Honorable City Council
From: Brandon Buchanan, City Manager
Subject: Amending Council Rules of Procedure

Date: March 3, 2026

ISSUE: Shall the Council discuss amendments to its Rules of Procedure?

RECOMMENDATION: To discuss any desired changes and provide direction to Staff.

BACKGROUND/DISCUSSION: The City Council adopts its Rules of Procedure (“Rules”) to guide and regulate its activity as a body. Per Section 8.5 of the Rules, the Council’s Rules are formally reviewed every two years, after a municipal election. Any changes in the Rules should be adopted by passage of a Resolution. The most recent version of the Rules was adopted in January 2024, when the Council adopted Resolution No. 639 (Attachment 1).

Staff typically draws attention to areas where change could/should be considered. In conversations with individual Councilmembers, the idea to standardize the appointment process for Commissions came up. Language for the three commissions (Planning, Public Spaces, and Salary) varies as to appointment process, often leading to some confusion on how that appointment process should be carried out at a Council meeting. For example, Planning is appointed by Council directly, whereas Public Spaces is appointed by the Mayor, subject to confirmation by the Council. In application, this leads to a nomination process when appointing Planning Commissioners, and a yes/no vote when appointing Public Spaces Commissioners. This differentiation can lead to confusion during the meetings. As such, Staff recommends standardizing the appointment authority (appointed by Council) across all three Commissions and adding a provision in Council Rules that emulates the process for filling a Council vacancy (nominations>vote on preferred candidate until one candidate receives majority). Standardizing across all three will require some additional Council action beyond just a Council Rules resolution, which staff can return with at a future meeting at the same time a new Rules resolution is presented if Council desires to make said changes.

Other amendments to the Council’s Rules of Procedure may also be deemed necessary by Council and any such proposals should be brought forward during this discussion item. Staff/Counsel will incorporate any changes deemed desirable by the Council into a Resolution for consideration at a future meeting. If no changes are deemed necessary, no further action is required.

ALTERNATIVES:

1. Provide direction to staff
2. Take no action

RECOMMENDED MOTION: No motion necessary - discussion only

Attachments:

- 1) Resolution No. 639 (Current Council Rules of Procedure)

RESOLUTION NO. 639

A RESOLUTION OF THE WOODINVILLE CITY COUNCIL REVISING THE CITY COUNCIL RULES OF PROCEDURE.

WHEREAS, RCW 35A.11.020 gives the City Council of each code city the power to organize and regulate its internal affairs consistent with the provisions of Title 35A RCW; and

WHEREAS, from time to time, the City Council amends its Rules of Procedure by Resolution; and

WHEREAS, the City Council desires to amend its Rules of Procedure so that it may more effectively and efficiently conduct the business affairs of the City Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Adopting Rules of Procedure. The City Council's Rules of Procedure are hereby adopted in their entirety to read as set forth in Exhibit 1, attached hereto. All previous versions of the City Council's Rules of Procedure are hereby superseded.

RESOLVED this 16th day of January 2024.



Mike Millman, Mayor

ATTEST/AUTHENTICATED:

Katie A. Hanke
Katie Hanke, City Clerk

Passed by the City Council: 01-16-2024
Resolution No. 639

WOODINVILLE CITY COUNCIL COUNCIL RULES OF PROCEDURE

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Revised by Resolution No. 639
 Revised by Resolution No. 603, April 5, 2022
 Revised by Resolution No. 585, April 20, 2021
 Revised by Resolution No. 559, April 21, 2020
 Revised by Resolution No. 508, February 13, 2018
 Revised by Resolution No. 477, April 19, 2016
 Revised by Resolution No. 443, March 4, 2014
 Revised by Resolution No. 421, May 8, 2012
 Repealed by Resolution No. 420, April 17, 2012
 Ratification of Resolution No. 383, April 20, 2010
 Repealed by Resolution No. 383, March 16, 2010
 Revised by Resolution No. 349, April 1, 2008
 Adopted by Resolution No. 339, July 9, 2007

Section 1. Purpose and Effect. These Rules of Procedure ("rules") constitute the official rules of procedure for the Woodinville City Council and are adopted for the sole benefit of the members of the City Council to assist in the orderly conduct of Council business. These rules do not grant rights or privileges to members of the public or third parties.

Section 2. Parliamentary Authority. In all decisions arising from points of order, the Council may consult the most current edition of Robert's Rules of Order Newly Revised, a copy of which is maintained in the office of the Woodinville City Clerk. Any reference to Robert's Rules of Order in these rules means the most current edition of Robert's Rules of Order. A majority of a quorum of Councilmembers present at a meeting may waive any rule.

