

**TOWN OF WOODWAY
COUNCIL MEETING AGENDA**

**MONDAY, AUGUST 21, 2023
6:00 P.M.**

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

- | | | |
|-----------|------|---|
| 6:00 P.M. | | Call to Order, Flag Salute, & Roll Call |
| 6:00 P.M. | I | Twin Maples Speed Humps Discussion |
| 6:35 P.M. | II | Contract with Stripe Rite for Road Striping Services |
| 6:40 P.M. | III | Fire Department Update – Fire Chief Matt Cowan |
| 7:00 P.M. | IV | Police Department Update – Police Chief Jason Valentine |
| 7:20 P.M. | | Public Comments* |
| 7:25 P.M. | V | Approval of Payments – <i>August 21, 2023 Claims</i> |
| 7:30 P.M. | VI | Approval of Minutes – <i>July 17, 2023; August 7, 2023</i> |
| 7:35 P.M. | VII | Council Reports |
| 7:40 P.M. | VIII | Mayor’s Report |
| 7:45 P.M. | IX | Town Administrator’s Report |
| 7:50 P.M. | X | Point Wells Public Discussion <ul style="list-style-type: none">• Draft Interlocal Agreement with City of Shoreline |
| 8:20 P.M. | | Public Comments* |
| 8:25 P.M. | | General Council Discussion – Choice of Subjects |
| 8:30 P.M. | | Adjournment |

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

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

TECHNICAL MEMORANDUM

DATE: August 15, 2023
TO: Town of Woodway
FROM: John Forba PE
SUBJECT: Twin Maples Speed Humps

Overview

The purpose of this memo is to discuss the use of traffic calming measures in the Twin Maples neighborhood located in the Town of Woodway. Property owners in Twin Maples have observed speeding and voiced concerns for neighborhood safety. The specific areas of concern are the intersection of 239th Pl SW and 110th Pl W. Neighboring streets are 111th Pl W and Timber Ln, the latter of which is a pass-through street.

The sections in this memo discuss the following regarding traffic calming and safety within the Twin Maples neighborhood:

- Type of traffic calming device to be used and placement
- Material and lifespan of proposed traffic calming device
- Stormwater concerns due to traffic calming device installation
- Required signage and spacing requirements (sign locations)

The summary section will include PACE's recommendation.

Figure 1 depicts the area of concern within the Twin Maples neighborhood.



Figure 1. Twin Maples Neighborhood Map

Types of Traffic Calming Devices and Placement

As the area of concern includes two low traffic residential streets of which neither are pass-through streets, the two options determined most appropriate are speed humps or speed cushions. Both options discourage drivers from speeding. Each option is described in more detail below.

Speed Humps:

Per Federal Highway Administration (FHWA) Module 3.10, a speed hump is an elongated mound in the roadway pavement surface extending across the travel way perpendicular to traffic flow. Speed humps are typically three inches in height (with applications as high as 4 inches) and span 12 feet longitudinally across the roadway pavement. The typical width for speed humps is two feet less than the roadway pavement width. In the Twin Maples development, the roadway width is approximately 22 feet, resulting

in a speed hump width of 20 feet. At typical travel speeds along a residential street or in a small commercial business district, a speed hump produces sufficient discomfort to a motorist driving above the speed hump design speed to discourage speeding; it encourages the motorist to travel at a slow speed both leading to and out of the speed hump as well as over the speed hump.¹

See Exhibit A for an example speed hump detail from the Engineering Design Manual (EDM) of City of Shoreline which is directly south of the Town of Woodway.

Speed humps have the following effects per the FHWA²:

- Vehicle speed: A single speed hump reduces vehicle speeds to the range of 15 to 20 mph when crossing the hump; speed reduction effects decline at the rate of approximately 0.5 to 1 mph every 100 feet beyond the 200-foot approach and exit of a speed hump; to retain slower vehicle speeds over longer distance, series of speed humps is needed.
- Emergency Vehicle Safety and Mobility: Typical delay for a fire truck is in the three to five second range; for an ambulance with a patient, delay can be as much as ten seconds.

Speed Cushions:

Per Federal Highway Administration (FHWA) Module 3.11, a speed cushion consists of two or more raised areas placed laterally across a roadway. The height and length of the raised areas are comparable to the dimensions of a speed hump. The primary difference is that a speed cushion has gaps (often referred to as "cutouts") between the raised areas to enable a vehicle with a wide track (e.g., a large emergency vehicle, some trucks, some buses) to pass though the feature without any vertical deflection. The cutouts in the speed cushions are positioned such that a passenger vehicle cannot pass it without traveling over a portion of the raised pavement. A speed cushion is often a preferred alternative to a speed hump on a primary emergency response route or on a transit route with frequent service.³

See Exhibit B for an example speed cushion detail from the Engineering Design Manual (EDM) of City of Shoreline.

Speed cushions have the following effects per the FHWA⁴:

- Single speed cushion reduces vehicle speeds to the range of 15 to 20 mph when crossing the cushion; speed reduction effects decline at the rate of approximately 0.5 to 1 mph every 100 feet beyond the 200-foot approach and exit of a speed cushion; to retain slower vehicle speeds over longer distance, a series of speed cushions needed. Average speeds are typically higher than for a speed hump because speed cushions allow a motorist to pass over the cushion with one wheel on the cushion and one wheel off.

¹ FHWA Module 3: Toolbox of Individual Traffic Calming Measures Part 2 (3.10 Speed Humps)

² FHWA Module 3: Toolbox of Individual Traffic Calming Measures Part 2 (3.10 Speed Humps: Effects and Issues)

³ FHWA Module 3: Toolbox of Individual Traffic Calming Measures Part 2 (3.11 Speed Cushions)

⁴ FHWA Module 3: Toolbox of Individual Traffic Calming Measures Part 2 (3.11 Speed Cushions: Effects and Issues)

- **Emergency Vehicle Safety and Mobility:** Speed reduction for emergency vehicles is minimal because the larger vehicles can straddle the cushions; if the emergency vehicle has the track width of a passenger car, there is delay.

There are no identified requirements for the minimum required clearance for speed humps or speed cushions from intersections; however, various sources recommend a minimum clearance of 100-500 feet. There is not adequate length between Timber Ln and 111th Pl W intersection to meet the minimum recommended clearance for speed hump installation; however, there is adequate space between 111th Pl W and 110th Pl W along 239th Pl SW to install a speed hump or speed cushion. There is also adequate spacing along 110th Pl W to install a device.

Given the close proximity of these streets and the curve generally contributing to lower speeds, it is justifiable to reduce those spacings further to reduce speeds through the turn.

Another obstacle in placement of traffic calming devices is the proximity of the residential driveways. Likely residents would be less agreeable to have a traffic device installed in the road directly in front of their driveways.

The location of traffic calming devices in Exhibit C shows a spacing of approximately 230 ft between devices. This spacing is within the standard recommended spacing, is outside existing driveways, and results in limited disturbance to existing on-street parking.

Materials and Lifespan

There are three materials commonly used for speed hump and cushion installations. The three materials are asphalt, rubber, and concrete. Of the three materials, rubber speed devices are the easiest to install, but also have the shortest lifespan. Additionally, it is recommended they be removed during the winter as they will be damaged by snowplows.

The following table shows the lifespan for each material.

Table 1. Materials Lifespan

Material	Approximate Lifespan (Years)
Rubber	4
Asphalt	20
Concrete	40

Stormwater Impacts

There is one difference between speed humps and speed cushions and their respective impact to stormwater within the street. A full roadway width speed hump impedes road surface runoff and can

result in ponding in front of the speed hump. Speed cushions, however, include paths for road runoff to flow through. Therefore, speed cushions are more appropriate if the target area experiences significant road runoff. The subject area receives road runoff, but recent and planned storm improvements are intended to alleviate stormwater concerns. Speed humps/cushions are not anticipated to adversely impact the stormwater concerns within the area.

Required Signage and Spacing

Per MUTCD standards Table 2C-4 Guidelines for Advance Placement of Warning Signs, the placement of warning signs for a deceleration from the posted speed of 25 mph to 20 mph is identified as not applicable. The minimum signage placement is 100 ft as shown in Table 2C-4. However, per the example City of Shoreline speed hump/cushion details, signs are required at a maximum distance of 25 feet from the traffic calming device. Signage is required to inform drivers of the traffic calming devices within the road. The 25-ft spacing is common for low volume residential roads and is appropriate for the Twin Maples neighborhood. If the spacing is found to be insufficient, then additional signage can be installed at the 100-ft spacing to provide more advance warning.

Recommendation

PACE does not advise installing any traffic control devices as they are not warranted based on speed data collected in the neighborhood by the Town's Public Works Department. Traffic standards require that at least 85% of vehicles are exceeding the posted speed limit in order for a traffic calming device to be warranted which has not been met based on the Town's data.

However, if the Town Council would like to proceed with the installation of a traffic calming device within the Twin Maples neighborhood, PACE recommends installing 12-ft long by 20-ft wide asphalt speed humps as shown in Exhibit C. As 239th Pl SW and 110th Pl W are not pass-through streets, the speed humps may be more appropriate to reduce traffic speeds to 20 mph in the area of concern within the Twin Maples development. Asphalt speed humps have a longer lifespan than rubber and are easier to install on asphalt streets than concrete.

Below is a lifespan cost comparison between the two common speed hump choices, asphalt, and rubber. The cost comparison is over the typical asphalt lifespan of 20 years. With an approximate lifespan of four years for rubber speed humps, the rubber speed humps would have to be replaced four times after the initial installation to reach the lifespan of one implementation of asphalt speed humps. This is reflected in the table below.

