

TOWN OF WOODWAY
COUNCIL MEETING AGENDA

TUESDAY, SEPTEMBER 5, 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. | | Public Comments* |
| 6:05 P.M. | I | Approval of Payments – <i>September 5, 2023 Claims; August 2023 Payroll</i> |
| 6:10 P.M. | II | Council Reports |
| 6:15 P.M. | III | Mayor’s Report |
| 6:20 P.M. | IV | Town Administrator’s Report |
| 6:25 p.m. | V | Point Wells Public Discussion |
| 6:35 P.M. | VI | Third Amendment to Settlement and Interlocal Agreement with City of Shoreline |
| 6:40 P.M. | VII | Accept Local Records Grant and Authorize Expenditures |
| 6:45 P.M. | VIII | Council Appointment Process |
| 6:55 P.M. | | Public Comments* |
| 7:00 P.M. | | General Council Discussion – Choice of Subjects |
| 7:05 P.M. | | Adjournment |

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

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



TOWN OF WOODWAY
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 #14282 through 14292 and EFTs #1172, 1173, and 1198.....\$23,960.69

This 5th day of September 2023.

Mayor

Councilmember

Councilmember

Councilmember

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

1. Training – K. Sullivan: \$350.00
2. Postage: \$321.00
3. Fuel: \$809.95 (PD - \$122.74, PW - \$687.21)

*Note: one large item is being paid

- \$16,516.32 for ROW hazard tree removal



TOWN OF WOODWAY
PAYROLL APPROVAL

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

Clerk-Treasurer

The following August 2023 Payroll transactions, for 7.75 FTE, are approved for 2023 payment:

EFT transactions #1177 through 1197\$67,913.69

This 31st day of August 2023

Mayor

Councilmember

Councilmember

Councilmember

* There were 0 comp time hours accrued in August 2023

THIRD AMENDMENT OF THE SETTLEMENT AND INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHORELINE AND THE TOWN OF WOODWAY

THIS THIRD AMENDMENT OF SETTLEMENT AND INTERLOCAL AGREEMENT (“Third Amendment”) is made and entered by and between the City of Shoreline (“Shoreline”) and the Town of Woodway (“Woodway”) and is effective as of the last date signed.

WHEREAS, on October 7, 2019, the Shoreline City Council and the Woodway Town Council authorized the execution of the *Settlement and Interlocal Agreement Between the City of Shoreline and the Town of Woodway*, which was amended on April 21, 2020 and again on May 9, 2023 (collectively, the “SILA”).

WHEREAS, Shoreline and Woodway desire to amend the SILA once again.

NOW THEREFORE, Shoreline and Woodway agree as follows:

Section 1. Prior Agreement and Intent of Amendment. Shoreline and Woodway agree to amend the SILA as set forth herein. Except as expressly set forth herein, all other terms and conditions of the SILA remain in full force and effect.

Section 2. Amendment. Section III A.2 of the SILA shall be amended as follows:

2. If Woodway fails to file a notice of intent to annex Point Wells with the Boundary Review Board (if such a notice is legally required) or to adopt an annexation ordinance (if Boundary Review Board approval is not required) within ~~thirty nine (39) months~~ forty three (43) months from the date of a direct petition or within ~~thirty nine (39) months~~ forty three (43) months after the availability of a statutorily authorized method of annexation without the property owner’s consent becomes legally available (whichever comes first), then Shoreline may seek annexation of Point Wells under any method legally available to Shoreline. Should this occur, there shall be no requirement of a resolution of Woodway’s Town Council and upon Shoreline providing notice to Woodway of Shoreline’s desire to annex Point Wells, Section II(A) and (B) of this ILA shall become immediately null and void, and upon receipt of such notice Woodway shall fully support Shoreline’s annexation as set forth in subsection (1) of this section above.

Section 3. Authority.

Each individual signing below hereby represents and warrants that each is dully authorized to execute and deliver this Third Amendment to the SILA on behalf of the city for which each is signing and, that such city is bound by the terms contained in this Third Amendment.