Section 3. Election of Officers. The City Council shall use the following process to elect a Mayor and Deputy Mayor.

- 3.1 The Mayor and Deputy Mayor shall be elected by a majority of the full Council.
- 3.2 The City Clerk shall serve as the Presiding Officer for the nomination process for the position of Mayor. A Mayor shall be elected before the Office of Deputy Mayor is opened for nominations.
- 3.3 The City Clerk will ask for nominations. When it appears that no one else wishes to make any further nominations, the City Clerk will ask again for further nominations and if there are none, the City Clerk will declare the nominations closed. A motion to close the nominations is not necessary.
- 3.4 No Councilmember may nominate more than one person for a given office.
- 3.5 Nominations do not require a second.
- 3.6 If more than one (1) nomination is made, an open election is conducted by roll call vote. When called upon, each Councilmember shall state the name of the nominee for whom voted.
- 3.7 If none of the nominees receives a majority of the votes cast, those nominees receiving the most votes will proceed to a runoff vote, until one nominee receives a majority of the votes cast. If there is a tie vote between two or more nominees, those nominees shall proceed to a runoff vote until one nominee receives more votes than the other nominees, and that nominee shall advance in the process.
- 3.8 A tie vote results in a failed nomination, except as described above.
- 3.9 The City Clerk shall declare the nominee receiving the majority vote as the new Mayor. The newly elected Mayor will Presiding Officer the nominations and election of the Deputy Mayor and shall proceed as described above.

Section 4. Duties of Officers.

- 4.1 Presiding Officers. The Mayor, or when absent, the Deputy Mayor, shall be the Presiding Officer of the Council. In the absence of the Mayor, the Deputy Mayor shall perform the duties and responsibilities of the Mayor with regard to conduct of meetings. In the absence

of both the Mayor and the Deputy Mayor at any Council meeting, the Council shall appoint one of the members of the Council to act as a temporary Presiding Officer.

- 4.2 Duties of the Mayor. The Mayor serves as the head of the city for ceremonial purposes and shall attest to official actions of the City Council by signing ordinances, resolutions, proclamations, letters, etc. In the event the Mayor declines to execute such documents, this shall be considered a temporary absence, and the Deputy Mayor is empowered to sign these items on behalf of the City Council.
- 4.3 Presiding Officer's Duties. It shall be the duty of the Presiding Officer to:
 - 4.3.1 Call the meeting to order.
 - 4.3.2 Keep the meeting to its order of business.
 - 4.3.3 Control discussion in an orderly manner.
 - 4.3.3.1 Give every Councilmember who wishes an opportunity to speak when recognized by the Presiding Officer.
 - 4.3.3.2 Permit audience participation at the appropriate times.
 - 4.3.3.3 Require all speakers to identify themselves for the record, speak to the question and observe the rules of order.
 - 4.3.4 State each motion before it is discussed and before it is voted upon.
 - 4.3.5 Put motions to a vote and announce the outcome.
 - 4.3.6 Confirm that a Councilmember's request of staff is agreeable to a Council majority. The City Manager shall first consider a request requiring extensive staff effort or study. On any request, staff may seek clear direction from a majority of the Council.
- 4.4 Presiding Officer–Question of Order. The Presiding Officer shall decide all questions of order, subject to the right of appeal to the Council by any two members.
- 4.5 Presiding Officer–Participation. The Presiding Officer shall call the Deputy Mayor or any Councilmember to take the Presiding Officer so the Presiding Officer may make a motion.

Section 5. Meeting Provisions. All Council Meetings shall comply with the requirements of the Open Public Meetings Act (Chapter 42.30 RCW). All Regular Meetings, Special Meetings, and Regular Study Sessions of the Council shall be open to the public.

- 5.1 Quorum. At all Council meetings, a majority of the Council (four members) shall constitute a quorum for the transaction of business, but a lesser number may recess, adjourn, or listen to information without taking action.
- 5.2 Remote Participation in Council Meetings. A Councilmember may participate and vote in all or part of a Regular Meeting or Special Meeting by electronic video or audio communication technology, including, but not limited to telephone, speakerphone, or

video conferencing twice per calendar year, unless otherwise approved by a majority vote of Council, if the technical capability exists, and under the following conditions.

5.2.1 A councilmember may only participate in a meeting remotely if the Council has the technical capability to ensure all of the following:

5.2.1.1 The remotely-participating Councilmember must be able to hear all participants at the Council meeting. The video and/or audio of the remotely-participating Councilmember must be seen and/or heard clearly by all Councilmembers and members of the public attending the meeting. The Presiding Officer must confirm this at the start of the Councilmember's remote participation and note this for the record.