Table 2. Lifespan Costs

Speed Hump Material	Lifespan (years)	# of Replacement for 20-yr Lifespan	Cost per Installation (\$)	Cost Over 20 Years
Asphalt	20	0	\$15,000	\$15,000
Rubber	4	4	\$5,000	\$25,000

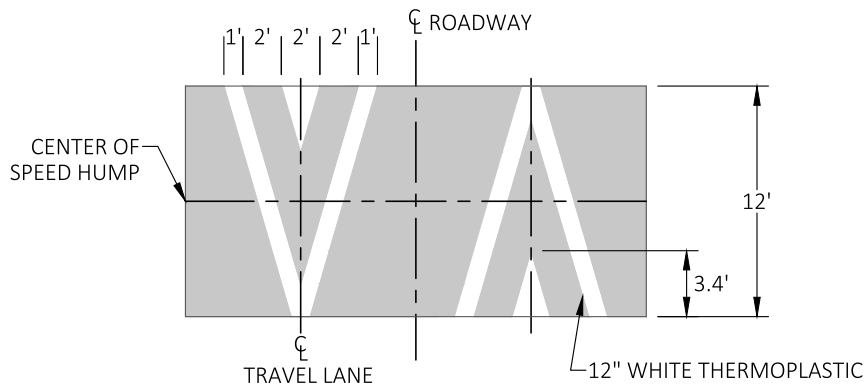
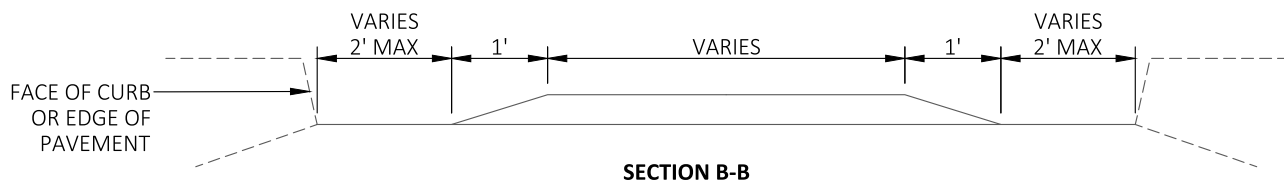
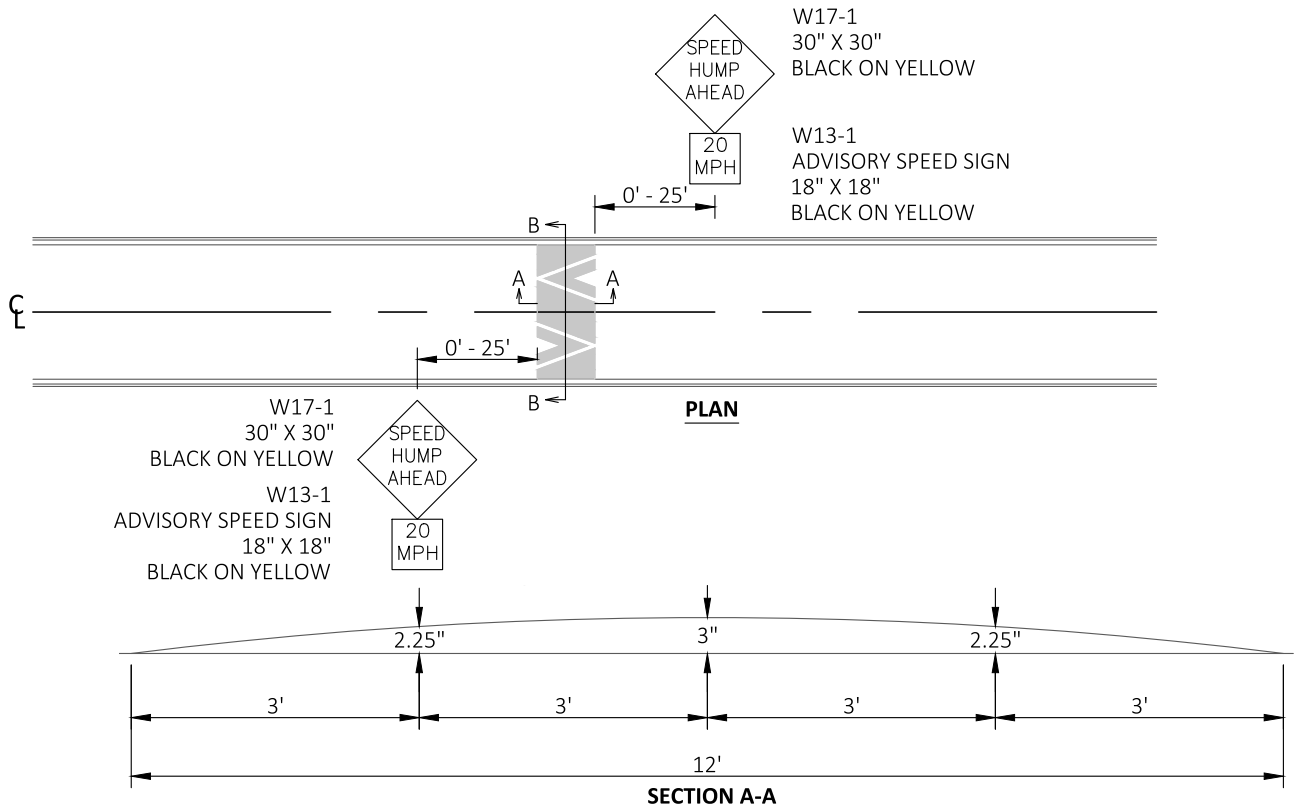
The estimate of \$5,000 per installation does not include installation cost for signage upon removal and replacement of rubber speed bumps. The dollar amount was estimated conservatively and includes inflation and possible changes in bidding climate. The installation of two speed humps and four total advisory signs cost approximately \$15,000.

Exhibit C shows the recommended speed hump and sign locations to reduce the speeds at the curve of 239th PI SW and 110th PI W. Some signs may be placed in areas currently used as on-street parking by residents; this is an unavoidable consequence given space and constraints within the neighborhood. Additionally, the speed bumps and signs have been placed to have the least adverse impact on parking for residents along the curve who have less road frontage and therefore on-street parking.

**Town of Woodway
Twin Maples Traffic Calming
Woodway, Washington**

Exhibit A
Speed Hump Detail Example
City of Shoreline 2023 Engineering Development Manual (EDM)

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NOTES:

1. SIGN & LEGEND LOCATION SHALL BE VERIFIED PRIOR TO INSTALLATION.
2. MARKINGS TO BE THERMOPLASTIC.
3. 2 FT TACK COAT AT PERIMETER OF SPEED HUMP.

PAVEMENT MARKINGS



PUBLICATION DATE: **03/01/2023**

REVISION DATE: **02/11/2020**

STANDARD DETAIL NUMBER: **213**

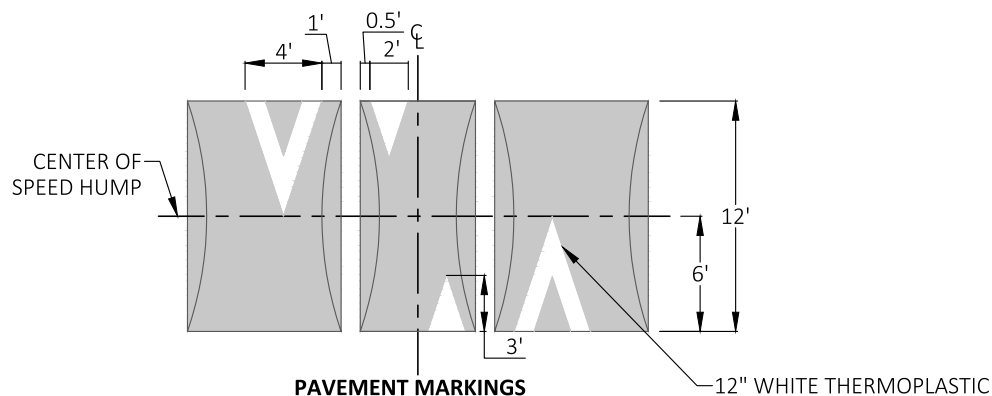
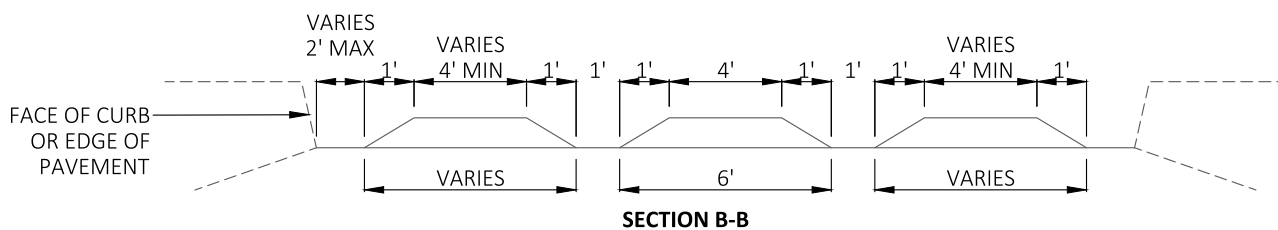
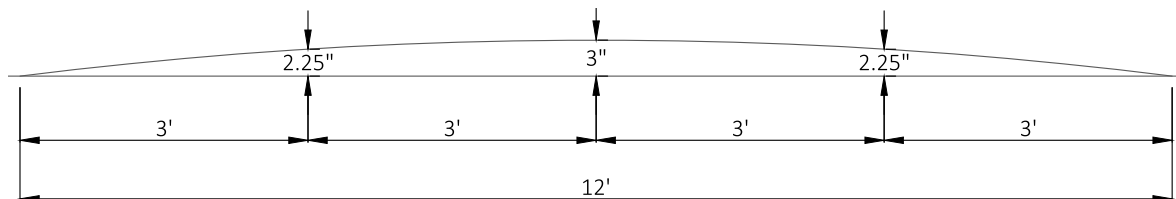
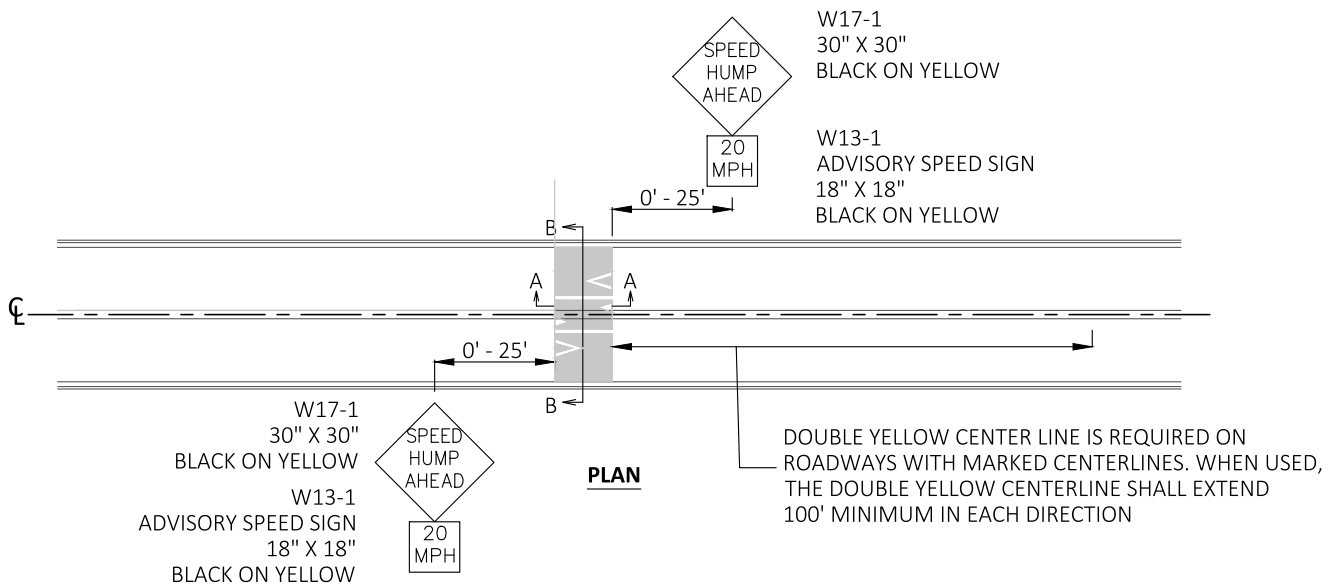
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SPEED HUMP DESIGN

