

TOWN OF WOODWAY COUNCIL MINUTES

Monday, October 24, 2016

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Carla Nichols called the second Council meeting for the month of October to order at 7:00 p.m. at Woodway Town Hall, 23920 113th Place West. Councilmembers Bill Anderson Kent Saltonstall, Elizabeth Mitchell, and Tom Whitson were present. Councilmember Tom Howard had an excused absence. Town Administrator Eric Faison and Clerk-Treasurer Heidi Napolitano were also present.

ACTION

Councilmember Mitchell moved to amend the agenda to move Item V to immediately follow Item I. *Councilmember Saltonstall* seconded the motion. The motion carried unanimously.

I - APPROVAL OF MINUTES

Councilmember Mitchell moved to approve the minutes of September 19, 2016. *Councilmember Saltonstall* seconded the motion. The motion carried unanimously.

Councilmember Anderson moved to approve the minutes of October 4, 2016. *Councilmember Saltonstall* seconded the motion. The motion carried unanimously.

I - APPROVAL OF VOUCHERS

Councilmember Mitchell moved to approve 2016 Claims Checks #11447 through 11468 and one EFT totaling \$41,273.86. *Councilmember Anderson* seconded the motion. The motion carried unanimously.

V – PRESENTATION: LONGEVITY AWARDS – OFFICER HOETH AND OFFICER CORREA

Police Chief Doug Hansen presented a 15-year service award to Officer Mike Hoeth and a 10-year service award to Officer Al Correa. Mayor Nichols thanked the officers for their dedicated service.

Chief Hansen updated the council on several outstanding items, including an on-going investigation and a recent house fire.

AUDIENCE COMMENTS

None.

II - COUNCIL REPORTS

Councilmember Whitson shared several observations about the Oso landslide and trial.

Councilmember Mitchell commented that the recent statewide earthquake drill revealed that Washingtonians are not adequately prepared for a natural disaster. Officials are now urging residents to store larger supplies of food and water.

Councilmember Mitchell reported on the recent WCIA training and annual meeting that she attended with Mayor Nichols, Clerk-Treasurer Heidi Napolitano, and Consultant Joyce Bielefeld.

She announced that the Town will again have a choice as to the areas WCIA will include in the annual audit.

Councilmember Saltonstall reported that the call transfer rate between the two communication centers in Snohomish County is 21 seconds. He also announced that the November 2 combined SnoCom/SnoPac board meeting was cancelled.

Councilmember Saltonstall requested that the Council discuss drone use in Woodway at a future meeting.

Councilmember Anderson reported that he attended a recent DEM meeting with Public Works Director Terry Bryant. The meeting was focused on creating bylaws for the DEM advisory group.

Councilmember Anderson requested that Public Works Director Bryant look into several potholes in the north end of town and investigate if there is evidence of people camping in the Upper Reserve.

III – MAYOR’S REPORT

Mayor Nichols shared information on a recent fire in the Twin Maples neighborhood. The Shoreline Fire Department and backup services from Edmonds and Lynnwood responded. Although there was damage to a home, the fire was contained. Response times were under 8 minutes, with responsive communication between the Fire department and Town officials.

Mayor Nichols reported on the community meeting held on October 19 to discuss Proposition 1, Woodway's proposed property tax increase. Approximately 25 residents were in attendance. Almost all of attendees expressed support for Proposition 1.

Mayor Nichols shared information about the WCIA training on “communication in a crisis” that she attended with Councilmember Mitchell, Clerk-Treasurer Heidi Napolitano, and Consultant Joyce Bielefeld. She also shared that WCIA had grants available for certain road-safety issues and that Woodway would likely apply for a walking path improvement grant.

Mayor Nichols reminded the Council that the first November Council meeting was rescheduled from the 7th to the 9th at 6 pm and the second November meeting will be held on the regularly scheduled date (the 21st).

Mayor Nichols shared a letter from a resident about urban farming in Woodway and asked if the Council would like to discuss the concept and how it’s addressed in Woodway’s code. The Council agreed to include it in an upcoming code update discussion.

IV - TOWN ADMINISTRATOR’S REPORT

Town Administrator Eric Faison reported that SnoCom agreed to discontinue charging the fire portion of the dispatch costs, starting in 2017. Mr. Faison updated the Council on the ongoing litigation regarding sewer service to Point Wells. Mr. Faison shared a discussion with the president of the Woodway Highlands homeowners’ association about landscaping services.

Mr. Faison asked the Council for input about the request from Shoreline Fire Department to do a controlled burn on a home in Woodway. The Council's consensus was to allow the controlled burn.

VI - PRESENTATION: PRELIMINARY 2017 BUDGET

Mayor Nichols opened a brief discussion of the proposed budget. Councilmembers made requests for other items to be included in the next draft and asked staff several questions. The addition of emergency walkie-talkies for Town staff and the neighborhood emergency coordinators was added to the proposed budget. Policy questions regarding how Town staff would respond in an emergency and whether Town Hall should be equipped as a community shelter were identified as future policy issues.

AUDIENCE COMMENTS

None.

GENERAL COUNCIL DISCUSSION-CHOICE OF SUBJECTS

Councilmember Whitson asked how Woodway would receive disaster relief funds after a natural disaster. Mayor Nichols shared that we would go through Snohomish County's Department of Emergency Management and that details for initiating relief funds are in the Town's comprehensive emergency management plan.

ADJOURNMENT

Councilmember Mitchell moved to adjourn the meeting. *Councilmember Anderson* seconded the motion. The motion carried unanimously. The meeting was adjourned at 8:43 p.m.

Respectfully Submitted,

APPROVED BY THE TOWN COUNCIL

Heidi K. S. Napolitano, Clerk-Treasurer

Carla A. Nichols, Mayor

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



TOWN OF WOODWAY
CHECK APPROVAL

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

Clerk-Treasurer

The following Claims Checks are approved for 2016 payment:

#11473 through 11492 and two EFTs.....\$191,707.01

This 16th day of November 2016.

