

**TOWN OF WOODWAY  
COUNCIL MEETING AGENDA**

**MONDAY, NOVEMBER 20, 2023  
6:00 P.M.**

**Woodway Town Hall | 23920 113<sup>th</sup> 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>November 20, 2023 Claims</i>
6:10 P.M.	II	Approval of Minutes – <i>November 6, 2023; November 6, 2023 Special Meeting</i>
6:15 P.M.	III	Council Reports
6:20 P.M.	IV	Mayor’s Report
6:25 P.M.	V	Town Administrator’s Report
6:30 P.M.	VI	Ordinance 2023-650: 2024 Budget
6:40 P.M.	VII	Resolution 2023-455: 2024 Property Tax
6:45 P.M.	VIII	Ordinance 2023-651: Salary Schedule
6:50 P.M.	IX	Ordinance 2023-652: 2023 Budget Amendment – 1 <sup>st</sup> Read
7:00 P.M.	X	Resolution 2023-456: Cash Deposits
7:05 P.M.	XI	Dept. of Commerce Grant Contract for Comprehensive Plan Update: 2023-2024
7:10 P.M.		Public Comments*
7:15 P.M.		General Council Discussion – Choice of Subjects
7:20 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.”

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Clerk Treasurer

The following transactions are approved for 2023 payment:

Claims checks #14354 through 14368 and EFT # 1528 .....\$110,598.99

This 20<sup>th</sup> day of November 2023.

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Mayor

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Councilmember

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Councilmember

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Councilmember

\*Note: two large items are being paid

- \$9,676.33 for October 2023 engineering services, including \$2,011.25 for the stormwater comp plan update, \$4,574.58 reimbursable, and \$3,090.50 for general services (Twin Maples speed humps bid preparation and issuance)
- \$94,170.63 for 2023 bond payment and 2<sup>nd</sup> half interest payment

# TOWN OF WOODWAY COUNCIL MEETING MINUTES

MONDAY, NOVEMBER 6, 2023  
6:00 P.M.

Woodway Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA

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

\*Attended virtually

## CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 6:12 p.m. Councilmember Rajeev Thakur was absent.

## PUBLIC COMMENTS

The following people commented:

- Resident John Barnett
- Resident Sean McConnell
- Resident Lisa Ellstrom-Bauer
- Resident Diane Cashman
- Resident Lynda Tripp
- Resident Murph Morrill
- Richmond Beach Resident Tom McCormick
- Resident Tim Cashman
- Port of Edmonds Commissioner Jay Grant

The following subjects were addressed:

- Traffic calming in Twin Maples
- A request that the Town install Flock Security cameras at the Town's entrances
- Public safety and its relation to the Town's budget
- Bioswales in Twin Maples
- Point Wells
- Port of Edmonds budget and capital projects

### **III - PUBLIC HEARING: FINAL 2024 BUDGET**

Mayor Quinn opened the public hearing at 6:38 pm. He presented the proposed 2024 Final Budget and shared that there were not many changes from the version presented at the October 2 meeting. Mayor Quinn also gave a brief explanation of the stormwater utility fund.

The following people commented:

- Bill Krepick
- Buck Jorgensen
- Diane Cashman
- Tim Cashman
- Tom McCormick
- Carla Nichols

The following subjects were addressed:

- Police department expenses
- Public Works department expenses
- The cost of the bioswales installed in Twin Maples
- Budget management
- Whether revenues & expenses related to potential annexation of Point Wells were included in the budget/forecast
- REET Fund use
- A resident request to build access to the gazebo from the Town Hall front yard

Council discussion included:

- Public safety services costs and levels of service
- Traffic calming options and potential costs
- Using volunteers to build the requested access to the gazebo
- Requesting more information on Flock cameras

Mayor Quinn closed the public hearing at 7:15 pm.

### **IV - APPROVAL OF PAYMENTS – NOVEMBER 6, 2023 CLAIMS**

*Councilmember E. Mitchell* moved to approve the November 6, 2023 claims checks #14339 through 14353 and EFT #1477 totaling \$27,108.26. *Councilmember Brock* seconded the motion. The motion passed unanimously.

### **II - APPROVAL OF PAYMENTS – OCTOBER 2023 PAYROLL**

*Councilmember Willett* moved to approve the October 2023 payroll EFT transactions #14385 through 1455 totaling \$61,098.52. *Councilmember E. Mitchell* seconded the motion. The motion passed unanimously.

### **III - APPROVAL OF MINUTES – SEPTEMBER 18, 2023 MINUTES**

*Councilmember E. Mitchell* moved to approve the September 18, 2023 council meeting minutes. *Councilmember Willett* seconded the motion. The motion passed unanimously.

### **III - APPROVAL OF MINUTES – OCTOBER 2, 2023 MINUTES**

*Councilmember Brock* moved to approve the October 2, 2023 council meeting minutes. *Councilmember E. Mitchell* seconded the motion. The motion passed unanimously.

### **III - APPROVAL OF MINUTES – OCTOBER 16, 2023 MINUTES**

*Councilmember Willett* moved to approve the October 16, 2023 council meeting minutes. *Councilmember E. Mitchell* seconded the motion. The motion passed unanimously.

### **III - APPROVAL OF MINUTES – OCTOBER 27, 2023 SPECIAL MEETING MINUTES**

*Councilmember E. Mitchell* moved to approve the October 27, 2023 council special meeting minutes. *Councilmember Brock* seconded the motion. The motion passed unanimously.

### **IV - COUNCIL REPORTS**

*Councilmember E. Mitchell* referred to two recent meetings she was unable to attend.

### **V - MAYOR'S REPORT**

- Shared updates related to the Port of Edmonds.
- Shared updates related to the City of Edmonds: red light cameras and fire service.
- Reminded the council of the upcoming Coffee with the Mayor.

### **VI - TOWN ADMINISTRATOR'S REPORT**

- Clerk-Treasurer Napolitano shared that the Temporary Records Management Assistant position had been filled and the new employee would start on November 8.

### **VII - TWIN MAPLES SPEED HUMPS – BID REVIEW**

Public Works Director presented the bid review memo. Council discussed the cost, the proposed project, and Town-wide traffic calming tactics. The consensus of the Council was to create Town-wide traffic calming policies.

#### **ACTION:**

*Councilmember Willett* moved to reject the bid from Granite Construction Company. *Councilmember E. Mitchell* seconded the motion. The motion passed unanimously.

### **VIII - 3<sup>RD</sup> QUARTER 2023 FINANCE REPORT**

Clerk-Treasurer Napolitano presented the 3<sup>rd</sup> Quarter 2023 Finance Report.

### **IX - CASH HANDLING POLICY**

Clerk-Treasurer Napolitano presented the draft Cash Handling Policy.

**ACTION:**

*Councilmember E. Mitchell* moved to adopt the Cash Handling Policy. *Councilmember Willett* seconded the motion. The motion passed unanimously.