**Town of Woodway
Twin Maples Traffic Calming
Woodway, Washington**

**Exhibit B
Speed Cushion Detail Example
City of Shoreline 2023 Engineering Development Manual (EDM)**

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NOTES:

1. SIGN & LEGEND LOCATION SHALL BE VERIFIED PRIOR TO INSTALLATION.
2. MARKINGS TO BE THERMOPLASTIC.
3. 2 FT TACK COAT AT PERIMETER OF EACH SPEED CUSHION.
4. CENTER SPEED CUSHION SHALL BE 6' IN WIDTH. EDGE SPEED CUSHIONS SHALL HAVE 6' MINIMUM WIDTH.



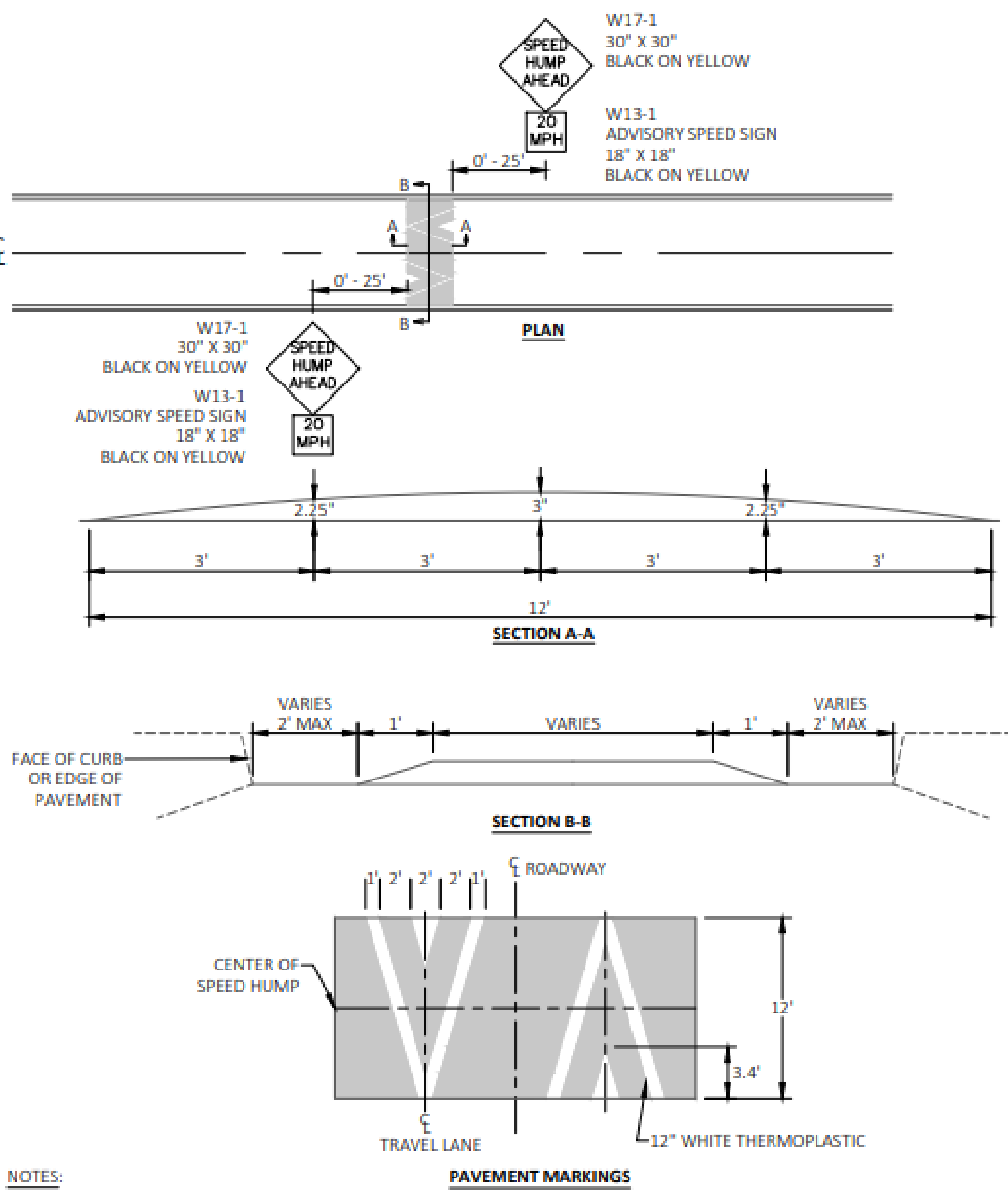
PUBLICATION DATE: 03/01/2023	REVISION DATE: 02/11/2020
STANDARD DETAIL NUMBER: 214	SCALE: NOT TO SCALE

SPEED CUSHION DESIGN

**Town of Woodway
Twin Maples Traffic Calming
Woodway, Washington**

**Exhibit C
Speed Hump Site Plan**

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- NOTES:**
- 1. SIGN & LEGEND LOCATION SHALL BE VERIFIED PRIOR TO INSTALLATION.
 - 2. MARKINGS TO BE THERMOPLASTIC.
 - 3. 2 FT TACK COAT AT PERIMETER OF SPEED HUMP.

DESIGNED						
DRAWN						
CHECKED						
	SYM		REVISION	DATE	BY	APP'D



11255 Kirkland Way, Suite 300
Kirkland, WA 98033
p. 425.827.2014 | f. 425.827.5043
Civil | Structural | Planning | Survey
www.paceengr.com

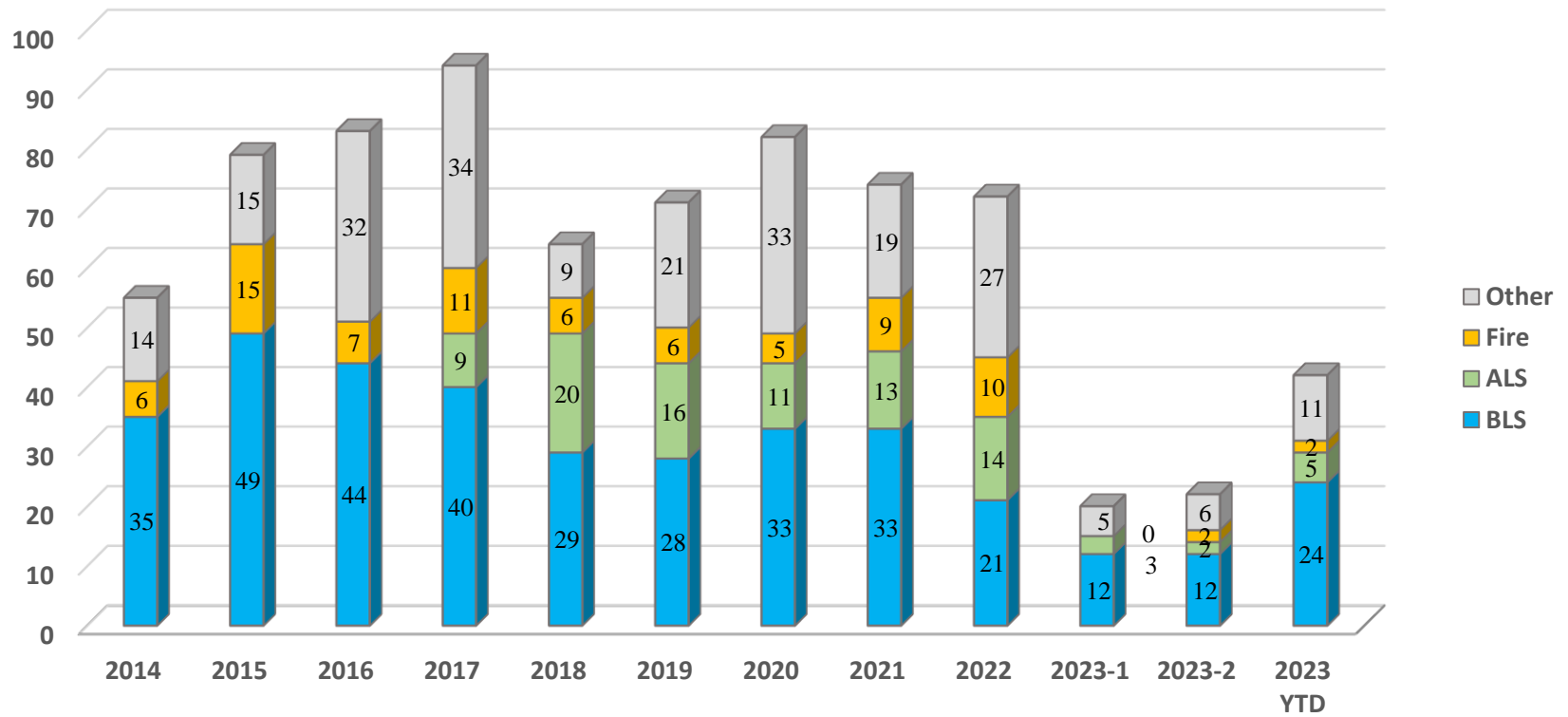
VERIFY SCALE
BAR IS ONE INCH
ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY.