5.2.1.2 The remotely-participating Councilmember's telephone or other electronic connection to the Council meeting must be sufficiently stable to allow for consistent communication between the remotely-participating Councilmember and those attending the Council meeting in person. The remotely-participating Councilmember must be able to ask and answer questions, comment, make or second motions, raise objections, and vote on motions as the need arises. The Presiding Officer should periodically confirm that the remotely-participating Councilmember's connection continues to meet these requirements.

5.2.1.3 Any technical difficulties that prevent the remotely-participating Councilmember, Councilmembers attending the meeting in person, and any other meeting attendees from hearing each other shall be addressed immediately. If the ability for all remote and in-person attendees to communicate cannot be restored immediately, the Councilmember's remote participation shall be terminated by the Presiding Officer and the Councilmember's attendance for the remainder of the meeting shall be considered an excused absence; provided, that the Presiding Officer's termination of remote participation is subject to appeal pursuant to the rules of order.

5.2.1.4 The remotely-participating Councilmember has received all agenda packet materials and can receive or view any additional materials that may be distributed during the meeting.

5.2.2 A Councilmember intending to remotely participate in a Council meeting should notify the Council of the need and reasons for remote participation through the City Clerk. Failure to provide adequate notice of intent to participate remotely shall be grounds for denial of the Councilmember's remote participation by the Presiding Officer, such decision being subject to appeal pursuant to the rules of order.

5.2.2.1 The Councilmember's notification to the City Clerk and Council shall note whether the Councilmember will remotely participate in the entire meeting, or only participate for specific agenda items. If the Councilmember intends to participate only for specific agenda items, the Councilmember's notification to the City Clerk and Council shall note the agenda items in which the Councilmember intends to participate

remotely. At the conclusion of such agenda item(s), the Councilmember shall be excused from further participation in the meeting.

- 5.2.3 The remotely-participating Councilmember bears any costs of remote participation. The remotely-participating member may use the communications equipment owned by the City at City Hall without charge.
- 5.2.4 All votes taken while a Councilmember is participating remotely must be by roll call vote.
- 5.2.5 Pursuant to Section 11.3, remotely-participating Councilmembers and Councilmembers attending the meeting in-person may only communicate with each other through the remote video or audio connection observable to the public, and must not communicate through any other means during the meeting.
- 5.2.6 Remotely-participating Councilmembers shall comply with all rules and procedures as if they were physically present at the Council meeting.
- 5.3 Attendance—Excused Absences. RCW 35A.12.060 provides that a Councilmember shall forfeit his or her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the City Manager, City Clerk or Presiding Officer prior to the meeting to report that they are unable to attend the meeting. The City Manager or City Clerk shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence. The Presiding Officer shall ask for a motion to excuse the absent member. The motion to excuse shall be nondebatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused, and the Clerk will make an appropriate notation in the minutes. When more than one Councilmember is absent, each Councilmember's absence may be voted on separately.
- 5.4 Seating Arrangement. Councilmembers shall occupy the respective seats in the Council chambers assigned to them by position number, except that the Mayor shall sit at the center of the Council, and the Deputy Mayor shall sit at the left hand of the Mayor.
- 5.5 General Meeting Decorum.
 - 5.5.1 While the Council is in session, the members must preserve order and decorum. A member shall not by conversation or otherwise (a) delay or interrupt the proceedings; (b) disrupt any member while speaking or the peace of the Council; or (c) refuse to obey the orders of the Council or the Presiding Officer, except as otherwise provided in these rules.
 - 5.5.2 For regular meetings and other formal settings, the Mayor shall be addressed as "Mr., Madam or Ms. Mayor" or "Mayor (surname)." For regular meetings and other formal settings, the Deputy Mayor and Councilmembers shall be addressed as "Mr., Madam or Ms. (surname)" or "Councilmember (surname)." For study sessions and other informal settings, the Mayor shall be addressed as "Mr., Madam, or Ms. Mayor" or "Mayor (surname)," and the Deputy Mayor and Councilmembers may be addressed by their first names.

