

**TOWN OF WOODWAY
COUNCIL MEETING AGENDA**

**MONDAY, DECEMBER 4, 2023
6:00 P.M.**

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

- | | | |
|-----------|------|---|
| 6:00 P.M. | | Call to Order, Flag Salute, & Roll Call |
| 6:00 P.M. | I | Oath of Office – Jim Willett |
| 6:05 P.M. | | Public Comments* |
| 6:10 P.M. | II | Twin Maples Pedestrian Safety Discussion |
| 6:25 P.M. | III | Comprehensive Plan Update Progress – <i>Town Planner Bill Trimm</i> |
| 6:45 P.M. | IV | Approval of Payments – <i>December 4, 2023 Claims; November 2023 Payroll</i> |
| 6:50P.M. | V | Approval of Minutes – <i>November 20, 2023</i> |
| 6:55 P.M. | VI | Council Reports |
| 7:00 P.M. | VII | Mayor’s Report |
| 7:05 P.M. | VIII | Town Administrator’s Report |
| 7:15 P.M. | IX | Ordinance 2023-649: 2023 Budget Amendment |
| 7:20 P.M. | X | Planning Commission Reappointments |
| 7:25 P.M. | XI | Contract for Prosecuting Attorney Services with Zachor, Stock & Krepps, Inc. P.S. |
| 7:30 P.M. | | Public Comments* |
| 7:35 P.M. | | General Council Discussion – Choice of Subjects |
| 7:40 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 #14369 through 14375 and EFTs # 1576-1577\$22,166.36

This 4th day of December 2023.

Mayor

Councilmember

Councilmember

Councilmember

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

1. Toilet repair: \$586.03
2. Air compressor: \$440.90
3. Fuel: \$514.87 (PD - \$127.19, PW - \$387.68)

*Note: two large items are being paid

- \$11,272.50 for November 2023 planning services, including \$6,191.25 for the comp plan update and \$3,851.25 for general services (meeting prep, grant application preparation, communications on various projects, \$390 for Notice of Intent review)
- \$6,695.59 for October 2023 work on the 2021-2022 audits



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 November 2023 Payroll transactions, for 7 FTE, are approved for 2023 payment:

EFT transactions #1541 through 1559.....\$70,156.26

This 30th day of November 2023

Mayor

Councilmember

Councilmember

Councilmember

* There were 2.5 comp time hours accrued in November 2023

TOWN OF WOODWAY
COUNCIL MEETING MINUTES

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

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

Members Present

- | | |
|---|--|
| <input checked="" type="checkbox"/> Mayor Mike Quinn | <input checked="" type="checkbox"/> Councilmember 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 |

Staff & Guests Present

- | | |
|---|--|
| <input checked="" type="checkbox"/> Town Administrator Eric Faison* | <input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano |
| <input 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 6:00 p.m.

PUBLIC COMMENTS

The following people commented:

- | | |
|-------------------------|---------------------------|
| • Resident Bill Krepick | • Resident Buck Jorgensen |
| • Resident Steve Gunn | • Resident Tim Cashman |

The following subjects were addressed:

- Budget questions – Police & Public Works departments
- Point Wells, potential annexation, and the Point Wells FAQ
- Traffic calming in Twin Maples
- Future tax levy increase
- Additional parking at Town Hall

III - APPROVAL OF PAYMENTS – NOVEMBER 20, 2023 CLAIMS

Councilmember Brock moved to approve the November 20, 2023 claims checks #14354 through 14368 and EFT #1528 totaling \$110,598.99. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

II - APPROVAL OF MINUTES – NOVEMBER 6, 2023 MINUTES

Councilmember Willett moved to approve the November 6, 2023 council meeting minutes. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

II - APPROVAL OF MINUTES – NOVEMBER 6, 2023 SPECIAL MEETING MINUTES

Councilmember Willett moved to approve the November 6, 2023 council special meeting minutes. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

III - COUNCIL REPORTS

Councilmember Brock shared information on a recent WRIA-8 meeting he attended.

IV - MAYOR'S REPORT

- Shared that speeding was discussed at the recent Coffee with the Mayor. Staff will bring suggestions for a traffic calming policy to the Council at December 4.
- The next Mayor's E-Newsletter will include a reminder to residents to clean out catch basins in their neighborhoods and a request for a resident to serve as a volunteer coordinator.
- Reported on recent south Snohomish County Mayors' meetings.

V - TOWN ADMINISTRATOR'S REPORT

- Shared that he completed and filed the Notice of Intent with the Snohomish County Boundary Review Board and outlined the next steps.
- Reported on recent rainfall and the performance of two bioswales in Twin Maples.
- Staff and council had a brief discussion about the process for review of potentially non-conforming uses.

VI - ORDINANCE 2023-650: 2024 BUDGET

Mayor Quinn presented Ordinance 2023-650: 2024 Budget. A brief discussion followed.