CITY OF SHORELINE

By:

City Manager

Date: _____, 2023

Approved as to form:

City Attorney

TOWN OF WOODWAY

By:

Mayor

Date: _____, 2023

Approved as to form:

Town Attorney

**GRANT AGREEMENT
BETWEEN
THE STATE OF WASHINGTON,
OFFICE OF THE SECRETARY OF STATE,
ARCHIVES AND RECORDS MANAGEMENT DIVISION,
AND
TOWN OF WOODWAY**

This Grant Agreement (this "Agreement") is entered into between the state of Washington, Office of the Secretary of State, Division of Archives and Records Management (hereinafter referred to as "OSOS"), and **Town of Woodway** (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, a local government grants program was authorized and funded by Chapter 303, State of Washington Laws of 2017; and

WHEREAS, the purpose of this program is to help local governments use technology to improve their records retention, management and disclosure of public records processes, as authorized under RCW 40.14.026, through the Archives and Records Management Division's Local Records Grant Program (hereinafter referred to as the "Program");and

WHEREAS, the Program was established to provide funds to local entities to accomplish the Program's purposes; and

WHEREAS, by virtue of a competitive process, Grantee was conditionally identified for award of the Grant Amount (as hereinafter defined); and

WHEREAS, OSOS and Grantee desire to set forth in detail the terms and conditions governing the award and disbursement of the Grant Amount to Grantee.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, OSOS and Grantee mutually agree as follows:

1. STATEMENT OF WORK

Grantee will provide services and staff, and otherwise do all things necessary for or incidental to the performance of the work. Grantee will perform the work as described in the Award Determination attached hereto as Exhibit A and incorporated herein by this reference.

The Program requires both the narrative and financial components of Program progress reports be completed during the project period. Documentation of expenditures is required. Grantee shall submit reports to:

Bonnie Hood, Coordinator
Local Records Grant Program
Washington State Archives
1129 Washington St SE
Olympia, WA 90504-0238

Upon completion of the project work and prior to disbursement of the Grant Amount, Grantee shall participate in a survey conducted by OSOS.

2. PERIOD OF PERFORMANCE

Subject to the other provisions of this Agreement, the period of performance of this Agreement shall commence on date of execution and be completed no later than **5/31/2024** unless terminated sooner as provided herein.

3. PAYMENT

No grant funds will be disbursed in advance to Grantee. All grant funds will be held by OSOS. In consideration for the work conducted as described in Exhibit A, and Grantee's compliance with the other terms and conditions of this Agreement, Grantee shall submit invoices for completed work to the OSOS Project Manager for processing by OSOS. Subject to the other provisions of this Agreement, this grant is not to exceed the amount of **\$20,000** (the "Grant Amount") as set forth on Exhibit A.

Payment for approved and completed work will be made by warrant or account transfer by OSOS within 30 calendar days of a satisfactorily completed invoice and Grantee's compliance with all other terms and conditions of this Agreement. Satisfactorily completed is defined as having all the information required for processing by OSOS Financial Services. In addition to a Federal Tax ID number, Grantee must provide OSOS a Statewide Vendor Number (SWV#). Payment cannot be made without these numbers on file. **The Contract number G-7887 and Statewide Vendor number must be referenced on each reimbursement claim in order for the claim to be processed.**

Costs incurred prior to the effective date of this Agreement shall be disallowed. Should Grantee incur costs prior to the effective date of this Agreement, it does so at its own risk. WAC 434-670-020.

4. RECORDS MAINTENANCE AND MONITORING PROJECTS FOR PROGRAM AND FISCAL COMPLIANCE

Specific accounting requirements for the Program include but are not limited to:

- All changes to the approved project (project scope, budget, personnel), must be requested in writing to, and approved by, the State Archivist.
- Imaging completed as a result of this grant must meet the Washington State Standards for Production and Use of Microfilm.
- Grant work must be monitored in progress. OSOS staff may visit the work site for review at any time during the project.
- Grantee is responsible to adhere to its own applicable purchasing policies and requirements.
- Grantee must participate in a survey conducted by OSOS following completion of the project work.

5. GRANT MANAGEMENT

The Project Manager for each of the parties identified below shall be the contact person for communications regarding the performance of this Agreement. Invoices shall be sent to the OSOS Project Manager. Should questions arise during the processing of invoices, send inquiries to payables@sos.wa.gov.