- 5.5.3 Persons may address the City Council regarding any action of the City Council, individual Councilmember, or individual staff member. However, they shall direct their remarks to the entire City Council and shall exercise proper respect and decorum. A person (or persons) disrupting a Council meeting shall be asked by the Presiding Officer to cease the disruptive behavior. If such person fails to comply, the Presiding Officer may bar the individual from further audience before the Council for the remainder of that meeting. The Presiding Officer may also call for the removal of the disruptive person from the Council Chambers.
- 5.6 Discussion/Questions on Agenda Items. Each individual Councilmember, after recognition by the Presiding Officer, shall have the opportunity to speak or ask questions on the agenda item before Council up to two times, for 5 minutes each, for a total of 10 minutes before a motion to approve or act upon the agenda item ("Main Motion") may be accepted by the Presiding Officer. The Presiding Officer may allow for additional opportunities at his or her discretion.
- 5.7 Debate Once a Main Motion is Made. The Presiding Officer shall offer the maker of the motion the opportunity to speak first during debate on the motion. Individual Councilmembers, after recognition by the Presiding Officer, may speak up to two times, for 5 minutes each, for a total of 10 minutes to the motion on the floor. The Presiding Officer may allow for additional opportunities at his or her discretion. Unless the maker of the motion has already exhausted such speaking opportunities, the Presiding Officer shall, prior to calling for the vote on a motion, offer the maker of the motion an opportunity to speak in support of the motion, subject to the aforementioned limits.
- 5.8 Voting. The votes during all Council Meetings shall be transacted as follows:
- 5.8.1 Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of the City Clerk or any Councilmember, either a show of hands or a roll call vote may be taken by the Clerk. The order of the roll call vote will be conducted by position number starting with position number one.
- 5.8.2 In case of a tie vote on any proposal, the proposal shall be considered lost.
- 5.8.3 Each Councilmember should vote on all questions put to the Council unless a conflict of interest or an appearance of fairness question under state law is present. Any member present and not voting on a motion will be noted in the minutes as having abstained from voting on such motion.
- 5.9 Confidentiality.
- 5.9.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive sessions to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive sessions when the information is exempt from disclosure under law.
- 5.9.2 Following an executive session, the designated City staff representative handling the issue shall manage the contact with any other party. Councilmembers should consult with the City Manager prior to discussing the information with anyone other

than other Councilmembers, the City Attorney or City staff designated by the City Manager. Any Councilmember having any contact or discussion shall make full disclosure to the City Manager and/or the Council in a timely manner.

Section 6. Council Meetings, Occurrence, and Notice Provisions.

- 6.1 Regular Meetings. The Council shall hold Regular Meetings at the time and location established by ordinance.
- 6.2 Study Sessions. The Council may hold Study Sessions as it deems necessary during Regular Meetings or Special Meetings. Study Sessions are informal meetings for the purpose of review or discussion of programs, projects, or issues; the upcoming Regular Business Meeting preliminary agenda; forthcoming programs and future Council agenda items; progress on current programs or projects; or other information the City Manager feels is appropriate. Study Sessions are intended to provide information or to develop policy consensus and are not generally used for final actions. However, the Council may take final action during Study Sessions when the Council deems appropriate.
- 6.3 Special Meetings. Special meetings may be held by the Council subject to notice requirements prescribed by State law. Special meetings may be called by the Mayor, Deputy Mayor or temporary Presiding Officer by written notice delivered to each member of the Council at least 24 hours before the time specified for the proposed meeting. Special meetings may also be called by the Mayor, Deputy Mayor or temporary Presiding Officer upon the written request of any three members of the Council. The notice of such special meetings shall state the subjects to be considered, and no subjects other than those specified in the notice shall be considered. For purposes of the noticing of special meetings, e-mail shall be considered a written notice.
- 6.4 Executive Sessions. The Council may hold executive sessions from which the public may be excluded, for those purposes set forth in RCW 42.30.110. Before convening an executive session, the Presiding Officer shall announce the purpose of the session and the anticipated time when the session will be concluded and indicate whether Council action will be taken after the executive session. Should the session require more time, a public announcement shall be made that the session is being extended.
- 6.5 Public Notice. The City shall comply with the provisions of RCW 35A.12.160 to provide appropriate notice of Council meetings. Posting of the preliminary agenda on the City's website is considered appropriate notice, although other notice may be provided.

Section 7. Council Meeting Agenda and Order of Business.

- 7.1 Order of Business for Regular Business Meetings. The typical order of business for each Regular Business Meeting shall be as follows:
1. Call to Order
 2. Roll Call
 3. Flag Salute
 4. Approval of Agenda Order & Content
 5. Special Presentations
 6. Public Comments
 7. Consent Calendar

8. Business Items (Including Public Hearings)
9. Public Comments
10. Reports of the City Manager
11. Reports of the Councilmembers
12. Executive Session
13. Adjournment

This Order of Business may be changed from time to time upon majority vote or consensus of the City Council.