Mayor

Councilmember

Councilmember

Councilmember

CHECK REGISTER

Town Of Woodway
MCAG #: 0700

11/01/2016 To: 11/30/2016

Time: 15:30:43 Date: 11/10/2016
Page: 1

| Trans | Date | Type | Acct # | Chk # | Claimant | Amount | Memo |
|-------|------------|--------|--------|-------|---------------------------------------|------------|---|
| 2339 | 11/03/2016 | Claims | 1 | EFT | Tammy Custer | 406.00 | October 2016 Police Data Entry Services |
| 2360 | 11/16/2016 | Claims | 1 | EFT | US Bank | 93,523.13 | 2016 Principal Payment And 2nd Half 2016 Interest Payment On Bond |
| 2340 | 11/03/2016 | Claims | 1 | 11473 | Comcast | 157.66 | Internet And Basic TV Service |
| 2341 | 11/03/2016 | Claims | 1 | 11474 | Frontier | 185.90 | Elevator And Alarm System Phone Lines |
| 2342 | 11/03/2016 | Claims | 1 | 11475 | Home Depot Credit Services | 82.41 | PW Supplies, Town Hall Supplies |
| 2343 | 11/03/2016 | Claims | 1 | 11476 | Pacific Office Automation | 104.53 | Monthly Copier Maintenance |
| 2344 | 11/03/2016 | Claims | 1 | 11477 | Puget Sound Energy | 55.45 | Natural Gas Service - 9/21-10/20/2016 |
| 2345 | 11/03/2016 | Claims | 1 | 11478 | Verizon Wireless | 265.86 | PD Wireless Service, Mobile Phone Service |
| 2361 | 11/16/2016 | Claims | 1 | 11479 | Josefina Bautista | 350.00 | October 2016 Town Hall Cleaning |
| 2362 | 11/16/2016 | Claims | 1 | 11480 | City Of Lynnwood | 95.00 | September 2016 Prisoner Room And Board |
| 2363 | 11/16/2016 | Claims | 1 | 11481 | Comcast Business | 391.47 | Town Hall Phone Service |
| 2364 | 11/16/2016 | Claims | 1 | 11482 | Edmonds Auto Parts | 43.91 | Oil |
| 2365 | 11/16/2016 | Claims | 1 | 11483 | Equipment Experts, Inc | 7,635.68 | Chipper Repair |
| 2366 | 11/16/2016 | Claims | 1 | 11484 | Factory Direct Tires | 414.85 | 2 Tires For GMC |
| 2367 | 11/16/2016 | Claims | 1 | 11485 | Innovative Vacuum Services | 5,581.38 | Stormwater System Maintenance/repair - 10/27/2016 - Woodway Park Road; Stormwater System Maintenance/repair - 9/23/2016 |
| 2368 | 11/16/2016 | Claims | 1 | 11486 | Miller's Equipment | 296.24 | Hedge Trimmer Head And Maintenance Supplies; PW Supplies |
| 2369 | 11/16/2016 | Claims | 1 | 11487 | Protection One Alarm Monitoring, Inc. | 132.85 | Alarm And Elevator Monitoring |
| 2370 | 11/16/2016 | Claims | 1 | 11488 | Republic Services, Inc. | 128.91 | Trash And Recycling Service |
| 2371 | 11/16/2016 | Claims | 1 | 11489 | Snohomish County District Court | 115.38 | October 2016 Billing For Cases Filed |
| 2372 | 11/16/2016 | Claims | 1 | 11490 | Snohomish County Finance | 76,992.01 | 2nd Half 2016 800 Mhz Billing; Overlay |
| 2373 | 11/16/2016 | Claims | 1 | 11491 | Sound Safety Products Co., Inc. | 723.39 | PW Supplies; PW Clothing; PW Clothing |
| 2374 | 11/16/2016 | Claims | 1 | 11492 | Bill Trimm, FAICP | 4,025.00 | Town Planner Services: Reimb - 1487.50; Town Planner Services: Pt Wells - 72.50; Town Planner Services: General - 2465.00 |
| | | | | | | 67,556.16 | |
| | | | | | | 82,096.34 | |
| | | | | | | 36,473.13 | |
| | | | | | | 5,581.38 | |
| | | | | | | 191,707.01 | Claims: 191,707.01 |
| | | | | | | 191,707.01 | |



TOWN OF WOODWAY
CHECK APPROVAL

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

Clerk Treasurer

The following October 2016 Payroll Checks are approved for 2016 payment:

#11469 through 11472 and EFTs.....\$57,393.51

This 9th day of November 2016.

Mayor

Councilmember

Councilmember

Councilmember

Terry Bryant

From: Randy Rohwer <randyrohwer@hotmail.com>
Sent: Wednesday, November 2, 2016 9:09 AM
To: Terry Bryant; Carla Nichols
Subject: Thanks for the Halloween signs

Terry and Carla,

A very big thanks for placing signs in our neighborhood for Halloween traffic.

It never ceases to amaze me how many kids come out in Woodway Highlands.

The signing is very appreciated to control the parking

Thanks to the Town,

Randy Rohwer, President Woodway Highlands HOA

RESOLUTION NO. ____

**A RESOLUTION PERTAINING TO A VOLUNTARY PER CAPITA CONTRIBUTION TO
THE SNOHOMISH HEALTH DISTRICT**

WHEREAS, to promote the public health in Snohomish County, Washington, the Board of County Commissioners of Snohomish County, Washington, established a Health District on January 1, 1959, embracing all of the territory within Snohomish County, Washington, and all cities and towns therein; and

WHEREAS, in 1966 the Snohomish Health District became the first local health jurisdiction in the state to organize a city-county cooperative health program with cities indicating a willingness to participate financially in support of Health District programs; and

WHEREAS, on January 1, 1967, eleven of 18 cities and towns agreed to voluntarily contribute \$0.50 per capita to the Health District in return for public health services; and

WHEREAS, per capita contributions from towns and cities continued and in 1986, with such contributions ranging from \$1.60 to \$2.70 per capita until the early 1990s; and

WHEREAS, in 1993, counties assumed exclusive financial responsibility for public health relying on Motor Vehicle Excise Tax (MVET) revenues; and

WHEREAS, in 2000, the Washington State Legislature repealed MVET and backfilled only 90% of lost public health funds; and

WHEREAS, state funding for local public health has decreased 65.7% from a peak of \$27.29 per capita in 2000 to \$9.36 per capita in 2014; and

WHEREAS, the Health District has experienced a 22% decrease from its 2005 funding level while the county population has increased by 14 percent in the same 10-year period; and

WHEREAS, since the "peak" of 2008, the Health District has reduced its staffing by 37 percent (85 FTE) due to static or declining revenues in the face of increased costs; and

WHEREAS, the Health District ranks 34th out of 35 local health jurisdictions in the state for public health expenditures per resident; and