DATE
SCALE

ORIGINAL COPY OF DIGITALLY SIGNED DOCUMENT AVAILABLE UPON REQUEST
PAGE PROJECT NO.
DWG NAME:
SHEET _____ OF _____

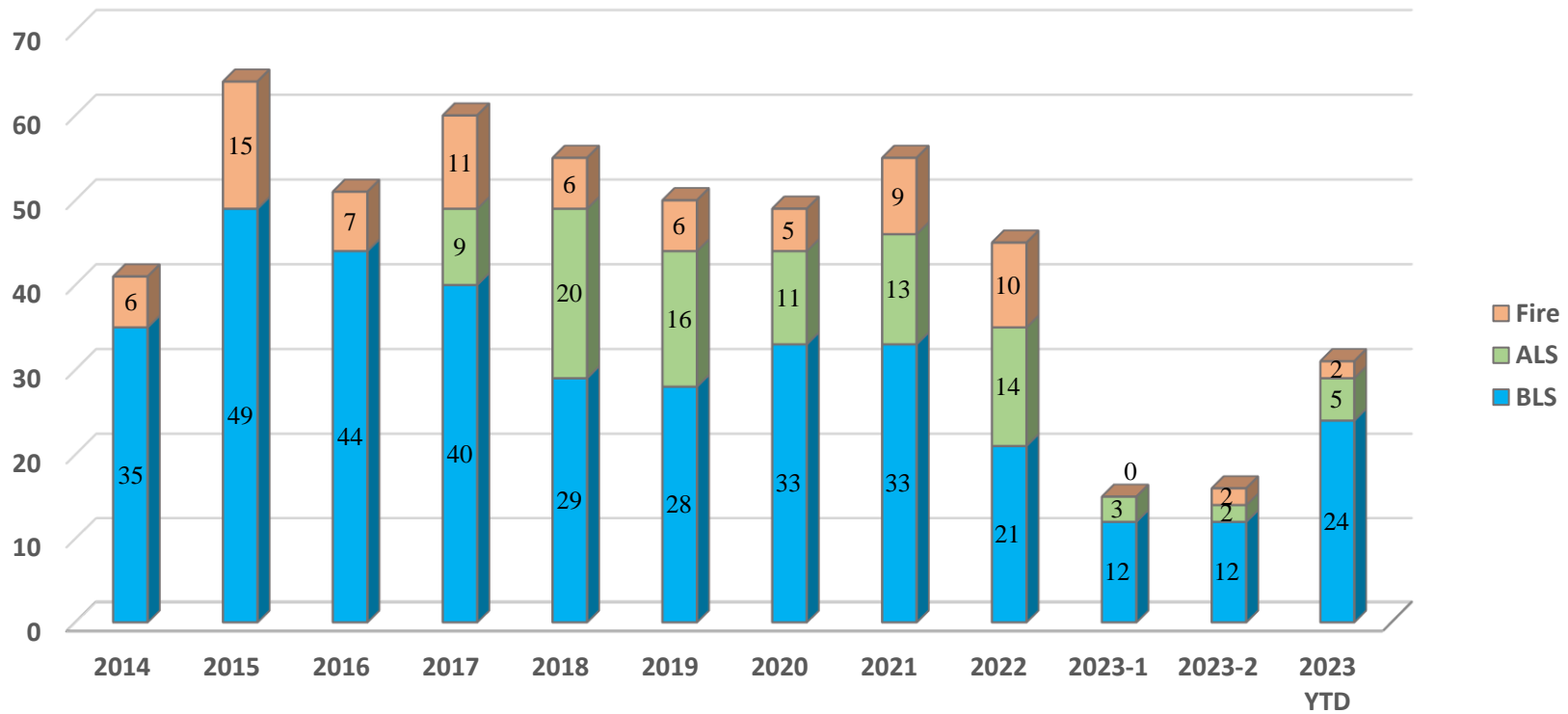
Pavement Markings/Removal • Road/Parking Lot Striping • Crack Seal • Sealcoat • Curbing • Traffic Control • Sign Manufacturing/Sales/Installation

Annual Fire Department Incidents by Call Type

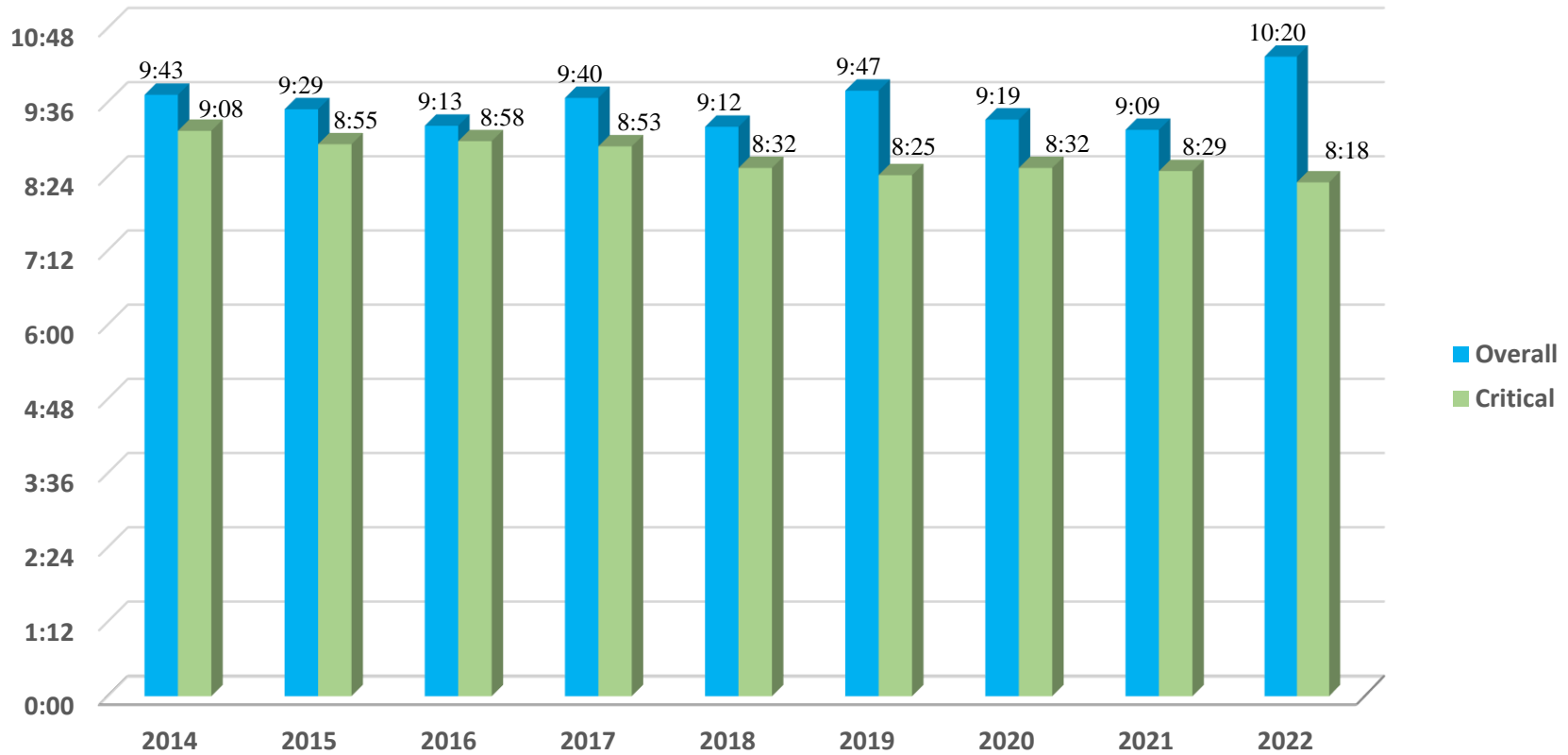


Annual Fire Department Incidents by Call Type

("Other" call types are not included)

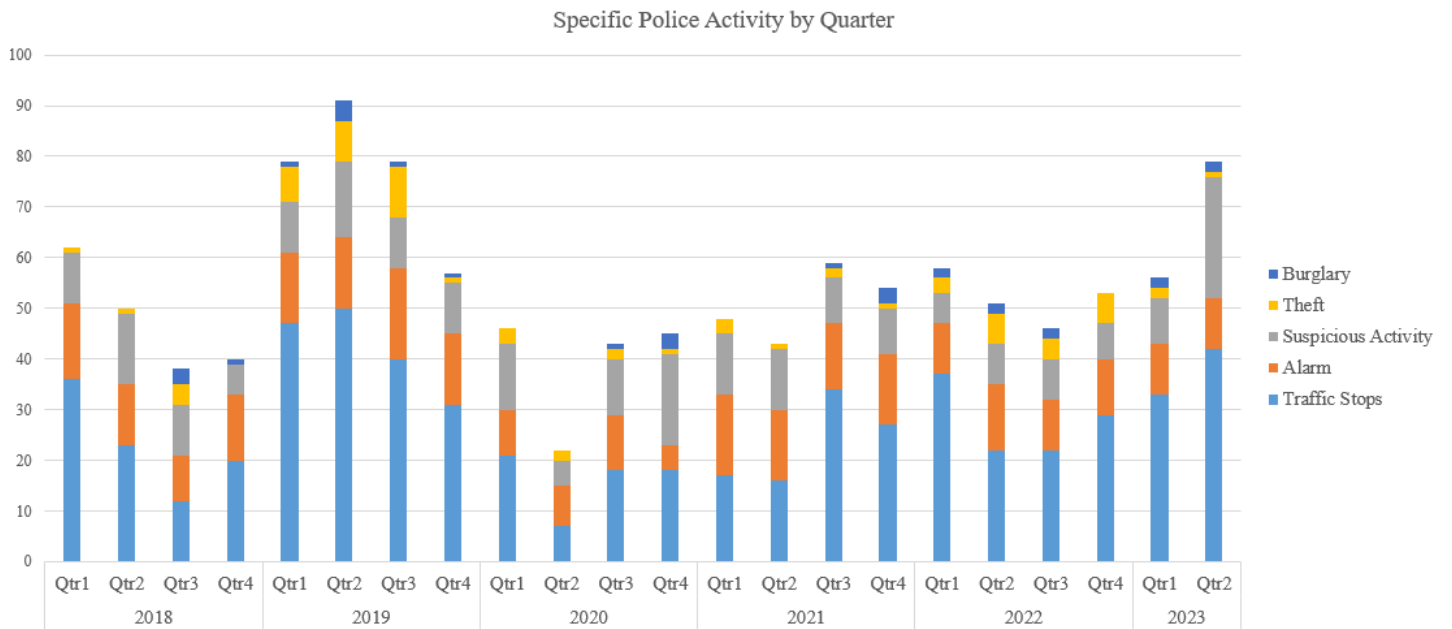


Annual Fire Department Response Times



2018 THROUGH Q. 2 2023

POLICE ACTIVITY BY QUARTER



TRAFFIC CITATIONS

August 21, 2023



Total Tickets Issued – 2021 - 2023

State of Washington

Tickets by Agency

From: 1/1/2021 To: 8/15/2021

For:

Woodway PD (WYP)

Infraction Traffic	Infraction Non-Traffic	Criminal Traffic
28	0	1
28	0	1

State of Washington

Tickets by Agency

From: 1/1/2022 To: 8/15/2022

For:

Woodway PD (WYP)

Infraction Traffic	Infraction Non-Traffic	Criminal Traffic
43	0	0
43	0	0

State of Washington

Tickets by Agency

From: 1/1/2023 To: 8/15/2023

For:

Woodway PD (WYP)

Infraction Traffic	Infraction Non-Traffic	Criminal Traffic
73	0	2
73	0	2



Tickets Issued by Location

January – August

	2021	2022	2023
Woodway Park Road	19	31	64
Timber Lane	6	6	1
North Deer Drive	0	1	1
Wachusset Road	0	1	0
238th Street	2	1	2
Algonquin Road	1	0	2
Edmonds Way	0	0	1
Nootka Road	0	0	2
114th Avenue West	1	1	0
3rd Avenue South	0	3	0



TOWN OF WOODWAY
CLAIMS APPROVAL

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

Clerk Treasurer

The following transactions are approved for 2023 payment:

Claims checks #14273 through 14281\$4,157.98

This 21st day of August 2023.