**X - DEPT. OF COMMERCE GRANT CONTRACT FOR COMPREHENSIVE PLAN UPDATE: 2023-2024**

The contract was not ready for review. Postponed to the next meeting.

**PUBLIC COMMENTS**

Resident Alan Doman commented on traffic in the Twin Maples neighborhood.

**GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS**

Council discussed the need to schedule a study session for January. They also discussed Point Wells and how to communicate with residents about the potential Point Wells annexation.

**ADJOURNMENT**

*Councilmember Brock* moved to adjourn the meeting. *Councilmember E. Mitchell* seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:17 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

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Heidi K. S. Napolitano, Clerk-Treasurer

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Michael S. Quinn, Mayor

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

**TOWN OF WOODWAY  
COUNCIL SPECIAL MEETING MINUTES**

**MONDAY, NOVEMBER 6, 2023  
5:00 P.M.**

**Woodway Town Hall | 23920 113<sup>th</sup> Place W. | Woodway, WA**

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

**CALL TO ORDER, ROLL CALL**

Mayor Quinn called the meeting to order at 5:00 p.m. Councilmember Rajeev Thakur was absent.

**I - COMMUNITY DISCUSSION ON POLICE SERVICES**

The Council hosted a community discussion of police services that included a presentation on the budget and how it relates to police, and on overall public safety in Washington State and Woodway specifically. A robust community discussion followed.

**ADJOURNMENT**

The meeting was adjourned at 6:04 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

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Heidi K. S. Napolitano, Clerk-Treasurer

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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

## ORDINANCE 2023-650

AN ORDINANCE OF THE TOWN OF WOODWAY, WASHINGTON ADOPTING THE BUDGET FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, in accordance with R.C.W. 35A.33.075, the estimates of expenditures and the amount of monies required to meet the public expenses of the government of the Town of Woodway for the fiscal year ending December 31, 2024, were filed with the Town Clerk Treasurer in September 2023; and

WHEREAS, a notice of a public hearing in consideration of the 2024 Budget was published in a newspaper of general circulation in the local area at least ten days prior to said hearing, which was held at the hour and place specified in the notice; and WHEREAS, as provided in RCW 35A.33, the Town Council did determine and fix the ad valorem taxes to be levied for 2024; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property of the Town of Woodway for the purposes set forth in said budget;

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

Section 1. The required expenditures for the various needs and the operation of the government of the Town of Woodway, for the fiscal year ending December 31, 2024, are fixed as attached in Exhibit A.

Section 2. The Stormwater Utility Fund shall transfer \$45,596 to the General Fund to offset work done by the Public Works staff on stormwater system maintenance & repair.

Section 3. In 2023, the General Fund 001 loaned \$90,000 to the Stormwater Utility Fund 420, with interest in the amount of 4% annually until repaid in full. The Stormwater Utility Fund 420 will repay the General Fund in three payments, one per year in 2024, 2025, and 2026. The 2024 principal payment will be \$30,000. The interest payment will be \$3,600.

Section 4. A complete copy of the final budget for 2024, as adopted, together with a copy of this adopting ordinance, shall be transmitted by the Clerk-Treasurer to the Office of the State Auditor of the State of Washington, Division of Municipal Corporation, and to the Association of Washington Cities.



Section 5. If any part or portion of this Ordinance is declared invalid for any such reason, such declaration of invalidity shall not affect any remaining portion.

Section 6. This Ordinance shall take effect 5 days after date of publication by ordinance title only.

PASSED this 20<sup>th</sup> day of November 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

\_\_\_\_\_  
Michael S. Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Greg Rubstello, Town Attorney

Date Passed by the Town Council:

Date Published:

Effective Date:

Ordinance 2023-650 | Exhibit A

2024 Town of Woodway Annual Budget

Fund	Description	Estimated BFB	Revenues	Expenditures & Transfers	Estimated EFB
001	General	\$2,485,199	\$2,124,144	\$2,402,637	\$2,206,706
002	Replacement Reserve	72,760	20,000	10,000	82,760
004	Deposit	0	0	0	0
107	Affordable Housing Sales Tax	4,503	1,700	1,700	4,503
301	Capital Projects (REET)	333,806	120,000	136,450	317,356
420	Stormwater Utility	42,639	84,500	126,638	501
<b>Totals</b>		<b>\$2,938,907</b>	<b>\$2,350,344</b>	<b>\$2,677,425</b>	<b>\$2,611,826</b>

Town of Woodway  
2024 Final Budget Forecast

Beginning Fund Bal	2020	2021	2022	2023	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Operating Funds Beginning Balances	1,727,103	1,647,164	2,115,740	2,569,184	2,569,184	2,557,959	2,289,466	1,938,190	1,514,290	951,381	329,565	(413,260)	(1,234,411)	(2,165,021)	(3,166,786)

Operating Funds	2020	2021	2022	2023 Budgeted	2023 Projected	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Revenues	2,124,552	2,615,315	2,600,986	2,254,303	2,410,219	2,144,144	2,072,466	2,060,644	2,041,746	2,052,378	2,062,390	2,077,174	2,098,445	2,120,091	2,142,109
Expenses	(2,204,491)	(2,146,739)	(2,147,542)	(2,444,952)	(2,421,443)	(2,412,637)	(2,423,742)	(2,484,545)	(2,604,654)	(2,674,194)	(2,805,215)	(2,898,325)	(3,029,055)	(3,121,856)	(3,282,045)
	(79,939)	468,576	453,443	(190,649)	(11,224)	(268,493)	(351,276)	(423,901)	(562,908)	(621,816)	(742,825)	(821,151)	(930,610)	(1,001,765)	(1,139,936)