WHEREAS, the Health District's ability to perform its most essential functions have been severely compromised since the great recession; and

WHEREAS, the Health District serves an essential public safety function whether ensuring safe food, schools, and septic systems, responding to disasters, or preventing and responding to disease outbreaks; and

WHEREAS, threats to the public's health in the form of foodborne illness such as E.coli and salmonella, communicable diseases such as pertussis, tuberculosis, measles, Zika, and Ebola and natural disasters such as the Oso/SR530 mud slide respect no municipal boundaries; and

WHEREAS, public health is a shared responsibility and regional public health threats require regional responses and close partnerships with every city and town in Snohomish County; and

WHEREAS, consistent with RCW 70.05, the Snohomish County Council is responsible for establishing the Snohomish Health District Board of Health, with jurisdiction coextensive with the boundaries of the county, to supervise all matters pertaining to the preservation of life and health of the people within its jurisdiction; and

WHEREAS, an effective, regional public health response to the threats to public health in Snohomish County requires the cooperation, participation and support of Snohomish County and all of the cities and towns in Snohomish County; and

WHEREAS, Snohomish County and the cities and towns therein seek to improve and sustain healthy years of life of their residents by engaging in an enhanced partnership with the Health District. This partnership will provide stable funding for public health priorities that would be established to meet the unique needs of each community.

NOW, THEREFORE, BE IT RESOLVED, the City Council of _____ hereby states its intent to contribute \$2.00 per capita* to the Snohomish Health District, commencing January 1, 2017, conditioned on the execution of a mutually agreeable written agreement that sets forth the terms and conditions of such contribution.

Approved, this xx day of October 2016.

APPROVED AS TO FORM AND LEGALITY:

APPROVED:

ATTEST:

**As of the April 1, 2016, Washington State Office of Financial Management (OFM) Population estimate*



What's Happening in Woodway

Immunization Rates for K-12 Students

| | Edmonds School District | Snohomish County | Washington State |
|---------------------------------------|-------------------------|------------------|------------------|
| Students Enrolled | 21,492 | 109,964 | 1,120,417 |
| Students completing all immunizations | 89.9% | 89.5% | 89% |
| Students with any kind of exemption | 5.4% | 5.7% | 5% |

There are 33 schools (K-12) in the Edmonds School District. Their rates for students complete with all immunizations are higher than those for both Snohomish County and WA State. Their exemption rate is lower than those for the county (Snohomish) and state.

Data obtained from:

<http://www.doh.wa.gov/DataandStatisticalReports/HealthBehaviors/Immunization/SchoolReports/DataTables>

There are 2 VCF (Vaccines for Children) for the Woodway zip code (98020). Although Woodway may have limited clinics in their zip code, their residents are close to 10 or more clinics who provide VFC vaccines. Health District's Vaccine Preventable Disease program staff are required to conduct VFC site visits to ½ of our total 86 VFC clinics; monthly vaccine quality assurance review; vaccine excursion facilitation and clinical guidance and education for all 86 sites.

Last year, 3 major wind storms affected Snohomish County, causing wide-spread power outages. The Health District's staff were able to conduct 18-36 clinic site visits per storm in August and November of 2015 and February 2016. Staff contacted all manufacturers of vaccines that were out of range during the storm to determine viability or waste. Thus assuring residents in all listed counties receive vaccines that are effective, regardless of weather related incidents.

Child Care Information

No data connected to a Woodway address.

Communicable Disease Surveillance & Response

Acute Cases by Zip Code in 2015

| | 98020 |
|---|-----------|
| Campylobacteriosis | 6 |
| Giardiasis | 3 |
| Hepatitis A acute | 0 |
| Hepatitis C acute | 0 |
| Influenza | 0 |
| Pertussis | 3 |
| Salmonellosis | 1 |
| Shiga toxin-producing Escherichia coli (STEC) | 1 |
| Shigellosis | 1 |
| Suspected Rabies Exposure | 1 |
| Vibriosis (non-cholera) | 1 |
| Grand Total | 17 |

2015 STD Cases by Zip Code

| | 98020 |
|--------------------|-----------|
| Chlamydia | 34 |
| Gonorrhea | 6 |
| Herpes Simplex | 4 |
| Syphilis | 2 |
| Grand Total | 46 |

2015 Chronic Hepatitis Cases by Zip Code

| | 98020 |
|-----------------------|-----------|
| Hepatitis B - Chronic | 5 |
| Hepatitis C - Chronic | 18 |
| Grand Total | 23 |

Food Safety

Databases yield separate results for searches “Woodway” and “98020” zip code:

| | “Woodway” | 98020 |
|---|-----------|-------|
| Food Service Permits (Includes restaurants, grocery stores, espresso stands, caterers and mobile food vehicles) | 0 | 109 |
| School/Camp Kitchen Permits | 0 | 8 |
| Food Service Inspections 2015 – May 2016 (Includes routines and reinspections for general food establishments and school kitchens) | 0 | 101 |
| Temporary Food Booth Applications | 1 | |

Environmental Health

Databases yield separate results for searches “Brier” and “98036” zip code:

| | “Woodway” | 98020 |
|--|-----------|-------|
| School Safety Facility Inspections: completed every 2 school years. <ul style="list-style-type: none"> ○ 2014 – 3 inspections ○ 2015 - 2 inspections January – May 2016 - 4 inspections | 0 | 9 |
| Complaints (food, pools, septic and solid waste) | 0 | 5 |
| Pool Permits | 0 | 19 |
| Pool Inspections 2015 | 0 | 18 |

- Septic Applications Received (new, redesigns, repairs, alterations)*
 - 2015 – 3 applications
 - January – June 2016 – 1 application
- Building construction clearance site plan reviews (septic) (received from the County)*
 - 3 clearances total

*Database by city name only

| | Woodway | Snohomish County |
|---|----------------|-------------------------|
| Zip codes | 98020 | |
| Teen birth rate, ages 15-19, per 1,000 population (2015) | 0 | 14.6 |
| Women who smoke while pregnant (%) (2015) | 2.3% | 7.8% |
| Initiate prenatal care in first trimester (%) (2015) | 87.5% | 79.6% |
| All-cause hospitalization rate per 100,000 (age-adjusted) population (2014) | 7,810.2 | 8,777.81 |
| Injury-related hospitalization rate per 100,000 population (2014) | 456.1 | 630.48 |
| Infant mortality rate per 1,000 live births (2015) | 0 | 3.6 |
| Life expectancy at birth (years) (2015) | 73.7 | 80.3 |
| Mortality rate per 100,000 population (age-adjusted) (2015) | 526.4 | 690.6 |
| Suicide rate per 100,000 population (age-adjusted) (2015) | 19.1 | 42.98 |
| Years of potential life lost relative to age 65 per 100,000 population (2015) | 2,381 | 3,259 |
| # of opioid OD deaths (2015) (interpret with caution) | 2 | 88 |

Sources

Final 2015 Death Statistical File, Center for Health Statistics, Washington State Department of Health. Washington State Department of Health, Center for Health Statistics (CHS), Birth Certificate Data, 1990–2015 August 2016.