- 7.2 Order of Business for Study Sessions. The order of business for each Study Session shall be flexible to better accommodate discussion and time sensitive issues and may be changed upon majority approval of the Council. The typical agenda order will be as follows:
- 7.3 Council Agenda. No legislative item shall be voted upon which is not on the agenda as approved by the Council at the meeting.
- 7.4 Consent Calendar. The City Manager, in consultation with the Presiding Officer, shall place matters on the consent calendar which: (a) have been previously discussed by the Council; (b) can be reviewed by the Council without further explanation based on the information delivered to the Council by the administration; or (c) are so routine or technical in nature that passage is likely.

The motion to adopt the consent calendar shall be nondebatabable and have the effect of moving to adopt all items on the consent calendar. Since adoption of any item on the consent calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the consent calendar. Therefore, under the item "Approval of Agenda Order & Content," the Presiding Officer shall inquire if any Councilmember wishes an item to be withdrawn from the consent calendar. If any matter is withdrawn, the Presiding Officer shall place the item at an appropriate place on the agenda for deliberation at the current or a future Council meeting.

7.5 Public Comment.

7.5.1 Provisions Applicable to All Public Comment.

- 7.5.1.1 Oral and Written Comments. The Council shall not take public testimony at the regular meeting except for testimony given at a public hearing (See also Section 9 of these rules). Any person or designated spokespersons for a recognized community group or organization may speak under public comments for no more than three minutes. A speaker may read written comments submitted by another citizen. Suspension of this rule will require four votes. Speakers may speak once per public comment period. If a person appearing before the Council has used up three minutes of public comments, that person, after all those who have signed up to speak have done so, may continue to address the Council; provided, that the total amount of time elapsed for all "Public Comments," has not exceeded the total time allocated for public comment during the meeting. Unless otherwise extended at the discretion of the Presiding Officer, total time

allocated for each public comment period shall be 15 minutes (30 minutes total for the meeting).

The Presiding Officer shall have the discretion to address any issue raised by a citizen during public comments, refer the matter to the staff for resolution, or a future study session for discussions and/or thank the citizen for his or her comments. Councilmembers may ask citizens questions or make comments. If the questions become a protracted discussion, a debate or grandstanding forum, the Presiding Officer may refer the matter to a future study session or close the discussions and continue with the meeting.

The Council may more informally take public comments at a study session, when appropriate and practical.

- 7.5.1.2 Identification of Speakers. Persons testifying shall identify themselves for the record by name and state whether they live within Woodinville City limits. If representing an organization, the speaker shall identify the location of the organization.
- 7.5.1.3 Instructions for Speakers. An instruction notice for speakers will be affixed to the podium. The Presiding Officer will advise speakers that their testimony is being recorded and is a matter of public record.
- 7.5.1.4 Addressing Council Outside of a Public Hearing or Public Comments. No person may address the Council while it is in session without the recognition of the Presiding Officer.
- 7.5.1.5 Priority. If the number of speakers desiring to make public comments is likely to exceed the total time allocated for public comment, priority shall be given to Woodinville residents, those owning fee title or leasehold interests in real property located within Woodinville, and owners of businesses located within Woodinville city limits.
- 7.5.2 In-Person Public Comment. Any person or designated spokespersons for a recognized community group or organization may speak under public comments in-person by indicating a desire to do so utilizing the provided sign-up sheet in Council Chambers the night of the meeting. Once every person who utilized the sign-up sheet has had an opportunity to make public comment, if the time allocated for public comment has not elapsed, the Presiding Officer may call for any other person in the audience desiring to make a comment to do so. The Presiding Officer will determine speaking order of additional commentators by inviting each to the podium.
- 7.5.3 Remote Public Comment. Any person or designated spokespersons for a recognized community group or organization who articulates that they will have difficulty attending a meeting in person by reason of disability, limited mobility, or for any other reason that makes physical attendance at a meeting difficult, may provide public comments remotely. The Presiding Officer shall provide reasonably fair opportunity for both in-person and remote public comment during the time allocated for public comment—for example, by alternating between in-

person and remote commenters. Any person desiring to make public comments remotely must utilize the technology platform(s) directed by the City. Any person desiring to make remote public comment must sign-up by 6:30 p.m. the night of the meeting at which they desire to make public comment utilizing the sign-up protocols set forth by the City, which shall be set forth in the agenda for each meeting. No remote public comment will be allowed if the speaker did not sign-up prior to the meeting as directed in this provision. Inability to participate remotely for any reason, including problems with remote participation technology, shall not interfere with the orderly conduct of the meeting and may result in inability to provide public comment remotely.