Heidi Napolitano

Town of Woodway
23920 113th Place W.
Woodway, WA 98020
Phone: (206) 542-4443
E-mail address: heidi@townofwoodway.com

Bonnie Hood

Office of the Secretary of State
Washington State Archives and Records Management
1129 Washington St. SE
Post Office Box 40238
Olympia, Washington 98504-0238
Phone: 360-586-7810
E-mail address: bonnie.hood@sos.wa.gov

6. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of

APPROVED AS TO FORM

Attorney General's Office

EXHIBIT A

AWARD DETERMINATION
TOWN OF WOODWAY

The following table illustrates the grant budget as proposed by your agency - with the items that were funded, and the items that were awarded with conditions.

Budget Item	Amount Requested	Amount Funded	Stipulations/Conditions
Temporary Personnel/ Supplies/ Destruction Services	\$20,000.00	\$20,000.00	<p>Temporary staff, Washington State Archives records boxes, and records destruction services required to inventory and organize the agency's paper/analog records, and to disposition any paper/analog records that have met their minimum required retention period.</p> <p>Upon prior approval from Washington State Archives, Agency may reallocate a portion of their funding to cover other supplies necessary for their project.</p> <p>Funds will not be used for any ineligible expenses, including but not limited to:</p> <ul style="list-style-type: none"> • Existing FTE hours • Overtime hours (any time exceeding 40 hours per week) • Any staff time spent: <ul style="list-style-type: none"> ○ scanning/digitizing records ○ organizing digital records ○ responding to public records requests • Capital improvements • Non-Washington State Archives records boxes • Unapproved shelving and file cabinets <p><i>All reimbursement requests to be submitted by May 31, 2024.</i></p>
TOTAL		\$20,000.00	Not to exceed amount listed.

TOWN OF WOODWAY

COUNCILMEMBER APPOINTMENT PROCESS

- A. Anyone interested in applying for the vacant Council seat must submit a letter of interest to the Town Council. In addition to the letter of interest, applicants may submit written responses, which should be no more than 1 page, to two of the questions in “B” below. Applicants will be asked to discuss the questions in “B” orally during the interview process. Written responses are entirely optional. All letters of interest and written responses are due October 9, 2023. Please email them to heidi@townofwoodway.com.
- B. The questions below will be addressed during the oral interviews conducted by the full Council. Applicants may choose to respond in writing to not more than two of the questions prior to the meeting. Written responses are optional. Please limit responses to one page total.
1. Why do you want to serve on the Town Council?
 2. What experiences, talents or skills would you bring to the Council and the community that you would like to highlight?
 3. What do you feel are the top two issues that the Town is facing today?
 4. How would you deal with a circumstance where you did not vote for/support a decision approved by your Council colleagues?
- C. Applicant Interviews (Held during regular Council meeting on October 16, 2023)
1. Mayor will open the interviews and explain the process: interviews, possible Council executive session, open discussion by the Council, and then voting during the public meeting. Applicants will be encouraged to leave the Council chambers during other applicants’ interviews.
 2. Applicants will be interviewed in alphabetical order of their last name.
 3. Questions for all applicants:
 - a. Town Council actions or decisions are not always popular with residents. How would you handle a phone call from a resident who is angry with the decision made?
 - b. Follow up questions that may arise from each applicant’s written questionnaire. This may or may not occur, depending on the applicant’s responses.

4. Characteristics that Council may be looking for in an applicant:

- Good fit with existing Councilmembers & Town staff
- Interest in learning about new issues
- Fiscal stewardship
- Strategic thinker
- Sense of community
- Sensitive to Woodway's place/standing in Snohomish County
- Aware of "grey areas," complexities of issues

D. Once all the interviews are completed, Council will adjourn to Executive Session to discuss what characteristics and strengths have been demonstrated that are important in making a selection. Individual applicants' qualifications can be discussed but no polling is allowed.

E. Council returns to regular session to take nominations and vote.

1. Councilmembers will be called in Council position number order to nominate candidates. No second is needed.
2. After all nominations have been made, the Council will discuss the qualifications of the nominated candidates. The Councilmember who made the nomination will begin the discussion.
3. After the discussion, the nominees will be considered in the order in which they were nominated. The first applicant with the three or more votes constitutes a majority and is therefore elected to fill the Council vacancy.

F. In the event that no candidate receives three votes, the Mayor will ask the Councilmembers to discuss the qualifications of the candidates receiving the highest number of votes. Then another vote would be taken in the same order as the original voting, including only the candidates that received the highest number of votes.