## Town of Woodway | 2024 Final Budget

<i>General Fund</i>	<b>2023 Budget</b>	<b>2023 Projected</b>	<b>2024 Proposed</b>	
Beginning Fund Balance	2,512,165	2,512,165	2,485,199	2023 Budget vs Projected
Revenues	2,234,303	2,389,419	2,124,144	Difference in revenue: 155,116
Expenses	2,434,242	2,416,385	2,402,637	Difference in expenses: 17,857
Ending Fund Balance	2,312,226	2,485,199	2,206,706	
<i>Replacement Reserve Fund</i>	<b>2023 Budget</b>	<b>2023 Projected</b>	<b>2024 Proposed</b>	
Beginning Fund Balance	57,019	57,019	72,760	2023 Budget vs Projected
Revenues	20,000	20,000	20,000	Difference in revenue: -
Expenses	10,710	4,258	10,000	Difference in expenses: 6,452
Ending Fund Balance	66,309	72,760	82,760	
<i>Deposit Fund</i>	<b>2023 Budget</b>	<b>2023 Projected</b>	<b>2024 Proposed</b>	
Beginning Fund Balance	-	-	-	2023 Budget vs Projected
Revenues	-	800	-	Difference in revenue: 800
Expenses	-	800	-	Difference in expenses: (800)
Ending Fund Balance	-	-	-	
<i>Affordable Housing Sales Tax Fund</i>	<b>2023 Budget</b>	<b>2023 Projected</b>	<b>2024 Proposed</b>	
Beginning Fund Balance	4,503	4,503	4,503	2023 Budget vs Projected
Revenues	1,700	1,700	1,700	Difference in revenue: -
Expenses	1,700	1,700	1,700	Difference in expenses: -
Ending Fund Balance	4,503	4,503	4,503	
<i>Capital Projects Fund (REET)</i>	<b>2023 Budget</b>	<b>2023 Projected</b>	<b>2024 Proposed</b>	
Beginning Fund Balance	473,603	473,603	333,806	2023 Budget vs Projected
Revenues	120,000	138,637	120,000	Difference in revenue: 18,637
Expenses	266,336	278,435	136,450	Difference in expenses: (12,099)
Ending Fund Balance	327,267	333,806	317,356	
<i>Stormwater Utility Fund</i>	<b>2023 Budget</b>	<b>2023 Projected</b>	<b>2024 Proposed</b>	
Beginning Fund Balance	18,448	18,448	42,639	2023 Budget vs Projected
Revenues	172,000	178,465	84,500	Difference in revenue: 6,465
Expenses	154,346	154,274	126,638	Difference in expenses: 72
Ending Fund Balance	36,102	42,639	501	

Town of Woodway | 2024 Final Budget Revenues

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	11-17 ytd	2023 Projected	2024 Proposed	Notes
General Fund	2,022,875	2,595,315	2,580,986	2,234,303	1,912,187	2,389,419	2,124,144	2020 includes \$60k in CARES funding; 2021 & 2022 include \$194k in ARPA funding each year
Replacement Reserve Fund	20,000	20,000	20,000	20,000	20,000	20,000	20,000	
Deposit Fund	81,677	-	-	-	800	800	-	
Affordable Housing Sales Tax Fund	494	2,244	1,765	1,700	1,361	1,700	1,700	
Capital Projects Fund (REET)	258,515	424,035	205,043	120,000	138,637	138,637	120,000	Conservative revenue projection because we only spend money in the bank
Stormwater Utility Fund	95,967	84,447	95,935	172,000	178,465	178,465	84,500	
Agency Fund	6,299	4,720	3,730	-	8,647	8,647	-	
Grand Total	2,485,827	3,130,762	2,907,458	2,548,003	2,260,098	2,737,668	2,350,344	

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	11-17 ytd	2023 Projected	2024 Proposed	Notes
General Fund	2,022,875	2,595,315	2,580,986	2,234,303	1,912,187	2,389,419	2,124,144	
General	1,622,504	1,971,223	2,021,950	1,804,008	1,752,959	1,910,075	1,849,219	
Property Tax	1,115,915	1,163,486	1,152,965	1,174,038	1,074,385	1,174,038	1,205,437	Includes 1% increase for 2024 pursuant to state law (\$12k) plus additional increase for new construction
Sales/Excise Taxes	202,254	262,042	258,157	190,000	209,433	244,090	200,000	Includes sales tax on building materials and items delivered to Woodway
Utility Taxes/Fees	187,378	303,829	301,763	296,570	328,147	338,589	297,977	
Licenses/Other Permits/Fees	11,032	11,729	10,581	10,250	10,850	10,950	10,250	
Intergovernmental Revenue	87,139	221,930	221,597	26,923	24,607	27,156	47,505	2024 includes \$20k grant for records management; 2020 includes \$60k in CARES funding; 2021 & 2022 include \$194k in ARPA funding each year
Interest	15,411	3,199	33,232	101,577	90,821	101,984	83,400	2023 reflects rising interest rates on unallocated fund balances
Fines	1,500	500	250	500	-	500	500	
Other Revenue	1,875	4,508	21,561	4,150	13,067	12,768	4,150	2022 includes insurance reimbursements
Facility Rental	-	-	-	-	1,650	-	-	
Interfund Loans & Transfers	-	-	21,844	-	-	-	-	
Building & Planning	204,456	127,252	99,877	122,250	91,801	144,730	129,838	
Development Permits/Fees	149,640	92,298	70,611	45,750	77,489	78,230	54,338	
Development Permits/Fees - Reimbursement	54,816	34,954	29,265	26,000	14,313	16,000	26,000	
Licenses/Other Permits/Fees	-	-	-	-	-	-	-	
Intergovernmental Revenue	-	-	-	50,500	-	50,500	49,500	Comprehensive Plan Update grant revenue
Public Works & Parks	161,797	453,276	419,828	276,487	30,568	295,918	109,078	The transfers listed on the next page will happen at the end of the year
Development Permits/Fees	10,645	6,237	25,774	3,675	8,821	8,821	3,675	
Development Permits/Fees - Reimbursement	-	-	-	-	-	-	-	
Licenses/Other Permits/Fees	-	50	-	50	-	50	50	
Intergovernmental Revenue	26,708	27,428	26,626	27,451	21,747	27,451	26,157	State shared fuel tax revenue
Interest	-	-	-	-	-	-	3,600	
Other Revenue	-	-	1,859	-	-	-	-	

Town of Woodway | 2024 Final Budget Revenues

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	11-17 ytd	2023 Projected	2024 Proposed
Interfund Loans & Transfers	124,444	419,561	365,569	245,311	-	259,596	75,596
Public Safety	34,118	43,563	39,331	31,558	36,858	38,695	36,009
Sales/Excise Taxes	25,944	30,290	32,049	25,469	26,908	30,000	30,000
Intergovernmental Revenue	4,255	10,014	4,912	2,889	4,353	2,898	3,009
Fines	3,769	3,223	2,369	3,200	5,597	5,797	3,000
Other Revenue	150	36	-	-	-	-	-
Replacement Reserve Fund	20,000	20,000	20,000	20,000	20,000	20,000	20,000
General	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Property Tax	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Deposit Fund	81,677	-	-	-	800	800	-
General	81,677	-	-	-	800	800	-
Facility Rental	-	-	-	-	800	800	-
Interfund Loans & Transfers	81,677	-	-	-	-	-	-
Affordable Housing Sales Tax Fund	494	2,244	1,765	1,700	1,361	1,700	1,700
General	494	2,244	1,765	1,700	1,361	1,700	1,700
Sales/Excise Taxes	494	2,244	1,765	1,700	1,361	1,700	1,700
Capital Projects Fund (REET)	258,515	424,035	205,043	120,000	138,637	138,637	120,000
General	258,515	424,035	205,043	120,000	138,637	138,637	120,000
REET	258,515	424,035	205,043	120,000	138,637	138,637	120,000
Interest	-	-	-	-	-	-	-
Interfund Loans & Transfers	-	-	-	-	-	-	-
Stormwater Utility Fund	95,967	84,447	95,935	172,000	178,465	178,465	84,500
Public Works & Parks	95,967	84,447	95,935	172,000	178,465	178,465	84,500
Utility Taxes/Fees	83,962	83,587	85,112	82,000	84,582	84,582	84,500
Fines	60	860	1,038	-	931	931	-
Other Revenue	11,945	-	9,785	-	2,952	2,952	-
Interfund Loans & Transfers	-	-	-	90,000	90,000	90,000	-
Agency Fund	6,299	4,720	3,730	-	8,647	8,647	-
General	6,071	4,586	3,608	-	8,478	8,478	-
Sales/Excise Taxes	-	3	33	-	10	10	-
Fines	6,071	4,584	3,576	-	8,468	8,468	-
Building & Planning	228	130	122	-	169	169	-
Development Permits/Fees	228	130	122	-	169	169	-
Public Safety	-	4	-	-	-	-	-
Other Revenue	-	4	-	-	-	-	-
Grand Total	2,485,827	3,130,762	2,907,458	2,548,003	2,260,098	2,737,668	2,350,344