Mayor

Councilmember

Councilmember

Councilmember

**TOWN OF WOODWAY
COUNCIL MEETING MINUTES**

**MONDAY, JULY 17, 2023
6:00 P.M.**

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

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

*Attended virtually

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:02 p.m.

PUBLIC COMMENTS

A resident shared concerns about trash cans.

Resident Linda Tripp commented on traffic in Twin Maples.

Resident Bill Krepick commented on the frequency of reports from the police department.

Resident Steve Gunn commented on the Upper Bluff.

I - RATIFY PREVIOUSLY APPROVED PAYMENTS – JULY 3, 2023 CLAIMS

Councilmember Thakur moved to ratify the previously approved July 3, 2023 claims checks #14232 through 14242 and EFTs #818 & 819 totaling \$22,033.49. *Councilmember Mitchell* seconded the motion. The motion passed unanimously.

I - APPROVAL OF PAYMENTS – JULY 17, 2023 CLAIMS

Councilmember Mitchell moved to approve the July 17, 2023 claims checks #14243 through 14250 and EFT #882 totaling \$3,837.07. *Councilmember Brock* seconded the motion. The motion passed unanimously.

I - APPROVAL OF PAYMENTS – JUNE 2023 PAYROLL

Councilmember Mitchell moved to approve the June 2023 payroll EFT transactions #781 through 802 totaling \$70,379.53. *Councilmember Thakur* seconded the motion. The motion passed unanimously.

II - APPROVAL OF MINUTES – JUNE 20, 2023 MINUTES

Councilmember Brock moved to approve the June 20, 2023 council meeting minutes. *Councilmember Mitchell* seconded the motion. The motion passed unanimously.

III - COUNCIL REPORTS

Councilmember Brock reported that Point Wells was denied urban center designation.

Councilmember Mitchell asked for an update on finalizing committee reassignments.

IV - MAYOR'S REPORT

- The Town received no complaints on the 4th of July.
- The Beat Brackett 5k was a success.
- Will be attending the Korean Consulate 70th Anniversary event, celebrating the end of the Korean war and peace agreement.

V - TOWN ADMINISTRATOR'S REPORT

- Shared that a potential buyer of the Upper Bluff has talked with the Town.
- Gave an update on Point Wells, including the status of the development application with Snohomish County and the interlocal agreement with the City of Shoreline.
- Public Works Director Bryant shared several updates:
 - A new swing set for the John Bush play area.
 - The sprinkler system for the Town Hall lawn was installed and the area was top seeded.
 - Two summer employees had been hired.
 - The stormwater maintenance budget was \$10,000; the Town received a bid from Aqualis: \$15,000 for 40 hours of work.
 - Pothole patching and striping of Town roads are out for bid.

VI - POINT WELLS PUBLIC DISCUSSION

The following people commented:

- Buck Jorgenson
- Bill Krepick

The following topics were discussed:

- Which parties need to agree to the Woodway/Shoreline agreement.
- Concerns about managing BSRE.

VII - TWIN MAPLES TRAFFIC CALMING DISCUSSION

The following information was presented:

- Public Works Director Bryant reviewed his memo.
- Councilmember Willett shared a traffic intersection photo and spoke about the history of the intersection in Wedgewood.
- Resident Bill Smith shared information on vehicle speed and safety concerns.

Council discussion included:

- Data doesn't matter if people feel unsafe.
- If the residents of Twin Maples want to have speed bumps, the Town should try them to see if they will help.
- The speed data that was tracked.
- Noise associated with speed humps.
- Potential liability for the Town.

PUBLIC COMMENTS

The following gave comments on wanting the speed humps in Twin Maples

- Bob Redding
- Linda Tripp
- Scott Jacobson
- James Willett
- Bill Smith

Mayor Quinn asked the audience to raise their hands if they were all here to speak on whether there should be speed humps in Twin Maples; everyone in the audience raised their hands. Mayor Quinn then asked those in favor of speed humps to raise their hands; everyone in the audience raised their hands. Mayor Quinn then directed the staff to work with the Town's civil engineer on a design for the speed humps.

GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS

None.

EXECUTIVE SESSION – POTENTIAL LITIGATION (RCW 42.30.110 (1)(A)(I))

At 7:55 p.m., Mayor Quinn recessed to executive session for approximately 15 minutes to discuss potential litigation. At 8:10 p.m., the executive session was extended for approximately 10 minutes. At 8:20 p.m., Mayor Quinn reconvened the meeting.

ADJOURNMENT

Councilmember Bogen moved to adjourn the meeting. *Councilmember Brock* seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:20 p.m.

Respectfully Submitted,

APPROVED BY THE TOWN COUNCIL

Kim Sullivan, Deputy Clerk-Treasurer

Michael S. Quinn, Mayor

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

**TOWN OF WOODWAY
COUNCIL MEETING MINUTES**

**MONDAY, AUGUST 7, 2023
6:00 P.M.**

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

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

*Attended virtually

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:03 p.m.

PUBLIC COMMENTS

Resident Carla Nichols commented on Point Wells annexation.

Resident Bill Krepick commented on chip seal vs. asphalt overlay and police services costs. Discussion followed. Council requested more information from staff about the cost of chip seal.

I - APPROVAL OF PAYMENTS – AUGUST 7, 2023 CLAIMS

Councilmember Brock moved to approve the August 7, 2023 claims checks #14251 through 14272 and EFTs #1026 through 1028 totaling \$39,153.31. *Councilmember Mitchell* seconded the motion. The motion passed unanimously.

I - APPROVAL OF PAYMENTS – JULY 2023 PAYROLL

Councilmember Willett moved to approve the July 2023 payroll EFT transactions #961 through 980 totaling \$69,880.59. *Councilmember Bogen* seconded the motion. The motion passed unanimously.

II - COUNCIL REPORTS

Councilmember Brock:

- Shared that many neighboring police departments hire social workers to respond to certain calls along with police officers. He requested that the Council consider including this in future contract discussions.

Councilmember Mitchell:

- Shared concerns over tall trucks that have been snagging limbs and wires as they drive through Town.
- Councilmember Willett will be attending the upcoming DEM meeting; Woodway's comments on the ILA would be shared at the meeting.

III - MAYOR'S REPORT

- Twin Maples speed humps
 - Mayor Quinn presented a map created by the Town's engineer with approximate locations of the proposed speed humps. He suggested that the Council should create a policy to govern where/when traffic calming devices are installed. More information would be presented at the next meeting. Discussion followed.
- Study Session Date & Topics
 - September 5 is ok for Mayor, Council, and staff. Will confirm Bill Trimm's availability.
 - Possible Topics
 - Point Wells
 - Housing
 - Budget & levy timing
 - Traffic calming policy
 - Public Works staffing levels
 - ROW maintenance discussion

IV - TOWN ADMINISTRATOR'S REPORT

- A boat washed up on the shoreline in Woodway, on BNSF land.

V - POINT WELLS PUBLIC DISCUSSION

Town Administrator Faison shared that the interlocal agreement with the City of Shoreline was nearing completion. He outlined the rest of the annexation process, should the Town choose to proceed.

The following people commented:

- Bill Krepick
- Carla Nichols

The following topics were discussed:

- BERK report
- Risks of annexation

Mr. Faison clarified several items, including who would pay for a development agreement and Environmental Impact Statement. Discussion followed.

Councilmember Bogen shared that he would resign at the end of August.

VI - REVIEW/REASSIGN REPRESENTATIVES TO REGIONAL ORGANIZATIONS

Council discussed the updated assignments and made several additional changes.

PUBLIC COMMENTS

Resident Bill Krepick thanked Councilmember Bogen for his service. He also commented on police services contract and ROW maintenance.

GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS

None.

ADJOURNMENT

Councilmember Bogen moved to adjourn the meeting. *Councilmember Brock* seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:24 p.m.

Respectfully Submitted,

APPROVED BY THE TOWN COUNCIL

Heidi K. S. Napolitano, Clerk-Treasurer

Michael S. Quinn, Mayor

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

MEMORANDUM

TO: Town Council
FROM: Eric Faison, Town Administrator
SUBJECT: Point Wells Annexation Interlocal Agreement
DATE: August 21, 2023
CC: Mike Quinn, Mayor

Background

Over the past ten months, the Town Council has directed staff to focus more intentionally on providing information and options that would allow the Council to ability to thoughtfully consider annexing Point Wells. This has included gathering information on public opinion, financial considerations, potential Town liability and legal risks, and options to effectuate an annexation. At each Council meeting since January, I have provided Council and the public with updates on these various topics, and Council has provided residents with an opportunity to comment.

Last October, the owner of Point Wells welcomed the opportunity to talk with the Town about the future of Point Wells, including the Town's potential annexation of the site. Those discussions have been cordial and informative. However, they have not led to an annexation or development proposal from the property owner.