Washington State Department of Health, Center for Health Statistics, Death Certificate Data, 1990–2015, August 2016.

WA Hospital Discharge Data, Comprehensive Hospitalization Abstract Reporting System (CHARS) 1987-2014. Washington State Department of Health, Center for Health Statistics. June 2015.

MEMO

TO: MAYOR CARLA NICHOLS, TOWN COUNCIL
FROM: HEIDI K. S. NAPOLITINO, CLERK-TREASURER
SUBJECT: WOODWAY'S WEBSITE
DATE: NOVEMBER 10, 2016
CC: ERIC FAISON, TOWN ADMINISTRATOR

Greetings, Mayor and Council. I would like to share some information about Woodway's website with you and request funding for a new website. Woodway's website has several problems:

1. The website can only be updated using obsolete software that runs on an obsolete computer (our IT consultant is surprised that the computer is still operational).
2. We currently host our own website on our server located at Town Hall. If there is no power at Town Hall, our website does not work.
3. The website content is good, but I have gotten feedback from residents and contractors over the years that it is not arranged in an intuitive, easy-to-find way. Also, our website is not mobile device friendly.
4. Our website is not ADA compliant and does not include any archiving features (needed to comply with the Public Records Act).

What can we do about it? So glad you asked! I have researched websites, design companies, archiving companies, and talked to staff at a number of municipalities. There are no state requirements for a formal bid process for services, but I have requested proposals from several companies to ensure that we're making the best use of our resources. The companies have agreed to send me their proposals before the meeting on the 16th, so I will give you a brief synopsis and a recommendation that evening.

INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE TOWN OF WOODWAY

This INTERLOCAL AGREEMENT FOR MUNICIPAL ROAD AND STREET SERVICES WITHIN THE TOWN OF WOODWAY (this "Agreement"), is made and entered into this ____ day of _____, 2016, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County"), and the TOWN OF WOODWAY, a Washington municipal corporation (the "City") pursuant to Chapter 39.34 RCW.

RECITALS

A. Pursuant to the Aid Agreement for Minor Street Projects for Municipal Services (hereinafter "the Original Agreement") dated November 24, 1999, the County has historically performed street and road services for the City.

B. The County and the City agree that it is mutually beneficial for the County and the City to continue working together cooperatively. Pursuant to this Agreement, Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207, the City wishes to continue to receive street and road services, and the County is agreeable to continue providing the same.

C. The Original Agreement as amended is terminable at will. It is the intention of the parties that the duties and obligations of this Agreement substitute for and supersede the duties and obligations of the Original Agreement as set forth in Section 17.1 below.

D. In exchange for the road and street services described in Section 4 below, the City shall reimburse the County its actual costs incurred in performing the same, including time, labor, equipment, materials, and administrative overhead, all as more fully described in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the City agree as follows:

1. Purpose of Agreement.

This Agreement is authorized by and entered into pursuant to Chapter 39.34 RCW, RCW 35.77.020 through .040 and RCW 36.75.207. The purpose and intent of this Agreement is for the County and the City to work together efficiently and effectively to design and construct small capital projects on City streets and bridges and to maintain City streets and bridges.

2. Effective Date and Duration.

This Agreement shall not take effect unless and until it has been duly executed by both parties and either filed with the County Auditor or posted on the County's Interlocal Agreements website. This Agreement shall remain in effect through December 31, 2018, unless earlier terminated pursuant to the provisions of Section 14 below, PROVIDED HOWEVER, that the term of this Agreement may be extended or renewed for up to two (2) additional three (3) year terms by written notice from the County to the City, PROVIDED FURTHER that each party's obligations after December 31, 2016, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.

3. Administrators.

Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County's Initial Administrator:

Owen Carter, County Engineer
Snohomish County DPW
3000 Rockefeller Avenue M/S 607
Everett, Washington 98201

City's Initial Administrator:

Terrance Bryant, PW Director
Town of Woodway
23920 113th Pl W
Woodway, WA 98020

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party

4. Scope of Services.

The scope of the road and street services (the "Services") includes but shall not be limited to the following:

- a. Construction of small capital projects on City streets and bridges, not subject to mandatory competitive bidding, as determined by the City, and which do not exceed \$10,000 for a single project or activity as established by state law.
- b. Maintenance services on City streets and bridges (including, but not limited to the list of municipal road and street services contained in Appendix A and B), to maintain the facility, as nearly as practical in its original as constructed condition or its subsequently improved condition, and the operation of roadway facilities and services to provide satisfactory and safe motor vehicle transportation.

- c. Engineering and administrative services including clerical services, necessary for the planning, establishment, construction, and maintenance of the streets and bridges of the City.

5. Process for Delivery of Services.

5.1 Submission of Work Orders. If the City desires that the County perform any of the Services, it shall submit to the County Administrator or his or her agent a Work Order in substantial form to that attached hereto in Appendix C. The City shall complete a Work Order in which it shall describe in detail the Services to be performed and shall state the desired completion date. The County may in its sole discretion require additional information from the City, including but not limited to, a road plan and profile or sketches. The City shall not submit any Work Orders for which the City's cost for design, right-of-way acquisition, construction, or maintenance are reimbursable with Federal funds or Federal grants.

5.1.1 Work Orders for Winter Maintenance. At the City's option, the City may submit an annual Work Order for winter maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires winter maintenance services to be performed by the County. Unless otherwise notified by the City, the County will conduct winter maintenance operations on the City's roads and streets identified in the plan any time the County has mobilized winter operations in the general area. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to snow and ice events.