7.5.4 Written Public Comment. Time permitting, the Presiding Officer, in the exercise of sole discretion, may read correspondence addressed to the City Council during the Public Comment Period, if the correspondence specifically requests that it be read during this period. Any public comments that are received will be distributed to Council as timely as possible and will be entered into the public record.

7.5.5 In order to assist the Presiding Officer in ensuring that public comment pertains to City or Council business, the sign-up forms for in-person and remote public comment shall require that each person signing up to comment indicate the topic(s) upon which they intend to comment. At the discretion of the Presiding Officer, any person failing to indicate the intended topic(s) of their comment may be denied the opportunity to comment.

7.6 Reports of Councilmembers. Reports of Councilmembers shall be directly related to City business. Such reports may include, but not limited to: request for future agenda items; events or meetings of outside municipal boards or groups to which a Councilmember has been assigned or appointed; community-wide events; citizen complaints or inquiries about City services; or to make simple information requests that can be easily answered at the City Council Meeting or by later communication.

Councilmembers shall not use this portion of the Meeting to make political statements; to rebut, respond to, or refute actions previously taken by the City Council; or to comment about or respond to the actions or comments of a fellow Councilmember.

Section 8. Agenda Preparation.

8.1 The Clerk, under direction of the City Manager, will prepare a preliminary agenda for each Council Meeting specifying the time and place of the meeting and setting forth a brief general description of each item to be considered by the Council, along with the estimated time when each item will be discussed on the City Council Meeting Agenda. The preliminary agenda is subject to review by the Presiding Officer and by the Deputy Mayor.

8.2 An item for a Council meeting may be placed on the preliminary agenda by any of the following methods:

8.2.1 A majority vote of the Council.

8.2.2 Council consensus.

8.2.3 By any two Councilmembers, via email to the City Manager, no later than 12:00 noon on the Wednesday 13 days preceding the meeting. The Councilmembers shall include in their request adequate background information and explanation so as to allow the City Manager to understand and prepare to support the Council's consideration of the topic. The names of the requester Councilmembers shall be set forth on the agenda. The item shall be placed on the next available meeting agenda as determined by the City Manager.

8.2.4 By the City Manager.

8.2.5 By a Council committee.

8.2.6 By the Mayor.

8.3 Agenda items that are continued from one meeting to another will placed on a future meeting agenda based upon workloads, priorities, and other scheduling considerations.

8.4 The preliminary agenda items will be submitted to the City Manager no later than Wednesday at 1:00 p.m., 13 days preceding the meeting. The finalized agenda and meeting packets should be available at City Hall by 5:00 p.m. at least 5 days before the next Council meeting.

8.5 Council procedures shall be periodically reviewed as needed, but at least every two years; therefore, Council procedures shall be considered in the first quarter of every even numbered year and may be considered any other time that Council shall choose to review them.

8.6 Public Requests for Presentations and Proclamations. It is the policy of the City Council to only consider requests to allow presentations or to make proclamations for events, issues, or causes that directly affect Woodinville residents, businesses, and organizations. The City Council will only consider requests that are timely and have potential relevance to a majority of Woodinville's residents, businesses, and organizations.

Section 9. Public Hearings.

9.1 Rules for Public Hearings. The following rules shall be observed during any public hearing (or public meeting at which the Council accepts public comment on a specific issue). However, the rules may be altered, amended, or revised upon a majority vote of the City Council.

The Presiding Officer shall declare the public hearing open and ask for the City staff presentation. The Presiding Officer shall recognize comments and questions from the Council to the staff.

After all interested members of the public and staff have had an opportunity to speak, the primary advocate or sponsor of a position may respond to or rebut information presented in opposition. This opportunity for rebuttal shall not be used to present new information or to address subjects other than issues raised by the opposition or public. After all interested persons have had a fair opportunity to speak, the Presiding Officer shall declare the public hearing closed. The Council may, however, allow written materials to be presented to the

Council for a period of time certain. This shall be decided by the Council and require a majority vote.

Once the public hearing is closed, no person may introduce new substantive information without a majority vote of the Council reopening the public hearing. If any person wants to have the public hearing reopened, the person must petition the City Clerk. The Council may accept or reject such petition and determine any limiting conditions regarding a further hearing.