ACTION:

Councilmember Brock moved to approve Ordinance 2023-650: 2024 Budget. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

VII - RESOLUTION 2023-455: 2024 PROPERTY TAX

Mayor Quinn presented Resolution 2023-455: 2024 Property Tax, which would increase the Town's property tax levy by approximately \$12,000.

ACTION:

Councilmember Willett moved to adopt Resolution 2023-455: 2024 Property Tax. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

VIII - ORDINANCE 2023-651: SALARY SCHEDULE

Clerk-Treasurer Napolitino presented Ordinance 2023-651: Salary Schedule and outlined the changes including a minor increase to police hourly rates and an increase to the minimum wage to comply with Washington State law.

ACTION:

Councilmember Willett moved to adopt Ordinance 2023-651: Salary Schedule. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

IX - ORDINANCE 2023-652: 2023 BUDGET AMENDMENT – 1ST READ

Clerk-Treasurer Napolitino presented the 2023 budget amendment, which includes an increase in expenses for the Deposit Fund and the Capital Projects (REET) Fund.

X - RESOLUTION 2023-456: CASH DEPOSITS

Clerk-Treasurer Napolitino presented Resolution 2023-456: Cash Deposits, which updates the threshold for when staff needs to do a bank deposit and updates the Cash Handling Policy to reference the new resolution.

ACTION:

Councilmember Brock moved to adopt Resolution 2023-456: Cash Deposits. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

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

Clerk-Treasurer Napolitino presented the grant contract and explained that it is the second half of a two-year grant from the State Department of Commerce to update the Town's Comprehensive Plan.

ACTION:

Councilmember Brock moved to authorize the Mayor to execute the grant contract with Dept. of Commerce for the Comprehensive Plan Update: 2023-2024 and expend the associated funds. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously.

PUBLIC COMMENTS

The following people commented:

- Resident Diane Cashman
- Resident Buck Jorgensen
- Resident Tim Cashman
- Resident Todd Aton

The following subjects were addressed:

- Bioswales in Twin Maples
- New Councilmember training
- Point Wells
- Opportunities for community education & input

GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS

- On-boarding/orientation process for new Councilmembers
- Twin Maples bioswales will be discussed again when the stormwater comprehensive plan update is ready for review
- Open Public Meetings Act

ADJOURNMENT

Councilmember Brock moved to adjourn the meeting. *Councilmember S. Mitchell* seconded the motion. The motion passed unanimously. The meeting was adjourned at 7:52 p.m.

Respectfully Submitted,

APPROVED BY THE TOWN COUNCIL

Heidi K. S. Napolitano, Clerk-Treasurer

Michael S. Quinn, Mayor

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

MEMORANDUM

TO: Town Council
FROM: Terry Bryant, Public Works Director
SUBJECT: Policy for Traffic Calming Criteria
DATE: November 21, 2023
CC: Mike Quinn, Mayor; Eric Faison Town Administrator

In preparation for the January study session, I have been researching several cities' traffic calming policies. They all have similar criteria, as shown below.

- 1 – Initiated by a resident complaint or staff
- 2 – Data collection (e.g., traffic study showing traffic volume and speeding frequency, accident history, etc.)
- 3 – Identify potential solutions
 - Signs
 - Radar signs
 - Turtles
 - Speed bumps/humps
 - Other traffic calming measures
- 4 – Identify Community Support (e.g., percentage or households in favor of or opposed to solution)
- 5 – Design & price solution
- 6 – Implement solution (may be administrative or require legislative/budgetary approval)

TOWN OF WOODWAY

ORDINANCE 2023-649

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
Totals		\$2,867,334	\$23,000	\$2,890,334

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 4th day of December 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 Introduced to the Town Council: 20 November 2023

Date Passed by the Town Council:

Date Published:

Effective Date:

Town of Woodway
2023 Budget Amendment - 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	2,556,571	2,288,078	1,936,802	1,512,901	949,993	328,176	(414,648)	(1,235,800)	(2,166,410)	(3,168,175)

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	2,415,302	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)	(2,427,915)	(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)	(12,613)	(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 | 2023 Budget Amendment

<i>General Fund</i>	2023 Budget	2023 Projected	2024 Proposed	
Beginning Fund Balance	2,512,165	2,512,165	2,483,886	2023 Budget vs Projected
Revenues	2,234,303	2,394,502	2,124,144	Difference in revenue: 160,199
Expenses	2,434,242	2,422,781	2,402,637	Difference in expenses: 11,461
Ending Fund Balance	2,312,226	2,483,886	2,205,393	
<i>Replacement Reserve Fund</i>	2023 Budget	2023 Projected	2024 Proposed	
Beginning Fund Balance	57,019	57,019	72,684	2023 Budget vs Projected
Revenues	20,000	20,000	20,000	Difference in revenue: -
Expenses	10,710	4,334	10,000	Difference in expenses: 6,376
Ending Fund Balance	66,309	72,684	82,684	
<i>Deposit Fund</i>	2023 Budget	2023 Projected	2024 Proposed	
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>	2023 Budget	2023 Projected	2024 Proposed	
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>	2023 Budget	2023 Projected	2024 Proposed	
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>	2023 Budget	2023 Projected	2024 Proposed	
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 | 2023 Budget Amendment - Revenues