5.1.2 Work Orders for Ongoing Maintenance. At the City's option, the City may submit an annual Work Order for ongoing maintenance operations. Any such annual Work Order shall include a plan identifying the routes on which the City desires ongoing maintenance and describe in detail the maintenance operations requested. Unless otherwise notified by the City, the County will conduct ongoing maintenance operations on the City's roads and streets identified in the plan. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's performance of ongoing maintenance operations.

5.1.3 Work Orders for Emergency Response Services. At the City's option, the City may submit an annual Work Order for emergency response services. Any such annual Work Order shall include a plan identifying triggering emergency events and the routes on which the City desires emergency response services as well as describe in detail the emergency operations requested. Unless otherwise notified by the City, the County will conduct emergency response operations on the City's roads and streets identified in the plan upon the occurrence of an emergency event. Provided an annual Work Order request has been submitted by the City and accepted by the County, individual Work Order requests will not be required to initiate the County's response to an emergency event.

5.2 Response to Work Orders. Upon receipt of a Work Order, the County shall review the Services requested therein. The County, in its sole discretion, may agree to accept or reject the Work Order. Should the County reject the Work Order, it shall make a notation to that effect on the Work Order and return it to the City. Should the County accept the Work Order, it shall (1) make a notation to that effect on the Work Order, and (2) prepare an Estimate of the time and costs for the requested Services as well as the time and cost of preparing said Estimate, which it will attach to the Work Order. The Estimate is non-binding and does not constitute a bid or contract maximum, and the City shall remain liable for the entire actual cost as described in Section 8 below. Once the Estimate has been attached to the Work Order, the County shall return the Work Order and Estimate to the City.

5.3 Notice to Proceed. Upon receipt of a responsive Work Order and Estimate from the County accepting the City's request for Services, the City may issue a written Notice to Proceed authorizing the County to perform the requested Services. The issuance of a Notice to Proceed shall constitute a representation by the City that (1) it finds the County's Estimate acceptable, and (2) sufficient funds are appropriated to cover the cost of the Services.

5.4 Performance by the County. Upon issuance of a Notice to Proceed, the Administrators or their designated agents shall finalize working procedures associated with the delivery of the Services. The County shall furnish and supply all necessary labor, supervision, machinery, equipment, material and supplies other than those required to be furnished by the City, PROVIDED HOWEVER that the County's performance shall be subject to availability of personnel, equipment, and materials necessary to perform the Services without unduly disrupting the normal operations and functions of the County. The County shall notify the City of any hardship or other inability to perform under this Agreement, including postponement of Services due to County workload constraints.

5.5 Changes by the City to Work Orders. The City may make changes to the requested Services by submitting a new Work Order outlining in detail the desired changes to the Services. The County may, in its sole discretion, accept or reject the new Work Order, PROVIDED HOWEVER that the County's acceptance is not required where the City is terminating work pursuant to Section 14.2 below. The City shall be liable for all increases in cost, if any, which may be incurred by changes to the Services, including but not limited to clean-up and striping costs and any non-cancelable costs.

5.6 Changes by the County to Work Orders. After issuance of a Notice to Proceed, the County shall provide the City with written notification of any changes to the Work Order required by the County when such changes will substantially alter the nature of the Services or the Estimate. The County shall obtain the City's written approval to any such changes before implementing them.

5.7 Authority of Administrators. By entering into this Agreement and upon it becoming effective as described in Section 2 above, both parties authorize their

respective Administrators to accept, deny, and negotiate the Work Orders described in this Section 4, including any associated increase, decrease, or other change to the costs of the Services.

6. Services Provided by County.

6.1 Lead Agency. The County shall serve as the lead agency for the Services.

6.2 Services. The County shall perform for the City the Services, as that term is defined in Section 4 above. The County shall solely determine the schedule for the Services. The County will provide the City with a full and complete copy of any construction design plans. The County shall segregate the costs of the Services from other work the County may be performing.

6.3 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the City. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the City. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The City shall only have the right to ensure performance.

7. Cooperation by City.

7.1 Covenant to Cooperate. The City covenants to the County that it shall cooperate with the County in completing the Services. The City shall make its personnel, including but not limited to its Police and Public Works Department staff, available to the County at reasonable times and upon reasonable advance notice, for purposes of facilitating the County's performance of the Services, including but not limited to any safety planning meeting the County schedules for purposes of discussing traffic control issues. Upon request by the County Administrator or his or her agent and before any work is commenced, the City shall order the temporary closing to traffic of all roads and streets, or portions thereof, as deemed necessary by the County, in its sole discretion, to perform the Services.

7.2 Grant of Access. The City certifies to the County that the City owns the real property or right-of-ways upon which the Services shall be rendered and additional real property or right-of-ways are not needed to complete the Services. The City further grants to the County, for the purpose of performing Services pursuant to this Agreement, permission and right-of-entry on, over, under, above and through real property owned by the City and those City rights-of-way and WSDOT rights-of-way that the City is responsible for maintaining that are necessary or convenient for the County to access in performing the Services.

7.3 Coordination with WSDOT and Utilities. Should, in providing the Services, it become necessary or convenient for the County to enter in, on, over, under or

above a right-of-way owned by WSDOT or any utility or impact any equipment owned by WSDOT or any utility, the County shall notify the City, and the City shall cooperate in the County's efforts to coordinate with WSDOT and/or the utility to obtain any required approvals and/or permits authorizing such activity.

7.4 Permitting. At least thirty (30) days prior to the delivery of any requested Services, the City shall obtain and provide to the County copies of all permits necessary for the Services.

7.5 City's Powers. Nothing contained herein shall be construed as in any way divesting the City of any of its powers with respect to the supervision, management, and control of roads and streets within its boundaries.

8. Payment by City.

8.1 Actual Costs. The County shall be reimbursed in full by the City for the actual costs of the Services provided by the County on a time and materials basis plus an administrative overhead charge as described in Section 8.2 below. The County agrees that only those costs directly allocable to the Services under generally accepted accounting procedures will be charged to the City. In computing the cost of the use of machinery and equipment, the County shall charge the City for the full cost to the County of rental machinery and equipment and any operator furnished therewith and/or the County equipment rental rate on County-owned machinery and equipment.

8.2 Administrative Overhead. For the purpose of fixing the compensation to be paid by the City to the County for the Services, it is agreed that there shall be included in each billing, to cover administrative costs, an amount not to exceed the County administrative rate. This rate is currently set at 15% of the total labor cost to the County for those County employees performing Services for the City under this Agreement. Charges for administrative costs are in addition to charges for materials and equipment.