Notes

Includes annual transfers from Stormwater Fund for stormwater work performed by Public Works; 2024 includes \$30k interfund loan repayment from Stormwater Fund; 2021-2023 include transfers from REET per RCW 82.46 (\$380k in 2021; \$320k in 2022; ~\$210k in 2023)
State shared sales tax revenue
Woodway Pointe development deposit (refunded in 2020)
2024 will likely have a budget amendment after the Stormwater Comp Plan update is completed
One-time capital facilities charges for new homes
Interfund loan received from the General Fund

Town of Woodway | 2024 Final Budget Expenses

	2020	2021	2022	2023	11-17 ytd	2023	2024	Notes
	Actual	Actual	Actual	Budgeted		Projected	Proposed	
General Fund	2,023,811	2,146,217	2,123,851	2,434,242	2,100,986	2,416,385	2,402,637	
Replacement Reserve Fund	10,943	522	23,691	10,710	4,258	4,258	10,000	
Deposit Fund	81,677	-	-	-	600	800	-	
Affordable Housing Sales Tax Fund	-	-	-	1,700	-	1,700	1,700	
Capital Projects Fund (REET)	68,501	454,546	602,371	266,336	64,435	278,435	136,450	
Stormwater Utility Fund	64,900	124,090	157,110	154,346	93,471	154,274	126,638	
Agency Fund	6,299	4,720	3,730	-	5,132	5,132	-	
Grand Total	2,256,131	2,730,095	2,910,754	2,867,334	2,268,883	2,860,984	2,677,425	

	2020	2021	2022	2023	11-17 ytd	2023	2024	Notes
	Actual	Actual	Actual	Budgeted		Projected	Proposed	
General Fund	2,023,811	2,146,217	2,123,851	2,434,242	2,100,986	2,416,385	2,402,637	
General	497,034	432,108	429,029	509,506	377,060	490,546	497,555	
Salaries & Benefits	209,953	211,980	221,263	263,041	193,408	245,561	271,321	Includes 1.5 FTE (Town Administrator & Clerk-Treasurer), all of staff's retention bonus amount, and, in 2023 & 2024, a temporary records retention specialist reimbursed by grant funding
Operating Expenses	43,176	42,102	45,973	60,424	43,562	50,588	60,137	
Utilities	23,655	23,113	23,469	26,492	19,703	27,133	22,029	
Insurance	10,767	18,730	22,790	15,308	15,783	15,783	21,127	25% property & liability insurance costs increase
Governmental Services	9,352	32,332	6,957	35,700	2,716	33,400	8,200	2023 includes State Auditor costs, which is an every-other-year expense
Supplies	6,788	5,178	4,162	5,000	1,904	3,000	5,040	
New Equipment	6,019	5,012	4,043	4,500	807	1,500	4,500	
Equipment Maintenance	1,654	936	1,010	1,800	291	1,050	1,800	
Contract/Prof. Services - Legal	50,952	31,496	38,394	37,500	40,355	54,000	40,000	
Fairs & Events	-	4,587	5,828	6,100	4,840	4,840	6,210	
Debt Service	53,041	56,641	55,141	53,641	53,691	53,691	57,191	
Interfund Loans & Transfers	81,677	-	-	-	-	-	-	
Contingency	-	-	-	-	-	-	-	
Building & Planning	240,893	235,559	257,809	300,783	280,895	337,310	304,961	
Salaries & Benefits	108,514	130,806	158,927	171,688	142,501	174,026	181,106	Includes 1.5 FTE (Dep. Clerk-Treas./Permit Tech, Building Official, & Building Inspector)
Operating Expenses	305	1,407	540	3,495	2,154	3,675	3,465	
Governmental Services	-	-	11,721	-	16,673	17,000	-	
Supplies	-	-	-	100	-	100	100	
Contract Services - Fire & BLS	1,119	-	4,493	1,500	-	1,500	1,500	
Contract/Prof. Services - Other	74,663	64,687	37,311	53,000	64,268	78,000	53,000	Includes engineering, planning, & hearing examiner costs. 2020 includes updates to tree and clearing & grading codes. 2023 includes increased planning costs for ADUs, wellhead protection, hazard mitigation, and floodplain regulations, and Point Wells.
Contract/Prof. Services - Other - Reimbursible	56,292	38,660	44,817	71,000	55,299	63,009	65,790	2022-2024 include a required Comprehensive Plan update. \$100k will be reimbursed through a state grant