Since January, I also have engaged Snohomish County, the City of Shoreline and Olympic View Water & Sewer District in negotiations on an interlocal agreement (ILA) that would provide the Town with the option of annexing Point Wells under RCW 35A.14.296. The statute provides a process through which the Town can effectuate the annexation of Point Wells by mutual agreement, without the property owner's consent. I have completed negotiations on the ILA and have included a draft of the document in the packet.

RCW 35A.14.296

Required Provisions

In addition to the general requirements of the Interlocal Cooperation Act (RCW 39.34.030), the ILA method of annexation contained in RCW 35A.14.296 includes a few necessary provisions.

1. The agreement must include the boundaries of the annexation area and the effective date of the annexation.
2. The agreement must set a date for public hearing(s) on the agreement.
3. The agreement must ensure that, for a period of five years after the annexation, any parcel zoned for residential development within the annexed area will maintain a zoning designation that provides for residential development; and the area shall not have its minimum gross

residential density reduced below the density allowed for by the zoning designation for that parcel prior to annexation.

The draft addresses each of these required provisions.

Required Public Process

The state statute also includes requirements for public process prior to adoption of the ILA.

1. Each participating legislative body, either separately or jointly, must hold a public hearing before the agreement is executed.
2. Each jurisdiction must publish a notice of availability of the agreement at least once a week for four weeks before the date of the public hearing.
3. Each jurisdiction must post the notice of availability of the agreement on its website for the same four-week period provided in #2 above, and the notice must describe where the public may review the agreement and the boundaries of the territory to be annexed.
4. On the date set for hearing, the public shall be afforded an opportunity to be heard.

Annexation

Following the public hearing and adoption of the ILA by each of the legislative bodies, the Town must submit a notice of intent with the Boundary Review Board. Boundary review boards have the authority to review and to approve, disapprove, or modify an annexation. Jurisdiction of the Board may be invoked by the Board itself under certain circumstances, by a request for review filed by a governmental entity affected by the proposed action, or by registered voters or property owners in the annexation area within 45 days of the submittal of the notice of intent. The Board must render a decision within 120 days of the filing of the request for review and within 40 days after the conclusion of last hearing on the proposal. After approval by the Board, the Town may elect to adopt an annexation ordinance, annexing Point Wells into the Town.

Under Section 3.1.2 of the ILA, the annexation will become effective the later of five (5) days after passage and publication of the Town's adoption of an annexation ordinance pursuant to RCW 35A.14.296, fifteen days (15) after the action is deemed approved under RCW 36.93.100, or January 1, 2024. In practical terms, this most likely means that the annexation will become effective five days after the Council adopts an annexation ordinance. Upon passage of the annexation ordinance, a certified copy shall be filed with Snohomish County.

Draft ILA – Key Provisions

Section 3.5 Interjurisdictional Coordination

This section requires the County to consider the impact of their land use decisions prior to annexation. It requires the County to impose mitigation for those impacts as requested by the Town and Shoreline.

Section 3.6 Public Hearings on Annexation

This section, which is required by the annexation laws, denotes the dates of the public hearings on the ILA that will be held by each party to the ILA.

Section 3.7 Consistency of Annexation with the agreements and RCW.

In this section, each jurisdiction affirms that the annexation does not adversely affect the health, safety and general welfare of the jurisdictions' residents or ratepayers.

Section 4 Amendment to the Master Annexation ILA

This section includes several amendments to the Town's ILA with the County. Most importantly, the changes reflect the fact that, since the date of the original ILA, the Town has adopted pre-annexation zoning, which the County finds consistent with its policies and regulations. The section also amends the ILA to commit the Town to compliance with the residential development conditions of the state annexation laws.

Section 5 Amendment to the Town-Shoreline ILA

This section is intended to clarify the process by which the Town will notify, consider, and in some cases impose mitigation requests made by the City of Shoreline for plans, development regulations, project permit applications, and non-conforming use designations made by the Town related to Point Wells, when there may be impacts to Shoreline's transportation infrastructure and public facilities. When the Town imposes mitigation as requested by Shoreline, Shoreline agrees to indemnify and defend the Town in any legal dispute arising from the imposition of such mitigation. The section also states that the cities will work collaboratively to identify and consider other ways to address such impacts for developments more broadly within each city. Lastly, the section addresses impacts from the expansion or modification of vested permits.

Section 11 Effective Date, Duration and Termination

The ILA lasts through the end of 2030. Any party can terminate the agreement with 180 days written notice.

General Terms

Most of the remaining sections are general terms contained in numerous agreements.

Next Steps

If Council decides to proceed, the next step would be for each jurisdiction to establish a date for public hearing. It is likely that Shoreline will have a public hearing on September 25. I do not yet have firm dates for either the County or Olympic View, although I believe that the County's public hearing will likely be in October. Once all of the dates are established, the ILA will be advertised for public hearing.

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF WOODWAY, SNOHOMISH COUNTY, THE CITY OF SHORELINE,
AND OLYMPIC VIEW WATER AND SEWER DISTRICT CONCERNING
AN ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296**

1. PARTIES

This Interlocal Agreement (“Agreement” or “ILA”) is made by and between the Town of Woodway (“Town”), a Washington municipal corporation, Snohomish County (“County”), a political subdivision of the State of Washington, the City of Shoreline (“Shoreline”), a Washington municipal corporation, and Olympic View Water and Sewer District (“Olympic View”), a Washington special purpose district, pursuant to Chapter 35A.14 RCW (Annexation by Code Cities), Chapter 36.70A RCW (Growth Management Act), Chapter 36.115 RCW (Governmental Services Act), Chapter 43.21C RCW (State Environmental Policy Act), Chapter 36.70B RCW (Local Project Review and Development Agreements), Chapter 58.17 RCW (Subdivisions), Chapter 82.02 RCW (Excise Taxes), and Chapter 39.34 RCW (Interlocal Cooperation Act).

The Town, the County, Shoreline, and Olympic View are each a “Party” and collectively the “Parties” To this Agreement. The Parties agree as follows.

2. PURPOSE

This Agreement sets forth the terms and conditions of the Parties to cooperate and approve the Town’s annexation (“Annexation”) of the Town’s Municipal Urban Growth Area, designated under RCW 36.70A.110, which area is referred to herein as the “Annexation Area,” pursuant to RCW 35A.14.296. The Annexation Area is depicted in Exhibit A and legally described in Exhibit B to this Agreement. Both Exhibits are incorporated herein by this reference.

3. AGREEMENTS REGARDING ANNEXATION

3.1 Town’s intent to Annex; Effective date of Annexation.

3.1.1 Following the effective date of this Agreement, the Town intends to annex the Annexation Area by adoption of an ordinance pursuant to RCW 35A.14.296.

3.1.2 The Town’s annexation shall become effective the later of five (5) days after passage and publication of the Town’s adoption of an annexation ordinance pursuant to RCW 35A.14.296, fifteen days (15) after the action is deemed approved under RCW 36.93.100, or January 1, 2024.

3.2 Master Annexation ILA and Addendum.

The County and the Town acknowledge and agree that the *Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area*, effective September 26, 2016 (“Master Annexation ILA”), and the

Addendum to the Interlocal Agreement Between the Town of Woodway and Snohomish County Concerning Annexation and Urban Development Within the Woodway Municipal Urban Growth Area, effective September 7, 2018 (“Addendum”), shall continue to have full force and effect, except where specifically amended in this Agreement.

3.3 Town-Shoreline Settlement and Interlocal Agreement.

In October 2019, the Town and Shoreline entered a *Settlement and Interlocal Agreement* (“Town-Shoreline ILA”). The Town-Shoreline ILA sets forth the terms of agreement between the Town and Shoreline for the purpose of addressing annexation, services, infrastructure, mitigation, impacts, and related issues with respect to land use, development, or redevelopment within the Annexation Area. The Town and Shoreline acknowledge and agree that this Agreement shall not negate the Town-Shoreline ILA, and obligations therein shall continue to have full force and effect, except where specifically amended in this Agreement.

3.4 Olympic View Service Area

The Parties acknowledge that Olympic View is the provider of water and sewer service to the Annexation Area. The Parties agree that the Annexation will have no effect on Olympic View’s existing rights to provide such services to the Annexation Area, as provided by State law and interlocal agreements between Olympic View and the Town.

3.5 Interjurisdictional Coordination.

The Parties recognize that planning and land use decisions can have extra jurisdictional impacts and that intergovernmental cooperation is an effective way to deal with impacts that transcend local jurisdictional boundaries. Independently, under the authority of the Washington State Constitution and State laws, the County, the Town, and Shoreline have taken numerous actions to identify mitigation of environmental, transportation, and other impacts arising from land use proposals within their boundaries. But they also must consider the impact of their decisions on adjacent jurisdictions. To address such extra-jurisdictional impacts, the County has identified interlocal agreements as a way to provide for reciprocal mitigation of impacts occurring outside of its boundaries.

Accordingly, when processing project permit applications (as defined in RCW 36.70B.020) within the Annexation Area prior to the effective date of the Annexation, the County shall recognize this Agreement and the following adopted mitigation policies of the Town and Shoreline, as now existing or hereafter amended, as the basis for the County’s review and imposition of mitigation requests by the Town and by Shoreline for the extra-jurisdictional impacts of such projects pursuant to state and local law:

Woodway Municipal Code (WMC): Chapter 16.04 Environmental Policy and Chapter 16.16 Transportation Concurrency; Town of Woodway Comprehensive Plan; Town of Woodway Design and Engineering Standards; and other Town ordinances, regulations, or policies that impose mitigation measures for the impact of land use projects.

Shoreline Municipal Code (SMC): SMC 20.30 Subchapter 8 Environmental Procedures, SMC 20.60.140 Adequate Streets/Concurrency; SMC 20.70 Engineering and Utilities Development Standards; City of

Shoreline Comprehensive Plan; City of Shoreline Engineering Design Manual; and other Shoreline ordinances, regulations, or policies that imposes mitigation measures for the impact of land use projects.

This provision does not limit the ability of either the Town or Shoreline to request additional mitigation pursuant to Chapter 43.21C RCW, Chapter 197-11 WAC, or its own SEPA regulations where a party has determined and identified specific environmental impacts of a land use proposal that are not addressed by the mitigation policies listed above.

3.6 Public Hearings on Annexation.

In compliance with RCW 35A.14.296(3) and (4), properly noticed public hearings on this Agreement were held on the following dates:

Snohomish County: September __, 2023

The Town of Woodway: September __, 2023

City of Shoreline: September __, 2023

Olympic View Water and Sewer District: September __, 2023

The public was afforded the opportunity to be heard at all public hearings, and the Parties considered all public comments relating to the Town's annexation prior to approval of this Agreement by their legislative bodies.