8.3 Invoicing and Payment. The County shall invoice the City or its designee for all Services performed by the County. The City shall remain liable for complete and timely payment of all amounts invoiced. Invoices may be sent monthly, quarterly or on any other schedule that is mutually convenient to the parties. The County shall include in each invoice, documentation of all costs for labor, materials and equipment included in the invoice. Unless the City delivers written notice to the County disputing the amount of a particular invoice, the City shall make payment on all invoices submitted by the County within thirty (30) days of the invoice date. Amounts not paid within 30 days of the invoice date shall thereafter accrue interest at a rate of twelve percent per annum or one percent per month.

8.4 Records. The County shall maintain accurate time and accounting records related to the Services for a period of three (3) years following final payment.

9. Indemnification/Hold Harmless.

Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees and agents while acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or awards of damages, of whatsoever kind arising out of, or in connection with, or incident to the services associated with this Agreement caused by or resulting from each party's own negligent acts or omissions. Each party agrees that it is fully responsible for the acts and omissions of its own subcontractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. Each party agrees that its obligations under this provision extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

The provisions of this Section 9 shall survive the expiration or earlier termination of this Agreement.

10. Liability Related to City Ordinances, Policies, Rules and Regulations.

In executing this Agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

11. Insurance.

Each party shall maintain its own insurance and/or self-insurance for its obligations from damage to property and/or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self insurance shall not limit the liability of the indemnifying party to the indemnified party(s). Each Party shall provide the other with a certificate of insurance or letter of self-insurance annually as the case may be.

Each party shall provide or purchase workers' compensation insurance coverage to meet the Washington State Industrial Insurance regulations and cause any

subcontractors working on behalf of said party to also carry such insurance prior to performing work under the Agreement.

12. Compliance with Laws.

In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

13. Default and Remedies.

13.1 Default. If either the County or the City fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default (“Default”) under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said thirty (30) day period, then the non-performing party shall not be in Default if it commences cure within said thirty (30) day period and thereafter diligently pursues cure to completion.

13.2 Remedies. In the event of a party’s Default under this Agreement, then after giving notice and an opportunity to cure pursuant to Section 13.1 above, the non-Defaulting party shall have the right to exercise any or all rights and remedies available to it in law or equity.

14. Early Termination.

14.1 30 Days’ Notice. Except as provided in Section 14.2 below, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by either party immediately by delivering written notice to the other party. The termination notice shall specify the date on which the Agreement shall terminate.

14.3 Calculation of Costs Due Upon Early Termination. Upon early termination of this Agreement as provided in this Section 14, the City shall pay the County for all Services performed up to the date of termination, as well as the costs of any and all non-cancelable obligations. The County shall notify the City within thirty (30) days of the date of termination of all remaining costs including non-cancelable costs. Termination costs charged to the City shall not exceed the actual costs incurred as a result of early termination. No payment shall be made by the City for any expense incurred or

Services performed following the effective date of termination unless authorized in writing by the City.

15. Dispute Resolution.

In the event differences between the parties should arise over the terms and conditions or the performance of this Agreement, the parties shall use their best efforts to resolve those differences on an informal basis. If those differences cannot be resolved informally, the matter shall be referred for mediation to a mediator mutually selected by the parties. If mediation is not successful, either of the parties may institute legal action for specific performance of this Agreement or for damages. The prevailing party in any legal action shall be entitled to a reasonable attorneys' fee and court costs.

16. Notices.

All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

17. Miscellaneous.

17.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein, including but not limited to the Original Agreement PROVIDED HOWEVER, that the parties' duties and obligations under the Original Agreement regarding insurance and indemnification shall survive as to any claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorneys' fees in defense thereof, known or unknown, for injury, sickness, disability or death to persons or damage to property or business, arising prior to the Effective Date of this Agreement. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

17.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

17.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

17.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

17.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

17.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

17.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

17.9 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

17.10 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

17.11 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in

connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

17.12 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the City and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

17.13 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

CITY:

Town of Woodway, a Washington municipal corporation

By _____
Name:
Title:

By _____
Name:
Title:

Approved as to Form:


Deputy Prosecuting Attorney

Approved as to Form:

City Attorney

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APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division

| |
|--|
| Work Operations (Estimates provided on a per project basis) |
| Drainage: |
| <ul style="list-style-type: none"> • Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure. |
| <ul style="list-style-type: none"> • Catch Basin Mechanical Cleaning: Mechanically remove sediment and debris from the catch basin using a vactor or eductor truck using vacuum hose and water jet as necessary to ensure drainage system remains free of material and flows are not restricted. |
| <ul style="list-style-type: none"> • Culvert Cleaning, and Inspection, Manual: Inspecting and manually cleaning culvert inlets and outlets. |
| <ul style="list-style-type: none"> • Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions. |
| <ul style="list-style-type: none"> • Detention/Retention Basin Maintenance: Remove accumulated sediment, vegetation and debris from detention/retention basins to maintain design capacity to allow for proper function of the structure. Removal may be by manual or mechanical means and may include cleaning inlet and outlet grates/pipes. |
| <ul style="list-style-type: none"> • Ditch Maintenance: Cleaning or re-shaping a man-made, open, storm water conveyance system that was constructed to carry storm water onto, through, or away from the highway right-of-way (i.e., not a modified stream). This operation does not include the acquisition of any permitting if required. |
| <ul style="list-style-type: none"> • Underground Retention/Detention Facility Maintenance: Mechanically or manually clean and/or inspect underground detention/retention facilities on the right of way to maintain proper design capacity for the structure. This activity requires compliance with confined space regulations. |
| Pavement Maintenance and Repair: |
| <ul style="list-style-type: none"> • Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling. |
| <ul style="list-style-type: none"> • Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization. |

**APPENDIX A
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division**

| Work Operations (Estimates provided on a per project basis) |
|--|
| Drainage: |
| <ul style="list-style-type: none"> • Catch Basin Routine Maintenance: Manually clean catch basins to ensure drainage flow is not restricted. This includes removing debris from the inlet and/or cleaning the catch portion of the structure. |
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| <ul style="list-style-type: none"> • Culvert Cleaning, Mechanical: Use mechanical equipment for cleaning the culvert such as vactor, flusher or a backhoe to clean inlets and outfalls to remove obstructions. |
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| Pavement Maintenance and Repair: |
| <ul style="list-style-type: none"> • Crack and Joint Sealing: Repair defects in pavement surface by installing crack filling material to prevent water from entering the sub-grade. Cracks are cleaned and routed prior to filling. |
| <ul style="list-style-type: none"> • Install Lane Markers/Raised Pavement Markers: Install lane markers to replace worn markers or to facilitate design changes in the channelization. |