9.2 Rules for Quasi-Judicial Hearings. The following additional rules shall be observed during any Council quasi-judicial public hearing:

- 9.2.1 Public oral testimony shall not be given on quasi-judicial matters outside of a public hearing except on matters of procedure. If a quasi-judicial matter is on the agenda, the City Attorney shall inform the public what State law permits as to public comments on quasi-judicial matters. If comments are provided in writing, such written comments must be filed with the Clerk no later than 1:00 p.m. of the Wednesday preceding the hearing. No material submitted later than that time will be considered by the Council unless and until there is a further hearing. Written comments to the Council on closed record quasi-judicial matters will be reviewed by the City Attorney who will exclude information which is not contained in the record of the Hearing Examiner or other official conducting the open record hearing.
- 9.2.2 The Presiding Officer shall declare the public hearing open and ask councilmembers to disclose ex parte oral or written communications or any potential appearance of fairness problems. Councilmembers will disclose any facts that may lead to a challenge. After all disclosure, the Presiding Officer will ask if any person wishes to make an appearance of fairness challenge to any councilmember. If so, the member of the audience will come forward to the podium and make the challenge. After all challenges, the Presiding Officer may ask the City Attorney to advise if any councilmember may be subject to disqualification. This may be in public or executive session. After any councilmember recuses, the quasi-judicial hearing shall proceed. If a challenged councilmember does not recuse, the proceeding may be suspended pending judicial resolution of the challenge.
- 9.2.3 If a hearing is on a plat approval, the hearing shall proceed under the same rules as provided in Section 9.1, above. If the hearing is on any other appeal from an open record hearing, only the parties (e.g., the appellant(s) and applicant) shall present to the Council after the staff presentation. The Council also reserves the right to receive argument in writing and without further oral presentations, or a combination of both written and oral presentations.

Section 10. City Council Committees.

- 10.1 To help the City Council complete its work and to make City Council Meetings more efficient, the Council may form Committees to gather information; consider project/program options; or other duties as may be assigned by the City Council. Any such Committee shall only be authorized to investigate and evaluate those matters referred to it by the City Council.

10.2 Each Councilmember shall be notified when a Council Committee meets and shall receive a copy of the Meeting Agenda. After a Council Committee has met, the Committee Presiding Officer shall report the Committee's activities to the entire Council at the next Regular Meeting; or the assigned staff support employee shall prepare a written summary of the Committee's activities for distribution to the entire Council.

10.3 The following basic rules shall apply to City Council Committees:

10.3.1 Ad Hoc Committee Assignments. Ad hoc committees of not more than three Councilmembers may be appointed by the Mayor, with the concurrence of the Council, from time to time as the need arises. The Mayor, with the concurrence of the Council, shall also appoint the Presiding Officer of any such ad hoc committees.

10.3.2 Committee of Inquiry. Upon the affirmative vote of a majority of the Council, a committee of inquiry consisting of not more than three Councilmembers may be appointed by the Mayor with the concurrence of the Council, to inquire into any and all matters of City business as shall have been authorized specifically in the enabling motion.

10.3.2.1 The City Manager may be an ex-officio member of any and all such committee(s).

10.3.2.2 The committee shall report the results of each such approved inquiry to the Council, and the committee report shall be received by the Council and may be entered into the public record.

10.3.2.3 Nothing in this policy shall prevent an individual Councilmember from contacting the City Manager, a City department director, officer, or employee with questions or requests for information regarding any matter which is within the scope of the authorities of the Councilmember.

10.4 Standing Committee Assignments. If standing committees are established, they shall be appointed by the Mayor, with the concurrence of the Council. The Mayor, with the concurrence of the Council, shall also appoint the Presiding Officer of such standing committees.

10.5 Committee Meetings Open to Public. All meetings of committees designated pursuant to this Section shall comply with the requirements of the Open Public Meetings Act (Chapter 42.30 RCW).

Section 11. Additional Items.

11.1 Decorum – General. Councilmembers are strongly encouraged to exercise principles of general decorum in all aspects of their official City conduct, including but not limited to public statements, press releases, media interviews and written correspondence constituting a public record. For purposes of this subsection, "general decorum" shall mean politeness, courtesy, professionalism, and avoidance of personal insults, slanderous remarks, and ad hominem attacks with respect to other City officials and employees. The principles of general decorum established in this section are separate from and additional to the prohibition against false statements and misrepresentations codified at WMC 2.36.020(12).

11.2 Electronic Devices. Councilmembers may use computers, electronic tablets, smart phones, personal digital assistants, and similar devices, whether personal or City-issued, to access data during council meetings. Councilmembers shall not communicate using text messaging or social media during a council meeting. Councilmembers shall not make or receive personal, private phone calls or emails while at the Council dais. Councilmembers shall not communicate in any electronic format with another councilmember during a council meeting. On limited occasions, a councilmember may send or receive an email to the City Manager or City Attorney during a council meeting. For electronic communications outside of council meetings, see the City *Information Technology Policies*.