Town of Woodway | 2024 Final Budget Expenses

	2020	2021	2022	2023	11-17 ytd	2023	2024	Notes
	Actual	Actual	Actual	Budgeted		Projected	Proposed	
Public Works & Parks	395,447	570,893	479,195	607,718	473,009	590,246	526,919	
Salaries & Benefits	287,265	331,553	360,660	367,844	278,081	334,854	353,181	Includes 3 FTE (Public Works Director, 2 Crew) and REET-funded summer help (two in 2021 and 2022, one in 2023). In 2024, there will be one summer crew member, not funded by REET.
Operating Expenses	443	1,072	538	3,225	2,515	3,209	4,504	
Insurance	12,270	13,630	15,067	25,030	25,386	25,386	34,572	25% property & liability insurance costs increase
Supplies	5,104	5,100	4,423	4,681	3,367	3,663	4,000	
Fuel & Oil	3,353	6,355	6,576	5,300	3,379	5,300	5,500	
New Equipment	1,534	3,181	2,041	10,000	1,965	2,000	2,500	2023 includes budget for 1 electric backpack blower & 1 electric line trimmer (not going to be purchased)
Equipment Maintenance	2,739	3,698	11,204	4,110	1,039	2,441	4,500	
Vehicle Maintenance	3,953	2,426	1,907	3,540	2,049	3,000	3,000	
Facility Management	31,249	128,882	45,486	48,188	31,721	46,949	63,162	2024 includes \$15k for Town Hall exterior staining
Contract/Prof. Services - Other	47,536	74,995	31,294	45,800	33,508	73,445	52,000	2023 includes \$21k more than budgeted for ROW hazard tree removal
Interfund Loans & Transfers	-	-	-	90,000	90,000	90,000	-	Interfund loan to the Stormwater Fund
Public Safety	890,437	907,656	957,818	1,016,235	970,022	998,283	1,073,202	
Salaries & Benefits	91,821	87,602	80,551	106,933	71,563	90,215	114,562	Includes 0.75 FTE (7 part-time employees - Police Chief, Deputy Chief, 4 officers, police records clerk). ARPA funded: \$53k in 2021 and fully funded in 2022 & 2023
Operating Expenses	267	77	75	2,000	152	300	1,800	
Utilities	480	480	480	1,115	928	1,115	1,148	
Insurance	7,047	7,865	9,255	25,030	25,386	25,386	34,572	25% property & liability insurance costs increase
Supplies	270	393	510	1,350	15	850	1,350	
Fuel & Oil	996	1,182	1,485	1,260	1,191	1,260	1,450	
New Equipment	-	-	4,721	1,000	-	500	1,000	
Equipment Maintenance	154	-	210	274	-	274	282	
Contract/Prof. Services - Legal	-	-	2,100	4,200	3,500	4,200	4,200	Prosecutor services
Vehicle Maintenance	229	1,980	2,197	1,250	9	1,250	1,500	
Facility Management	-	210	-	463	-	463	500	
Contract Services - Fire & BLS	558,931	575,699	592,970	610,764	610,759	610,764	629,087	3% annual increase
Contract Services - Police/Dispat	228,338	230,424	261,447	258,513	253,928	258,873	278,856	7.8% annual increase for 2023 & 2024
Contract/Prof. Services - Other	1,904	1,744	1,816	2,083	2,591	2,833	2,895	
Replacement Reserve Fund	10,943	522	23,691	10,710	4,258	4,258	10,000	
General	-	-	23,691	10,710	4,258	4,258	-	
New Equipment	-	-	23,691	10,710	4,258	4,258	-	2022 includes network equipment, new copy machine; 2023 includes audio equipment for council chambers and network equipment
Public Works & Parks	10,943	522	-	-	-	-	10,000	
New Equipment	10,943	522	-	-	-	-	10,000	
New Vehicle	-	-	-	-	-	-	-	



Town of Woodway | 2024 Final Budget Expenses

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	11-17 ytd	2023 Projected	2024 Proposed	Notes
Deposit Fund	81,677	-	-	-	600	800	-	
General	-	-	-	-	600	800	-	
Facility Rental	-	-	-	-	600	800	-	
Building & Planning	81,677	-	-	-	-	-	-	
Other Expenses	81,677	-	-	-	-	-	-	Woodway Pointe development deposit refunded in 2020
Affordable Housing Sales Tax F	-	-	-	1,700	-	1,700	1,700	
General	-	-	-	1,700	-	1,700	1,700	
Operating Expenses	-	-	-	1,700	-	1,700	1,700	
Capital Projects Fund (REET)	68,501	454,546	602,371	266,336	64,435	278,435	136,450	
General	60,000	60,000	81,844	60,000	60,000	60,000	60,000	
Capital Projects	-	-	-	-	-	-	-	
Debt Service	60,000	60,000	60,000	60,000	60,000	60,000	60,000	Town Hall bond payments
Interfund Loans & Transfers	-	-	21,844	-	-	-	-	
Public Works & Parks	8,501	394,546	520,527	206,336	4,435	218,435	76,450	
Capital Projects - Grants	8,501	-	-	-	-	-	-	
Facility Management	-	-	-	-	4,435	4,435	1,450	
Capital Projects	-	14,546	200,527	10,000	-	-	75,000	2024 includes road overlays/asphalt maintenance as provided in Council's 2024-2029 Transportation Improvement Plan
Interfund Loans & Transfers	-	380,000	320,000	196,336	-	214,000	-	REET transfer to the General Fund in 2021-2023 pursuant to new temporary provisions in RCW 82.46
Stormwater Utility Fund	64,900	124,090	157,110	154,346	93,471	154,274	126,638	2024 will likely have a budget amendment after the Stormwater Comp Plan update is completed
Public Works & Parks	64,900	124,090	157,110	154,346	93,471	154,274	126,638	
Operating Expenses	2,722	3,961	4,237	4,600	4,252	4,311	4,494	
Governmental Services	-	4,959	5,008	5,151	5,003	5,151	5,070	Utility tax remittance
Supplies	647	767	1,762	999	896	896	1,250	
Contract/Prof. Services - Legal	-	-	371	-	-	-	-	
Facility Management	3,879	11,045	14,750	10,000	16,629	16,629	4,000	2024 will likely have a budget amendment after the Stormwater Comp Plan update is completed
Contract/Prof. Services - Other	-	-	45,539	88,000	47,483	62,483	32,628	The original stormwater comprehensive plan was created in 2006; 2022 includes Phase I of the Stormwater Comprehensive Plan update. Phase II will be in 2023/2024
Other Expenses	-	-	-	-	-	-	3,600	
Capital Projects	21,268	63,796	39,874	-	19,209	19,209	-	Twin Maples and Kulshan Road stormwater projects
Interfund Loans & Transfers	36,384	39,561	45,569	45,596	-	45,596	75,596	Annual transfer to general fund for Public Works stormwater work; 2024 includes the \$30k interfund loan payment
Agency Fund	6,299	4,720	3,730	-	5,132	5,132	-	
General	6,071	4,658	3,608	-	5,034	5,034	-	
Governmental Services	6,071	4,658	3,608	-	5,034	5,034	-	
Building & Planning	227	59	122	-	98	98	-	
Governmental Services	227	59	122	-	98	98	-	
Public Safety	-	4	-	-	-	-	-	
Governmental Services	-	4	-	-	-	-	-	
Grand Total	2,256,131	2,730,095	2,910,754	2,867,334	2,268,883	2,860,984	2,677,425	

**Resolution No.** 2023-455  
**RCW 84.55.120**

**WHEREAS**, the Town Council of the Town of Woodway has met and considered  
(Governing body of the taxing district) (Name of the taxing district)  
its budget for the calendar year 2024; and,

**WHEREAS**, the districts actual levy amount from the previous year was \$ 1,208,839.35; and,  
(Previous year's levy amount)

**WHEREAS**, the population of this district is ☐ more than or ☒ less than 10,000; and now, therefore,  
(Check one)

**BE IT RESOLVED** by the governing body of the taxing district that an increase in the regular property tax levy  
is hereby authorized for the levy to be collected in the 2024 tax year.  
(Year of collection)

The dollar amount of the increase over the actual levy amount from the previous year shall be \$ 12,088.39  
which is a percentage increase of 1% from the previous year. This increase is exclusive of  
(Percentage increase)

additional revenue resulting from new construction, improvements to property, newly constructed wind turbines,  
solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, any annexations  
that have occurred and refunds made.

Adopted this 20 day of November, 2023.