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| <ul style="list-style-type: none"> • Installation, Maintenance and Repair of Guardrail: Maintain and repair guardrail; adjust cable tension; repair damage caused by collisions; upgrade terminal end sections; adjust height and alignment; Install new guardrail to design specifications. |
| <ul style="list-style-type: none"> • Manual Pavement Patching: To repair the road surface by hand spreading asphalt mix (typically hot mix), raking to establish proper grade and compacting with a roller or other available means. Repair potholes, edge failures, dips, etc. |
| <ul style="list-style-type: none"> • Pavement Markings -Thermo-plastic/Durable: Apply durable channelization material (typically thermo-plastic) to the roadway to delineate the lane limits. |
| <ul style="list-style-type: none"> • Pavement Markings - Paint: Applying channelization to the roadway surface to delineate lane limits, such as edge lines (including gore lines), skip lines, no pass lines, centerlines, etc. |
| <ul style="list-style-type: none"> • Sweeping & Cleaning Pavement with Mechanical Pickup Broom: Use mechanical pickup sweeper to remove sand, dirt and accumulated debris from the roadway and shoulders. Special consideration: An advance person may be needed to pick up large debris prior to the sweeping operation. Additional trucks may be needed to haul the sweeper spoils to an approved waste site. 'No Parking' signs may be needed in advance. |
| <ul style="list-style-type: none"> • Traffic Sign Repair, Replacement, Maintenance and Installation: Repair, replace, maintain; or install new traffic signs to ensure that operational safety is maintained on the roadway system. |
| <p>Shoulder Maintenance:</p> |
| <ul style="list-style-type: none"> • Grade / Reshape Shoulders: Use motor grader to pull aggregate from shoulder slope back towards the roadway to eliminate the vertical edge at the edge of pavement. |
| <ul style="list-style-type: none"> • Shoulder Buildup Removal: Use a motor grader and belt loader to remove buildup of sand, dirt and vegetation at the edge of shoulder to allow for proper drainage. |
| <p>Snow & Ice:</p> |
| <ul style="list-style-type: none"> • Anti-Icing and De-icing Application, Liquids: Apply anti-icing liquid to the roadway to reduce the probability of ice forming on the roadway. Apply de-icing liquids to the roadway to aid in ice removal. |
| <ul style="list-style-type: none"> • Plowing/Sanding/Solid Deicer Application: Remove accumulated snow and slush from the roadway and shoulder of the roadway with a truck-mounted snowplow. Apply sand or other abrasives to roadways to improve traction during freezing weather and snowstorm conditions. This may include sand applied with pre-wet salt systems or blended with salt in solid form. |
| <p>Vegetation:</p> |
| <ul style="list-style-type: none"> • Control Vegetation Obstructions - Manual: Remove vegetation obstructions by manual methods, i.e. shovels, weed eaters, cutters or pulling weeds, to ensure visibility of signing and intersections. |
| <ul style="list-style-type: none"> • Cutting/Pruning/Selective Thinning: Use hand tools to cut, trim or thin small amounts of plants in or around planting beds. |

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| <ul style="list-style-type: none"> • Noxious and Nuisance Weed Control - Spot Spray Non-power Equipment: Use hand sprayer to control noxious weeds, as identified on the state or county noxious weed list, with approved herbicides applied at the recommended application rate. Also manually spray nuisance weeds. An herbicide application record is required for the treated area. |
| <ul style="list-style-type: none"> • Nuisance Vegetation Control - Manual: Use of manual means, i.e., hand operated trimmers, mowers, lopping shears, hand sprayer, saws, axes, to control undesirable vegetation obstructing line of sight or clear zone i.e., alders, blackberries and certain species of grasses. |
| <ul style="list-style-type: none"> • Nuisance Vegetation Control - Mechanical: Use power-operated equipment, i.e., mowers and brush cutters, to control undesirable vegetation i.e., alders, and blackberries, etc. |
| <ul style="list-style-type: none"> • Tree Trimming/Tree Canopy Maintenance: Use boom truck/bucket truck, saws and chippers to trim trees and canopied/encroaching shrubs to maintain clear zones, sight distance, pedestrian access, etc. |
| <ul style="list-style-type: none"> • Roadside Mowing: Mow with mechanical mower to control grass height and trim undesirable vegetation. |

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| <p>Other services provided:</p> |
| <ul style="list-style-type: none"> • Call-out Response for urgent or emergency situations • Catch Basin/ Manhole Repair or Replacement • Chip Seals; Project or Patching • Culvert Repair or Replacement • Guidepost and Delineator Replacement • Hauling and Disposal of Waste Material • Hydro Seeding and Mulching • Instructor, Equipment Training and Other Training Courses • Maintenance and Repair of Concrete Structures • Mechanical Pavement Patching, Paverbox • Noxious Weed Control - Mechanical • Noxious Weed Control - Manual • Pavement Milling/Full Depth Repair (small, localized areas) • Pavement Patching with Subgrade Repair • Rip Rap and Cribbing Repair • Seeding, Mulching, and Planting including native species. • Shoulder Washout Repair • Slope Repair, Slide Clean up & Maintenance • Traffic Control for Mobile Operations • Traffic Control for Stationary Operations • Vector Waste Recycling/Disposal |

APPENDIX B
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County – Bridge Operations

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| Work Operations (Estimates provided on a per project basis) |
| Bridge Inspection: |
| <ul style="list-style-type: none">• Bridge Inspection Services: Routine and special bridge inspections, completion of bridge inspection reports (including photos and descriptions of the inspection), and entry of bridge inspection data into the Washington State Bridge Inventory System. The County’s performance of inspections and reports shall be consistent with the National Bridge Inspection Standards as set forth in the current version of the Washington State Bridge Inspection Manual. |
| Other services provided: |
| |

**APPENDIX C
MUNICIPAL ROAD AND STREET SERVICES
Snohomish County - Road Maintenance Division**

Work Order Form



SNOHOMISH COUNTY PUBLIC WORKS DEPARTMENT
 ROAD MAINTENANCE DIVISION
 8915 Cathcart Way
 Snohomish, WA 98296
 425.388.7500
 Fax 425.388.7538