3.7 Consistency of Annexation with the agreements and RCW.

3.7.1 Snohomish County. The County finds that the Annexation is consistent with this Agreement, the Master Annexation ILA, the Addendum, and the goals and objectives established in RCW 36.93.170 and 36.93.180. The County further finds that the health, safety, and general welfare of Snohomish County residents are not adversely affected by the Annexation pursuant to this Agreement.

3.7.2 Town. The Town finds that the Annexation is consistent with this Agreement, the Master Annexation ILA, the Addendum, the Town-Shoreline ILA, the goals and objectives established in RCW 36.93.170 and 36.93.180. The Town further finds that the health, safety, and general welfare of Town residents are not adversely affected by the Annexation pursuant to this Agreement.

3.7.3 Shoreline. Shoreline finds that the Annexation is consistent with this Agreement, the Town-Shoreline ILA, and the goals and objectives established in RCW 36.93.170 and 36.93.180. Shoreline further finds that the health, safety, and general welfare of Shoreline's residents are not adversely affected by the Annexation pursuant to this Agreement.

3.7.4 Olympic View. Olympic View finds that the Annexation is consistent with this Agreement, the goals and objectives established in RCW 36.93.170 and 36.93.180, and the Olympic View Comprehensive Sewer and Water Plans. Olympic View further finds that the health, safety, and

general welfare of its ratepayers are not adversely affected by the Annexation pursuant to this Agreement.

3.7.5 This Agreement shall be included in the Town's Notice of Intent to annex the Annexation Area to be filed with the Snohomish County Boundary Review Board. The Parties agree that this Agreement evidences the support of each Party for the Annexation and that no Party to this Agreement will oppose or make objection to the Town's Notice of Intent to annex the Annexation Area or the Annexation. The Parties also agree that they will, upon the Town's request, provide to the Boundary Review Board oral or written testimony in support of the Annexation, in the event of review proceedings by the Boundary Review Board.

4. AMENDMENT TO THE MASTER ANNEXATION ILA

4.1 Amendment to Section 4.1 of the Master Annexation ILA.

The Town and the County agree to delete Section 4.1 of the Master Annexation ILA in its entirety and replace it with the following:

4.1 Urban density requirements. The Town, pursuant to RCW 35A.14.330, adopted Urban Village zoning regulations ("Zoning Regulations") as reflected in Woodway Municipal Code Chapter 14.40, which will become effective and apply to the Annexation Area upon the date of Annexation. The Zoning Regulations are consistent with the Washington State Growth Management Act, the Puget Sound Regional Council Growth Strategy *Vision 2050*, the Snohomish County Countywide Planning Policies, Snohomish County Code Chapter 30.23.020, and were subject to review under the State Environmental Policy Act, chapter 43.21C RCW.

4.2 Amendment to Section 4.2 of the Master Annexation ILA.

The Town and the County agree to delete Section 4.2 of the Master Annexation ILA in its entirety and replace it with the following:

4.2 Compliance with RCW 35A.14.296. For a period of five (5) years after the Annexation, the Town shall maintain a zoning designation that provides for residential development on any parcel zoned for residential development within the Annexation Area, and the Town shall not reduce the minimum gross residential density of such parcel(s) below the density allowed for by the zoning designation for that parcel prior to the Annexation.

4.3 New Section 4.6 Added to the Master Annexation ILA.

The Town and the County agree to add a new section 4.6 to the Master Annexation ILA as follows:

4.6 Flood hazard regulations. After annexation, the Town's Comprehensive Plan and development regulations that apply within the floodplain, as defined in Chapter 30.65 Snohomish County Code (SCC), will provide equal or greater restrictions on development as those provided by the County flood hazard regulations in Chapter 30.65 SCC, as required by Snohomish County

General Policy Plan, LU Policy 1.A.12 (GPP LU 1.A.12). The Town is currently reviewing policy and regulatory changes that, upon adoption, shall provide a level of flood hazard protection within the Town comparable to that provided by the County in Chapter 30.65 SCC.

4.4 Amendment to Section 9.2 of the Master Annexation ILA.

The Town and the County agree to delete Section 9.2 of the Master Annexation ILA in its entirety and replace it with the following:

9.2 *Taxes, fees, rates, charges, and other monetary adjustments.* The Town recognizes that service charges are collected by the County for unincorporated areas within the County's Surface Water Management Utility District. Surface water management service charges are collected at the beginning of each calendar year through real property tax statements. Upon the effective date of the Annexation, the County may continue to collect and, pursuant to Title 25 SCC and to the extent permitted by law, to apply the service charges collected during the calendar year in which the Annexation occurs to the provision of surface water services designated in that year's budget. These services, which do not include servicing of drainage systems in road right-of-way, will be provided through the calendar year in which the Annexation becomes effective and will be of the same general level and quality as those provided to other property owners subject to service charges in the County. If the Town intends for the County to continue providing surface water services beyond the calendar year after the Annexation, a separate interlocal agreement must be negotiated.

5. **AMENDMENT TO THE TOWN-SHORELINE ILA**

The Town-Shoreline ILA includes several provisions related to mitigation of impacts arising from planning, development, or redevelopment within the Annexation Area (referred to as "Point Wells" in the Town-Shoreline ILA). The Town and Shoreline desire to amend the Town-Shoreline ILA to further clarify and establish agreed upon processes by which mitigation for impacts are requested and considered.

5.1 Amendment to Section I(B) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(B) of the Town-Shoreline ILA in its entirety and replace it with the following:

B. Comprehensive Plan and Development Regulations Amendments.

1. Prior to the effective date of an annexation of Point Wells, each City will consider necessary amendments to its comprehensive plan and development regulations applicable to Point Wells in the manner set forth in Section I(A).
2. After the effective date of an annexation of Point Wells, when processing an amendment to its comprehensive plan or development regulations applicable to Point Wells, including a change in zoning to allow industrial uses at Point Wells, the annexing City shall:

- a. Provide the non-annexing City at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing) of all Planning Commission and/or Council meetings and hearings for any amendments that may impact the non-annexing City's transportation infrastructure and public facilities, such as parks and recreation facilities.
- b. Provide the non-annexing City an opportunity to review, comment and identify the impacts of any such amendment, within the thirty (30) day notice period.
- c. Consider the impacts identified by the non-annexing City under this Section.

5.2 Amendment to Section I(C) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(C) of the Town-Shoreline ILA in its entirety and replace it with the following:

C. Project Permit Applications; Industrial Uses

1. Project Permit Applications. After the effective date of an annexation of Point Wells, when processing project permit applications (as defined in RCW 36.70B.020) within Point Wells that may impact the non-annexing City's transportation infrastructure and public facilities, such as parks and recreation facilities, the annexing City shall:
 - a. Provide the non-annexing City at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing by the non-annexing City, or such lesser period as may be required by law) prior to approval of such applications.
 - b. Invite the non-annexing City to attend meetings between City staff and the applicant relating to such applications, including preapplication meetings.
 - c. Provide the non-annexing City an opportunity to review, comment and identify the impacts of and mitigation for such project, within the thirty (30) day notice period.
 - d. Require, as a condition of project approval, the mitigation identified by the non-annexing City under this Section, provided such mitigation is reasonable, capable of being accomplished, consistent with applicable law allowing the annexing City to impose the requested mitigation, and, in any legal dispute or claim related to such mitigation, the non-annexing City shall protect, hold harmless, indemnify and defend the non-requesting City to the fullest extent permitted by law against the legal dispute or claim at its sole cost and expense, including attorney fees.
2. Industrial Uses. After the effective date of an annexation of Point Wells, the annexing City will consider any project permit application to modify or expand a permitted

industrial use at Point Wells in the manner set forth in Section I(C)(1). When processing a request for a determination as to whether industrial uses or other asserted pre-existing uses at Point Wells are legal, non-conforming uses, or when processing a project permit application that requires such a determination, the annexing City shall:

- a. Provide the non-annexing City at least thirty (30) calendar days written notice (unless otherwise agreed to or waived in writing by the non-annexing City, or such lesser period as may be required by law) prior to issuing the determination or approving the application and shall provide a copy of the decision or, if no written decision, provide notice to the non-annexing City of the decision.
- b. Invite the non-annexing City to attend meetings between City staff and the requestor relating to the request or application.
- c. Provide the non-annexing City an opportunity to review, comment, and identify the impacts of the continuation of such use on the non-annexing City's transportation infrastructure, and to request mitigation for such impacts, within the thirty (30) day notice period.
- d. Provide the non-annexing City with standing to administratively appeal any such decision as an aggrieved party.

5.3 Amendment to Section I(D) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(D) of the Town-Shoreline ILA in its entirety and replace it with the following:

D. **Reciprocal Mitigation Agreements.** In addition to the mitigation procedure identified above, the Cities agree to work collaboratively to identify and consider the appropriate mechanisms to address the impacts of development and redevelopment within the Cities. Strategies to be evaluated and considered include, but are not limited to, SEPA, reciprocal mitigation agreements, a Transportation Benefit District pursuant to Chapter 36.73 RCW, a Transportation Impact Fee pursuant to Chapter 82.02 RCW or RCW 39.92.040, a Local Improvement District pursuant to Chapter 35.43 RCW, a Metropolitan Park District pursuant to Chapter 35.61 RCW, a Park and Recreation District pursuant to Chapter 36.69 RCW, and a Park Impact Fee pursuant to Chapter 82.02 RCW, or any other existing or future statutorily created programs that the two Cities determine would provide a mechanism to address impacts to the other City.

5.4 Amendment to Section I(E) of the Town-Shoreline ILA.

The Town and Shoreline agree to delete Section I(E) of the Town-Shoreline ILA in its entirety and replace it with the following:

E. **Consultation on Expansion or Modification of a Vested Permit Application.** Prior to the effective date of an annexation of Point Wells, a project permit application within Point Wells will be submitted to Snohomish County. Provided said permit is determined to meet the requirements for vesting, such application shall vest to Snohomish County development regulations, as provided by law. For any project permit approved by Snohomish County prior to annexation, if the annexing City receives an application for modification of that permit, the annexing City shall process such modification consistent with Section I(C)(1).

6. TRANSFER OF COUNTY FACILITIES AND PROPERTIES

In addition to property that transfers on annexation as a matter of law (*e.g.*, public rights of way), the County shall transfer/convey to the Town ownership, maintenance, and operational responsibility for all County-owned facilities and properties within the Annexation Area upon the effective date of the Annexation.

7. THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third-party beneficiary rights.

8. DISPUTE RESOLUTION

Except as herein provided, no civil action with respect to any dispute, claim or controversy (collectively "dispute") arising out of or relating to this Agreement, or the Annexation may be commenced until the dispute has been submitted to a mediator selected by the Parties involved with the dispute. The Parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each Party shall be responsible for the costs of its own legal representation. Each Party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of the mediation process.

9. HONORING EXISTING AGREEMENTS, STANDARDS AND STUDIES

In the event a conflict exists between this Agreement and any agreement between the Parties in existence prior to the effective date of this Agreement, the terms of this Agreement shall govern the conflict.

10. RELATIONSHIP TO EXISTING LAWS AND STATUTES

This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all Parties will comply with all applicable state or local laws. The County, the Town, and Shoreline retain authority for land use and development decisions within their respective authority. By executing this Agreement, the County, the Town, Shoreline, and Olympic View do not otherwise abrogate authority or police powers vested in them by law.

11. EFFECTIVE DATE, DURATION AND TERMINATION

11.1 Effective Date. This Agreement shall become effective following the approval of the Agreement by the official action of the governing bodies of the Parties and the signing of the Agreement by an authorized representative of each Party.

11.2 Duration. This Agreement shall be in full force and effect through December 31, 2030. If the Parties desire to continue the terms of the Agreement after the Agreement is set to expire, the Parties may either negotiate a new agreement or extend this Agreement through the amendment process.

11.3 Termination. Any Party may terminate this Agreement upon one-hundred eighty (180) days advance written notice to the other party. Notwithstanding termination of this Agreement, the Parties are responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the termination, and to fulfill obligations under other agreements relating to this Agreement and the Annexation Area.

12. INDEMNIFICATION AND LIABILITY

12.1 Indemnification. Each Party shall protect, save harmless, indemnify and defend, at its own expense, the other Parties, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the indemnifying Party's performance of this Agreement, including claims by the indemnifying Party's employees or third parties, except for those damages caused solely by the negligence or willful misconduct of another Party, its elected and appointed officials, officers, employees, or agents.

12.2 Extent of liability. In the event of liability for damages of any nature whatsoever arising out of the performance of this Agreement by Parties, including claims by a Party's own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of each Party, their officers, officials, employees and volunteers, each Party's liability hereunder shall be only to the extent of that Party's negligence.

12.3 Hold harmless. No liability shall be attached to the Parties by reason of entering into this Agreement except as expressly provided herein. Each Party shall hold the other Parties harmless and defend the other Parties at its expense any legal challenges to a Party's requested mitigation and/or failure by a Party to comply with Chapter 82.02 RCW.

13. SEVERABILITY

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and the application of the provisions to other persons or circumstances shall not be affected.

14. EXERCISE OF RIGHTS OR REMEDIES

Failure of any Party to exercise any rights or remedies under this Agreement shall not be a waiver of any

obligation by any other Party and shall not prevent any other Party from pursuing that right at any future time.

15. RECORDS

The Parties shall maintain adequate records to document obligations performed under this Agreement. The Parties shall have the right to review each other's records regarding the subject matter of this Agreement, except for privileged documents, upon reasonable written notice.

The Parties each are a public agency subject to certain disclosure laws, including, but not limited to Washington's Public Records Act, chapter 42.56 RCW. This Agreement and all public records associated with this Agreement shall be retained and be available from the Town and the County for inspection and copying where required by the Public Records Act, Chapter 42.56 RCW.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties concerning the Annexation, except as set forth in Agreement Sections 3, 4, and 5.

17. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Snohomish County.

18. FILING

A copy of this Agreement shall be filed with the Clerk of each of the Parties or the staff member who is responsible for recording documents. This Agreement shall be recorded with the Snohomish County Auditor's Office and King County Recorder's Office or as otherwise allowed or required under state law.

19. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

The Administrators and contact persons for this Agreement are:

Eric A. Faison
Town Administrator
Town of Woodway
23920 113th Place West
Woodway, WA 98020
(206) 542-4443

Eileen Canola
Snohomish County
Department of Planning and Development Services
3000 Rockefeller Ave.
Everett, WA 98201
(425) 262-2253

Bristol Ellington
City Manager
City of Shoreline
17500 Midvale Ave N

Bob Danson
General Manager
Olympic View Water & Sewer District
8128 228th St. SW

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF WOODWAY, SNOHOMISH COUNTY, CITY OF SHORELINE, AND OLYMPIC VIEW WATER AND SEWER DISTRICT CONCERNING AN ANNEXATION AND THE ORDERLY TRANSITION OF SERVICES PURSUANT TO RCW 35A.14.296

Shoreline, WA 98133
(206) 801-2213

Edmonds, WA 98020
(425) 774-7769

20. Counterpart Originals.

This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.

21. Authority to Execute.

Each person executing this Agreement on behalf of a Party represents and warrants that they are fully authorized to execute and deliver this Agreement on behalf of the Party for which they are signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Contract and to undertake the actions contemplated herein and that this Contract is enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have signed this Agreement, effective on the later date indicated below.

TOWN OF WOODWAY

SNOHOMISH COUNTY

By:

By:

Michael S. Quinn
Mayor

Dave Somers
County Executive

Date: _____

Date: _____

ATTEST:

ATTEST:

Town Clerk-Treasurer

Clerk of the County Council

Approved as to form only:

Approved as to form only:

Attorney for the Town of Woodway

Deputy Prosecuting Attorney for
Snohomish County

CITY OF SHORELINE
By:

Bristol Ellington
City Manager

Date: _____

ATTEST:

City Clerk

Approved as to form only:

Attorney for City of Shoreline
District

OLYMPIC VIEW WATER AND SEWER DISTRICT
By:

Lora Petso
Board President

Date: _____

ATTEST:

Board Secretary

Approved as to form only:

Attorney for Olympic View Water & Sewer

[illegible]

EXHIBIT B – Town of Woodway Annexation Area Legal Description

POINT WELLS ANNEXATION AREA

PARCEL DESCRIPTION

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON, INCLUDING THE TIDELANDS ABUTTING, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35, SAID POINT ALSO BEING THE SOUTH QUARTER CORNER OF SECTION 35; THENCE WESTERLY, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, TO THE EASTERLY RIGHT-OF-WAY OF THE BURLINGTON NORTHERN RAILWAY COMPANY, FORMERLY KNOWN AS THE GREAT NORTHERN RAILWAY COMPANY, SAID POINT ALSO BEING ON THE WESTERLY BOUNDARY LINE OF THAT TOWN OF WOODWAY ANNEXATION, DATED APRIL 21, 1997, UNDER ORDINANCE NO. 97-325, SAID POINT ALSO BEING **THE POINT OF BEGINNING**; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND EXISTING TOWN BOUNDARY LINE, A DISTANCE OF 249.39 FEET, MORE OR LESS, TO THE NORTH LINE OF THE E.L. REBER TRACT AS DESCRIBED UNDER SNOHOMISH COUNTY COURT CAUSE NO. 40540, DATED OCTOBER 18, 1943; SAID POINT ALSO BEING 247.50 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE EASTERLY, PARALLEL WITH AND 247.50 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE AND COINCIDENT WITH THE SOUTHERLY BOUNDARY OF THE VACATED PORTION OF HEBERLEIN ROAD, AS SHOWN IN A VACATION OF COUNTY ROAD RIGHT-OF-WAY, DATED FEBRUARY 26, 1962, TO THE NORTHWEST CORNER OF THAT BRIGGS SHORT PLAT AS FILED FOR RECORD IN SNOHOMISH COUNTY, WASHINGTON, IN BOOK NO. 42 AT PAGE 20, UNDER AUDITOR'S FILE NO. 9402015006; SAID POINT ALSO BEING ON THE EAST MARGIN OF RICHMOND BEACH DRIVE NW AND THE EXISTING TOWN BOUNDARY LINE; THENCE NORTHERLY, ALONG THE NORTHERLY EXTENSION OF THE AFORESAID EAST MARGIN OF RICHMOND BEACH DRIVE NW COUNTY ROAD AND TOWN BOUNDARY LINE, 20 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SOUTH 267.50 FEET, WHEN MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE CONTINUING ALONG THE TOWN BOUNDARY LINE, EASTERLY, PARALLEL WITH AND 267.50 FEET NORTH OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE, 100.67 FEET; THENCE CONTINUING ALONG THE TOWN BOUNDARY LINE, NORTHERLY, 269.23 FEET; THENCE EASTERLY, 157 FEET TO THE WESTERLY LINE OF THAT TOWN OF WOODWAY – POINT WELLS UPPER BLUFF ANNEXATION, DATED JULY 5, 2016, UNDER ORDINANCE NO. 16-572, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF PARCEL 1 OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NO. 04-109874, RECORDED UNDER AUDITOR'S FILE NO. 200405180215; THENCE NORTH 01°11'56" EAST, ALONG THE WEST LINE OF SAID PARCEL 1 AND TOWN BOUNDARY LINE, 455.24 FEET; THENCE NORTH 31°23'34" WEST, ALONG SAID WEST LINE OF PARCEL 1 AND TOWN BOUNDARY LINE, 291.15 FEET TO THE MOST WESTERLY CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEATTLE AND MONTANA RAILWAY COMPANY, NOW KNOWN AS THE BURLINGTON

NORTHERN SANTA FE RAILWAY COMPANY; THENCE AT A RIGHT ANGLE TO THE RIGHT OF WAY, NORTH 65°57'14" WEST, 100 FEET TO THE WESTERLY MARGIN OF SAID RIGHT-OF-WAY; THENCE NORTHEASTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND EXISTING TOWN BOUNDARY TO A POINT ON THE NORTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE WESTERLY, ALONG THE NORTH LINE AND ITS WESTERLY EXTENSION THEREOF, TO THE INNER HARBOR LINE; THENCE SOUTHERLY, ALONG THE INNER HARBOR LINE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 35; THENCE EASTERLY, ALONG THE SOUTH LINE AND ITS WESTERLY EXTENSION THEREOF TO **THE POINT OF BEGINNING**.

THE DESCRIPTION HEREIN IS INTENDED TO INCLUDE ALL PARCELS, ROADS AND GOVERNMENT LOTS WITHIN THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 27 NORTH, RANGE 3 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON INCLUDING THOSE TIDELANDS ABUTTING. THE SIDELINES SHALL BE EXTENDED AND/OR SHORTENED TO BE COINCIDENT WITH THE EXISTING TOWN BOUNDARY LINE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