11.3 Representation of the City. Councilmembers may be called upon to represent the City or the position of the City on certain subjects and issues to external organizations.

11.3.1 Designation as Official Representative to External Group. The Council shall periodically review as needed, but at least every two years in the month of January of every even-numbered year, the assignment of Councilmembers to represent the City at various external groups. As new opportunities arise to represent the City to external groups, Councilmembers must inform the Council of the opportunity and receive Council consent prior to applying for or assuming the appointment of City representative to an external group.

11.3.2 Representation of City Position. To the extent practical, no Councilmember shall state or give the impression of stating the position of the City Council on a specific topic or subject, whether verbally or in writing (including use of the City's logo or letterhead), unless the substance of that position has been discussed and approved by Council.



Report to the City Council

<u>Meeting Date:</u>	March 3, 2026
<u>Agenda Item:</u>	Washington D.C. legislative lobbying visit: Hill/Buchanan
<u>Staff Contact:</u>	Jared Hill, Intergovernmental Affairs Program Manager
<u>Additional Submitted by:</u>	Brandon Buchanan, City Manager

<u>Issue:</u>	Shall the City Council select Councilmembers to represent the City for a Washington D.C. legislative delegation visit?
<u>Recommended Motions:</u>	I NOMINATE COUNCILMEMBER(S) _____ TO REPRESENT THE CITY AT THE 2026 WASHINGTON D.C. LEGISLATIVE VISIT.

[Staff Report](#)

Agenda Item Number: 14.



To: Honorable City Council
From: Jared Hill, Intergovernmental Affairs Program Manager
Brandon Buchanan, City Manager
Subject: Washington D.C. legislative lobbying visit

Date: March 3, 2026

FINANCIAL ACTION SUMMARY		
Expenditure Required	Amount Budgeted/Approved	Additional Amount Required
\$5,500	\$7,800	\$0

ISSUE: Shall the City Council select Councilmembers to represent the City for a Washington D.C. legislative delegation visit?

RECOMMENDATION: Select Councilmember(s) to represent the City for a Washington D.C. legislative delegation visit.

BACKGROUND/DISCUSSION:

Washington D.C. Legislative Visit

With the support of Jake Johnston, the City's federal lobbyist, staff is once again preparing to advocate for the interests of City Council with key policymakers in Washington D.C. (tentatively April 22, 2026 – April 24, 2026). The City's Federal Lobbyist has reviewed session calendars and event schedules and has found this to be the most opportune window for advocacy.

The City has two funding requests for which it would be beneficial to make this trip:

- 1) The City is advocating for an appropriation request (CPF) for \$2.5 million for the Little Bear Creek Salmon Recovery Project. Our Federal representatives, led by Congresswoman Delbene, previously secured an \$850k CPF for the Little Bear Creek culvert project (repurposing the trestle to replace problematic culverts under 134th Ave NE). That original CPF request was for \$2.25 million and a larger salmon recovery project along Little Bear Creek, but was cut due to partisan political maneuvering, which led to the larger project scope being scaled back to just the culverts below 134th Ave NE. Despite allocation of City resources during our budget process, there exists an approximate \$500k shortage for that more targeted project. This new CPF request would fully fund the 134th Ave NE culvert replacement portion of the larger project, as well as fund design for the larger salmon recovery project that entails removal of another culvert at NE 178th St. Any partial funding, if secured, would likely be focused on addressing the budget shortfall for the 134th Ave NE project.
- 2) The City has just submitted a BUILD (successor to RAISE program) grant seeking \$5 million for the trestle project. As that project design has neared completion, Staff estimates that the project cost will likely require additional funding. One potential funding option is the BUILD grant program. As was the experience when the City secured the RAISE grant for the Eastrail Design project, strong advocacy with and by the Federal delegation is critical to the chances of winning said grant.

Council has approved funding for limited staff and Councilmember travel for these purposes. Staff believe that travel costs can be covered within approved budgeted amounts.

ALTERNATIVES:

1. Discuss and appoint delegation representatives.
2. Defer discussion and action to a later date.

RECOMMENDED MOTION:

**I NOMINATE COUNCILMEMBER(S) _____ TO REPRESENT THE CITY AT
THE 2026 WASHINGTON D.C. LEGISLATIVE VISIT.**

ATTACHMENTS: None