ROAD MAINTENANCE AID AGREEMENT WORK ORDER

Agency/Jurisdiction: _____

Submitted By: _____ **Date Submitted:** _____

Contact Info: _____ **Requested Completion Date:** _____

Authorized By: _____ **Position/Title:** _____

(Signature from Agency/Jurisdiction for approval to proceed per Estimated Cost Below)

Date Approved: _____

WORK TO BE PERFORMED (Description and/or Sketch) (Attach Additional Pages If Needed)

Once completed please email to: Contact.PWRoad@snoco.org

For Completion by Snohomish County Road Maintenance Division

Estimated Cost For Services: _____ Reimbursable Service Number: **RR** _____

Approved By:

RM Operations Manager: _____ Date: _____

RM Director: _____ Date: _____

Date of Completion: _____ By: _____

Teresa Pape
24120 Willowick Lane
Woodway, WA 98020
(206) 546-7909 / (206) 930-9731 cell
pape.teresa@gmail.com

COMMUNITY EXPERIENCE

Vice President of the Woodway Highlands Homeowners Association

- Work with the community on resolving issues and concerns. Assist in managing the Covenants, Conditions and Restrictions (CC&Rs) for the development while maintaining the operation budget.

New Member Coordinator for the Richmond Beach Running Club (RBRC)

- Collect, track and answer all new member inquiries. Inform the community about the club's vision and all of the RBRC's offerings. Lead "off season" runs along planned routes. Follow up with club leaders on member feedback. Helped produce anniversary video.

Coordinator for Celebrate Shoreline – Beach to Bluff Fun Run

- Recruited to be a part of the first and now annual, Beach to Bluff Fun Run at Richmond Beach Salt Water Park. My previous experience helped me coordinate many aspects of the event and easily bridged the challenge of working with city government. Planned and organized the course route. Developed a strategic plan that managed traffic issues, crowd control and other logistics that arise during a city-sponsored event at a local park and along a beach and waterfront.

WORK HISTORY

*July 2006 -
Present*

Screaming Flea Productions, SEATTLE, WA

Associate Producer / Post Production Coordinator, Various Series

- Responsible for pre-production planning and execution of episode elements. Develop timelines and basic story shot lists. Locate and arrange production staffing, and additional technical support.
- Meet and coordinate daily with Show-runner about the production schedule.
- Manage media including tracking drives and CF cards. Scheduling transcriptions and prep for writer.
- Create final scripts for episodes in post-production.
- Screen final cut of shows for missing bleeps, blurs and CG's.
- Prepare all paperwork (Deliverables) for each episode in production.
- Report music cues into the service provider "Soundmouse".
- File talent, location and appearance releases.

*March 2001 -
July 2006*

KING 5 Television, SEATTLE, WA

Production Associate, Evening Magazine

- Responsible for production planning and execution of important show elements. Worked with individuals representing various public and media relations organizations to secure shoot locations.
- Responsible for transportation logistics, security clearances, and production staffing.
- Led weekly planning meetings which defined upcoming projects, ensured client's commitments were being met, and problem solved new developments. Collaborated with the Sales Department to proactively determine which proposals from marketing partners added the most strategic value to the show.
- Wrote and produced continuing on-air segments for daily promotions and half hour specials.
- Acted as a Field Producer during live and on-location productions like "New Years at the Needle", "Family Fourth", and the "Macy's Holiday Parade".

April 2000 - **NorthWest Cable News, SEATTLE, WA**

March 2001 ***Desk Assistant, NorthWest Cable News (NWCN)***

- Primary liaison between NorthWest Cable News and KING 5. Attended all morning and afternoon planning and assignment meetings for both stations. Provided NWCN's News Director and staff with KING's daily strategy, including leads and reporter's assignments. Presented and updated KING with lead stories from across the Northwest.
- Supported the Assignment Desk. Worked with Producers during breaking news and developing stories. Booked guests for topical programs.
- Gathered and researched story ideas. Coordinated and scheduled reporter's customized camera tags. Fulfilled requests from Producers including B-roll from various sources, coordinated video feeds, scheduled phone interviews, wrote and updated story elements.

January 1999 - **KNTV Channel 2, RENO, NV**

March 2000 ***Production Assistant, KNTV Evening News***

- Staff member on the production team for all live evening newscasts and a taped community affairs program. Responsibilities included: audio board operation, graphics / fonts, studio cameras, teleprompter, and videotape machine operation.

May 1995 - **Mountain View Community Television, MOUNTAIN VIEW, CA**

December 1998 ***Director of Local Origination Programming***

- Managed, coordinated, and organized station volunteers. Provided community relations and outreach. Managed and scheduled studio time for staff, volunteers and members of the community. Managed scheduling and traffic for on-air programming. Maintained and updated playback logs. Maintained deadlines for new programming and content.
- Worked with non-profits to create public service announcements. Developed and updated an electronic community bulletin board.
- Produced two monthly community awareness shows, scheduled studio time and staff, researched topics, booked guests, made arrangements for food and set design.

EDUCATION

1991 - 1995 **SAN JOSE STATE UNIVERSITY, SAN JOSE, CA**

Bachelor of Arts Degree in Radio/TV/Film, Minor in Journalism

TOWN OF WOODWAY

RESOLUTION NO. 16-388

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODWAY,
WASHINGTON, PROVIDING FOR THE SURPLUSING AND SALE OF CERTAIN
PROPERTY AS HEREIN DESCRIBED.

WHEREAS, the Town of Woodway has identified certain property to be of little or no value to be sold as surplus; and

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

Section 1. Those certain items identified in Exhibit A are hereby declared surplus. The Clerk-Treasurer under the supervision of the Mayor may dispose of these items in a reasonable fashion.

Section 2. The items identified in Exhibit "A" attached hereto are to be sold or disposed of.

PASSED this 16th day of November, 2016 by the Town of Woodway Council .

TOWN OF WOODWAY

Carla A. Nichols, Mayor

ATTEST:

Heidi K. S. Napolitano, Clerk-Treasurer

TOWN OF WOODWAY
RESOLUTION NO. 16-388
EXHIBIT A

1. Printers:
 - a. Canon PC921
 - b. Dell 926
2. 2008 Ford Crown Victoria
3. Furniture
 - a. Table
 - b. Folding chairs