_____	_____
_____	_____
_____	_____

**If additional signatures are necessary, please attach additional page.**

This form or its equivalent must be submitted to your county assessor prior to their calculation of the property tax levies. A certified budget/levy request, separate from this form is to be filed with the County Legislative Authority no later than November 30<sup>th</sup>. As required by RCW 84.52.020, that filing certifies the total amount to be levied by the regular property tax levy. The Department of Revenue provides the "Levy Certification" form (REV 64 0100) for this purpose. The form can be found at: <http://dor.wa.gov/docs/forms/PropTx/Forms/LevyCertf.doc>.

To ask about the availability of this publication in an alternate format, please call 1-800-647-7706. Teletype (TTY) users may use the Washington Relay Service by calling 711. For tax assistance, call (360) 534-1400.

# TOWN OF WOODWAY

## ORDINANCE 2023-651

AN ORDINANCE OF THE TOWN OF WOODWAY AMENDING CHAPTER 2.16,  
REVISING THE SALARY SCHEDULE; PROVIDING FOR SEVERABILITY;  
ESTABLISHING AN EFFECTIVE DATE; AND AUTHORIZING SUMMARY  
PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, Title 2 of the Town of Woodway Municipal code (WMC) identifies certain positions and associated compensation amounts for Town employees; and

WHEREAS, the Town Council of the Town of Woodway is authorized by Washington statute to set the compensation for Town officers and employees; and

WHEREAS, the Town Council wishes to revise the compensation range for certain positions;

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

Section 1. Section 2.16.010 of the Woodway Municipal Code, concerning the Compensation of Officers and Employees is hereby amended to read as follows (deletions shown by strike out and additions shown by underline):

### **2.16.010 SCHEDULE.**

Compensation for certain officers and employees of the Town shall be paid, as determined by the Mayor, within the ranges provided below. Retention bonuses pursuant to the Town's adopted retention policy are excluded from the range limitations provided below.

- A. Clerk-Treasurer, a rate not to exceed ten thousand dollars per month.
- B. Public Works Director, a rate not to exceed ten thousand dollars per month.
- C. Deputy Clerk-Treasurer/Permit Technician, a rate not to exceed seven thousand five hundred dollars per month.
- D. Public Works Crew Lead, a rate not to exceed seven thousand five hundred dollars per month.
- E. Public Works Crew Member, a rate not to exceed six thousand five hundred dollars per month.
- F. Building Official, a rate not to exceed three thousand dollars per month.
- G. Building Inspector, a rate not to exceed three thousand dollars per month.
- H. Police Chief, a base salary not to exceed six hundred dollars per month for administrative responsibilities, plus a rate not to exceed seventy dollars per hour.
- I. ~~Assistant-Deputy~~ Police Chief, a base salary not to exceed three hundred

dollars per month for administrative responsibilities, plus a rate not to exceed seventy sixty dollars per hour.

J. Police Officer, a rate not to exceed seventy sixty dollars per hour.

K. Administrative Staff Member, Temporary Staff Member, and/or Part-Time Staff or Public Works Member, a range of sixteen dollars and twenty-eight cents (\$16.28)~~fifteen dollars~~ to fifty dollars per hour.

Section 2. If any part or portion of this Ordinance is declared invalid for any such reason, such declaration of invalidity shall not affect any remaining portion.

Section 3. This Ordinance shall take effect 5 days after date of publication by ordinance title only.

PASSED this 20<sup>th</sup> day of November 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

\_\_\_\_\_  
Michael S. Quinn, Mayor

ATTEST:

\_\_\_\_\_  
Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM:

\_\_\_\_\_  
Greg Rubstello, Town Attorney

Date Passed by the Town Council:

Date Published:

Effective Date:

# TOWN OF WOODWAY

## ORDINANCE 2023-652

AN ORDINANCE OF THE TOWN OF WOODWAY AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING DECEMBER 31, 2023; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND AUTHORIZING SUMMARY PUBLICATION BY ORDINANCE TITLE ONLY.

WHEREAS, the Town Council of the Town of Woodway wishes to make an amendment to the Budget to allocate additional expenditure authority from certain funds in order to meet necessary expenditures of money not provided for in the annual budget and not reasonably foreseen at the time of filing the preliminary budget, subject to the same approval process as other expenditures; and

WHEREAS, pursuant to RCW 35A.33.090, five days have elapsed after the introduction of this ordinance, and any taxpayer appearing at the meeting that this ordinance is voted on has been given opportunity to be heard for or against the adoption thereof; and

WHEREAS, pursuant to RCW 82.46.010 (8), the Town Council desires to use Real Estate Excise Tax revenue for the operation of, maintenance of, and service support for, existing capital projects;

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

Section 1. The adopted expenditures for the 2023 budget are hereby amended as follows:

Fund	Description	Adopted Expenditures	Amendment	Total Expenditures
001	General	\$2,434,242	\$0	\$2,434,242
002	Replacement Reserve	10,710	0	10,710
004	Deposit Fund	0	1,000	1,000
107	Affordable Housing Sales Tax Fund	1,700	0	1,700
301	Capital Projects (REET)	266,336	22,000	288,336
420	Stormwater Utility	154,346	0	154,346
<b>Totals</b>		<b>\$2,867,334</b>	<b>\$23,000</b>	<b>\$2,890,334</b>

Section 2. The Stormwater Utility Fund shall transfer \$45,569 to the General Fund to offset work done by the Public Works staff on stormwater system maintenance & repair.

Section 3. The Capital Projects (REET) Fund shall transfer \$214,000 to the General Fund to offset work done by the Public Works staff and other costs related to the operation of, maintenance of, and service support for, existing capital projects.

Section 4. If any part or portion of this Ordinance is declared invalid for any such reason, such declaration of invalidity shall not affect any remaining portion.

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

PASSED this 4<sup>th</sup> day of December 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

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Michael S. Quinn, Mayor

ATTEST:

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Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM:

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Greg Rubstello, Town Attorney

Date Introduced to the Town Council: 20 November 2023

Date Passed by the Town Council:

Date Published:

Effective Date:

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## MEMO

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**TO:** MAYOR MIKE QUINN, WOODWAY COUNCILMEMBERS  
**FROM:** HEIDI K. S. NAPOLITINO, CLERK-TREASURER  
**SUBJECT:** UPDATED REQUEST FOR AN EXCEPTION TO RCW 43.09.240, RELATED TO THE FREQUENCY OF PUBLIC FUNDS DEPOSITS  
**DATE:** NOVEMBER 14, 2023  
**CC:** ERIC FAISON, TOWN ADMINISTRATOR

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Greetings Mayor & Councilmembers,

In January 2018, I requested (and you granted!) an exception to RCW 43.09.240, which requires the deposit of public funds within 24-hours of receipt. Due to our limited staffing and heavy workload, it is not practical or feasible to make a deposit every day. RCW 43.09.240 allows you to grant an exception to the 24-hour rule, as long as the period of time in the exception does not exceed one week.

My 2018 request was that a deposit not be required until the amount collected reaches \$3,000 to \$5,000 as long as the time between deposits does not exceed one week. I am submitting an amended request to simplify the policy to only include the time limit (one deposit per week) and remove the dollar threshold.

The full text of the RCW is below; a draft resolution is attached for your consideration. Thank you.

**RCW 43.09.240: Local government accounting—Public officers and employees—Duty to account and report—Removal from office—Deposit of collections.**

Every public officer and employee of a local government shall keep all accounts of his or her office in the form prescribed and make all reports required by the state auditor. Any public officer or employee who refuses or willfully neglects to perform such duties shall be subject to removal from office in an appropriate proceeding for that purpose brought by the attorney general or by any prosecuting attorney.

Every public officer and employee, whose duty it is to collect or receive payments due or for the use of the public shall deposit such moneys collected or received by him or her with the treasurer of the local government once every twenty-four consecutive hours. The treasurer may in his or her discretion grant an exception where such daily transfers would not be administratively practical or feasible as long as the treasurer has received a written request from the department, district, or agency, and where the department, district, or agency certifies that the money is held with proper safekeeping and that the entity carries out proper theft protection to reduce risk of loss of funds. Exceptions granted by the treasurer shall state the frequency with which deposits are required as long as no exception exceeds a time period greater than one deposit per week.

In case a public officer or employee collects or receives funds for the account of a local government of which he or she is an officer or employee, the treasurer shall, by Friday of each week, pay to the proper officer of the local government for the account of which the collection was made or payment received, the full amount collected or received during the current week for the account of the district.

# **TOWN OF WOODWAY**

## **RESOLUTION 2023-456**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODWAY GRANTING AN EXCEPTION TO RCW 43.09.240, RELATED TO THE FREQUENCY OF PUBLIC FUNDS DEPOSITS.

WHEREAS, RCW 43.09.240 requires the deposit of public funds within 24-hours of receipt and allows the treasurer of a local government to grant exceptions to this rule where such daily transfers would not be administratively practical or feasible; and

WHEREAS, the Clerk-Treasurer of the Town of Woodway has submitted a written request to the Town Council to grant an exception to the 24-hour rule; and

WHEREAS, the Town Council acknowledges that, due to limited staffing and other factors, daily deposits of Woodway's funds are not administratively practical or feasible; and

WHEREAS, the Town Council of the Town of Woodway passed Resolution 18-396 granting an exception to RCW 43.09.240 and wishes to amend the language of the exception;

WHEREAS, the Town Council of the Town of Woodway approved the Town's Cash Handling Policy on November 6, 2023 and

WHEREAS, the Cash Handling Policy needs to be updated to reflect the passage of this resolution;

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

Section 1. Deposits of Woodway's funds shall be made at least once per week.

Section 2. All references to Resolution 18-396 in the attached Cash Handling Policy, dated November 20, 2023, will be updated to refer to this resolution.

Section 3. The updates will be effective immediately upon adoption.



PASSED this 20<sup>th</sup> day of November 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

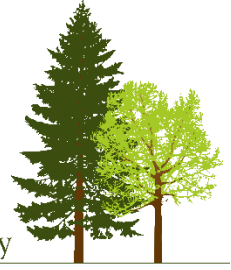
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Michael S. Quinn, Mayor

ATTEST:

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Heidi K. S. Napolitano, Clerk-Treasurer



## CASH HANDLING POLICY

### Purpose

This cash handling policy is intended to describe best practices and establish internal controls to safeguard the receipt and disbursement of Town cash, and to timely and accurately record revenues and payments.

### Responsibility

#### *Clerk-Treasurer*

The Clerk-Treasurer is the custodian of all Town monies. The Clerk-Treasurer is responsible for protecting the Town's monies through effective cash handling processes. The Clerk-Treasurer is authorized and directed to:

- Ensure that the Town's cash handling policies are followed.
- Develop and implement procedures for documenting all cash transactions, including collecting, depositing, recording, and transporting cash.
- Review department cash handling processes and assist departments in implementing proper cash handling procedures.
- Review, investigate, and report as required all cash overages/shortages and any theft of cash.
- Administer cash handling training to Town employees.
- Ensure compliance with federal/state/local laws, as well as changing business conditions and/or processes.

#### *Department Directors and Managers*

Department directors and managers are responsible for following the Town's cash handling policies and procedures, including:

- Ensuring that all employees responsible for any step in the cash handling, reconciliation, and reporting process employees are aware of and trained on the Town's cash handling policies and procedures.
- Preparing and implementing additional departmental procedures, as needed, consistent with these policies and Town cash handling procedures, to ensure the safety of Town monies within their specific areas of responsibilities.

- Providing for the proper control of cash by assigning cash handling responsibilities only to employees who have received training regarding the cash handling policies and procedures.
- Notifying the Clerk-Treasurer of any theft or suspected theft of cash upon discovery.

### *Town Employees*

Town employees responsible for any step within the cash handling process shall:

- Read the Town's cash handling policies and procedures and have received cash handling training related to their department-specific cash handling procedures.
- Sign an acknowledgement form, stating that they have read and agree to abide by the Town's policies and procedures. Violation of the Town's policies and procedures may be subject to disciplinary action, up to and including termination.

### *Internal Controls*

Internal controls should be implemented to provide efficient and effective security measures for cash handling, and to protect the Town's cash from waste, fraud, and theft. Strong internal controls should address both cash receipts and cash disbursements. Due to financial and staff constraints, however, the internal control procedures should not be unduly burdensome.

The Clerk-Treasurer should develop procedures that provide for the following:

#### *General*

- Responsibility for a series of related transactions (e.g., collecting money, depositing money, maintaining accounting records, and performing timely reconciliations) should be divided between individuals (segregation of duties), to the extent reasonably possible.
- Periodic reviews or audits should be conducted to ensure the adequacy of procedures and compliance.

#### *Cash Receipting*

- Customers should always be provided with a receipt.
- A single cash transaction of \$1,000 or more should require a second employee to count the cash before the transaction is finalized and the customer provided a receipt.
- All cash received should be properly protected during operating hours. Access to the cashiering area should be restricted to Town personnel while cash is being processed.
- Town employees shall not cash personal checks out of cash on hand.
- Refunds must be approved by the Clerk-Treasurer.

### *Receiving payment through third-party vendors*

- The Town should establish contractual agreements for all arrangements where a third-party vendor is directed to accept payments on behalf of the Town. The contract should include details of the payment remittance process to support compliance with state law (RCW 43.09.240). Funds should be remitted through direct card settlement or EFT from the vendor to the Town's bank account.
- The Town should adopt contracting policies that implement effective internal controls over funds collected through a third-party vendor, including safeguards to protect the funds from loss and contractual responsibilities for protecting credit card numbers and transactions.
- Receipt by a third party on behalf of the Town or a deposit in a transmittal account should be recognized the same as receipt and deposit at Town Hall.

### *Deposits*

- The Town Council has found that, given financial and staffing limitations, daily transfers are not administratively practical or feasible (Resolution ~~18-396~~[2023-456](#)). As a result, in accordance with RCW 43.09.240, cash deposits shall be made at least once a week.
- The checks and cash listed on the deposit slip should be reviewed by someone other than the employee who prepared the deposit to ensure that the deposit slip matches the related receipt records.
- A reconciliation should be conducted, comparing deposits to recorded receipting transactions in the general ledger.
- Corrections and/or adjustments should be verified and approved by the Clerk-Treasurer.

### *Compliance*

- Implementing procedures shall ensure compliance with applicable laws and regulations, including identification of requirements, controls to prevent and detect non-compliance, and assignment of responsibility to those controlling the assets.
- The Clerk-Treasurer shall immediately report to the Town Police Department and to the State Auditor's Office known or suspected loss of public funds or assets or other illegal activity (RCW 43.09.185).

Approved by:

Effective date:



**Interagency Agreement with**

**Town of Woodway**

**through**

**Growth Management Services**

**Contract Number:  
24-63335-285**

**For**

**GMA Periodic Update Grant – FY2024**

**Dated:** Date of Execution

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## Face Sheet

Contract Number: 24-63335-285

**Local Government Division  
Growth Management Services  
GMA Periodic Update Grant (PUG)**

<b>1. Contractor</b> Town of Woodway 23920 113th Place W Woodway, WA 98020		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Heidi Napolitano Clerk – Treasurer 206-542-4443 <a href="mailto:Heidi@townofwoodway.com">Heidi@townofwoodway.com</a>		<b>4. COMMERCE Representative</b> Ted Vanegas Senior Planner (360) 725-3031 <a href="mailto:ted.vanegas@commerce.wa.gov">ted.vanegas@commerce.wa.gov</a> <div style="float: right; text-align: right;">           PO Box 42525            1011 Plum St. SE            Olympia, WA 98504         </div>	
<b>5. Contract Amount</b> \$50,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>7. Start Date</b> Date of Execution
<b>8. End Date</b> June 30, 2024			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>ALN</b> N/A			
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0028715-00	<b>12. UBI #</b> 312-003-932	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> Grant funding to assist the Town of Woodway with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).  COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget.          Signature Block on next page			

**FOR CONTRACTOR**

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Mike Quinn, Mayor  
Town of Woodway

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Date

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Greg Rubstello, Town Attorney

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Date

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Heidi K. S. Napolitano, Town Clerk

---

Date

**FOR COMMERCE**

---

Mark K. Barkley, Assistant Director  
Local Government Division

---

Date

**APPROVED AS TO FORM ONLY  
BY ASSISTANT ATTORNEY GENERAL  
APPROVAL ON FILE**



## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **fifty thousand dollars (\$50,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

### **4. BILLING PROCEDURES AND PAYMENT**

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

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-285. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

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

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

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

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

**Line Item Modification of Budget**

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

**5. SUBCONTRACTOR DATA COLLECTION**

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

**6. INSURANCE**

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

**7. FRAUD AND OTHER LOSS REPORTING**

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

**8. ORDER OF PRECEDENCE**

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

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

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

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

## **6. COPYRIGHT**

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

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

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

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

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

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

**9. INDEMNIFICATION**

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

**10. LICENSING, ACCREDITATION AND REGISTRATION**

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

**11. RECAPTURE**

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

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

**12. RECORDS MAINTENANCE**

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

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

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

**13. SAVINGS**

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

**14. SEVERABILITY**

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

**15. SUBCONTRACTING**

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

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

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

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

**16. SURVIVAL**

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

**17. TERMINATION FOR CAUSE**

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

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

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

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

**18. TERMINATION FOR CONVENIENCE**

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

**19. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and



(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

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



## **Attachment A: Scope of Work**

<b>Tasks / Actions / Deliverables</b>	<b>Description</b>	<b>End Date</b>
<b>Task #7</b>	<b>Planning Commission/Public Outreach</b>	
Action	Planning Commissions Work Sessions	August 2023- June 2024
Deliverables	Planning Commission Meeting Minutes Newsletters	August 2023- June 2024
<b>Task #8</b>	<b>Conservation Element</b>	
Action	Review 2015 element and prepare updates per WDFW checklist	August 2023
Action	Prepare draft element for PC Review	Sept 2023
Deliverable	Draft Conservation Element Update	September 2023
<b>Task #9</b>	<b>Parks, Recreation, and Open Space Element</b>	
Action(s)	Update parks inventory	July 2023
Action(s)	Discuss possible additions to PROS with PC	September 2023
Deliverable	Draft PROS element	September 2023
<b>Task #10</b>	<b>Incorporate Shoreline Master Plan as Element in Comp plan</b>	
	Review 2015 SMP revisions related to critical areas and provide new reference as a separate comp plan element. Review with PC.	October 2023
Deliverable	New SMP incorporated into comp plan.	November 2023
<b>Task #11</b>	<b>Critical Area Regulation review</b>	
Action(s)	Complete Critical Area Checklist	December 2023
Actions (s)	Critical Area Review WMC 16.10 for consistency with GMA amendments	December 2023
Deliverable	Draft Critical Area Regulations update	December 2023
<b>Task #12</b>	<b>Housing Element Policy Review per HB 1110 / 1337</b>	
Action(s)	Sample inventory of middle housing residential design features	January 2024
Deliverable	New Housing Policies to implement middle housing and ADUs	January 2024
<b>Task #13</b>	<b>Update Zoning Regulations</b>	
Action(s)	Prepare new code to implement plan policies	February 2024
Deliverable	Revised WMC Title 14 -Zoning Ordinance	March 2024

<b>Task #14</b>	<b>Prepare draft Comprehensive plan and development regulation for PC review</b>	
Action(s)	Prepare draft comp plan and development regulations	March 2024
Action(s)	SEPA review	April 2024
Action(s)	Prepare notices and PC public hearing	May 2024
Deliverable(s)	Submit draft comp plan and development regulations	June 15, 2024

### **Attachment B: Budget**

<b>SFY 2024 Task/Deliverable</b>	<b>SFY 2024 Amount</b>
Deliverable 7 - Planning Commission Meeting Minutes Newsletters	\$11,000
Deliverable 8 - Draft Conservation Element Update	\$2,500
Deliverable 9 - Draft Parks, Recreation, and Open Space Element	\$3,000
Deliverable 10 - New SMP incorporated into comp plan.	\$3,000
Deliverable 11 - Draft Critical Area Regulations update	\$3,000
Deliverable 12 - New Housing Policies to implement middle housing and ADUs	\$7,000
Deliverable 13 - Revised WMC Title 14 -Zoning Ordinance	\$9,000
Deliverable14 - Submit draft comp plan and development regulations	\$11,500
<b>Total Grant (SFY 2024 only)</b>	<b>\$50,000</b>