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	12-01 ytd	2023 Projected	2024 Proposed
General Fund	2,022,875	2,595,315	2,580,986	2,234,303	1,943,235	2,394,502	2,124,144
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	1,528	1,700	1,700
Capital Projects Fund (REET)	258,515	424,035	205,043	120,000	138,637	138,637	120,000
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	-	8,653	8,653	-
Grand Total	2,485,827	3,130,762	2,907,458	2,548,003	2,291,318	2,742,757	2,350,344

Notes

2020 includes \$60k in CARES funding; 2021 & 2022 include \$194k in ARPA funding each year

Conservative revenue projection because we only spend money in the bank

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	12-01 ytd	2023 Projected	2024 Proposed
General Fund	2,022,875	2,595,315	2,580,986	2,234,303	1,943,235	2,394,502	2,124,144
General	1,622,504	1,971,223	2,021,950	1,804,008	1,777,511	1,913,418	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
Sales/Excise Taxes	202,254	262,042	258,157	190,000	229,516	244,090	200,000
Utility Taxes/Fees	187,378	303,829	301,763	296,570	332,327	341,644	297,977
Licenses/Other Permits/Fees	11,032	11,729	10,581	10,250	11,050	11,150	10,250
Intergovernmental Revenue	87,139	221,930	221,597	26,923	24,607	27,156	47,505
Interest	15,411	3,199	33,232	101,577	90,908	102,072	83,400
Fines	1,500	500	250	500	-	500	500
Other Revenue	1,875	4,508	21,561	4,150	13,067	12,768	4,150
Facility Rental	-	-	-	-	1,650	-	-
Interfund Loans & Transfers	-	-	21,844	-	-	-	-
Building & Planning	204,456	127,252	99,877	122,250	93,173	146,102	129,838
Development Permits/Fees	149,640	92,298	70,611	45,750	78,860	79,602	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
Public Works & Parks	161,797	453,276	419,828	276,487	32,833	296,286	109,078
Development Permits/Fees	10,645	6,237	25,774	3,675	9,189	9,189	3,675
Development Permits/Fees - Reimbursement	-	-	-	-	-	-	-
Licenses/Other Permits/Fees	-	50	-	50	-	50	50
Intergovernmental Revenue	26,708	27,428	26,626	27,451	23,644	27,451	26,157
Interest	-	-	-	-	-	-	3,600
Other Revenue	-	-	1,859	-	-	-	-

Notes

Includes 1% increase for 2024 pursuant to state law (\$12k) plus additional increase for new construction

Includes sales tax on building materials and items delivered to Woodway

2024 includes \$20k grant for records management; 2020 includes \$60k in CARES funding; 2021 & 2022 include \$194k in ARPA funding each year

2023 reflects rising interest rates on unallocated fund balances

2022 includes insurance reimbursements

Comprehensive Plan Update grant revenue

The transfers listed on the next page will happen at the end of the year

State shared fuel tax revenue

Town of Woodway | 2023 Budget Amendment - Revenues

Notes

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	12-01 ytd	2023 Projected	2024 Proposed	
Interfund Loans & Transfers	124,444	419,561	365,569	245,311	-	259,596	75,596	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)
Public Safety	34,118	43,563	39,331	31,558	39,718	38,695	36,009	
Sales/Excise Taxes	25,944	30,290	32,049	25,469	29,768	30,000	30,000	State shared sales tax revenue
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	-	-	-	-	-	-	Woodway Pointe development deposit (refunded in 2020)
Affordable Housing Sales Tax Fund	494	2,244	1,765	1,700	1,528	1,700	1,700	
General	494	2,244	1,765	1,700	1,528	1,700	1,700	
Sales/Excise Taxes	494	2,244	1,765	1,700	1,528	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	2024 will likely have a budget amendment after the Stormwater Comp Plan update is completed
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	-	One-time capital facilities charges for new homes
Interfund Loans & Transfers	-	-	-	90,000	90,000	90,000	-	Interfund loan received from the General Fund
Agency Fund	6,299	4,720	3,730	-	8,653	8,653	-	
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	-	176	176	-	
Development Permits/Fees	228	130	122	-	176	176	-	
Public Safety	-	4	-	-	-	-	-	
Other Revenue	-	4	-	-	-	-	-	
Grand Total	2,485,827	3,130,762	2,907,458	2,548,003	2,291,318	2,742,757	2,350,344	

Town of Woodway | 2023 Budget Amendment - Expenses

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	12-01 ytd	2023 Projected	2024 Proposed	Notes
General Fund	2,023,811	2,146,217	2,123,851	2,434,242	2,193,234	2,422,781	2,402,637	
Replacement Reserve Fund	10,943	522	23,691	10,710	4,334	4,334	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	93,541	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	2,361,276	2,867,455	2,677,425	

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	12-01 ytd	2023 Projected	2024 Proposed	Notes
General Fund	2,023,811	2,146,217	2,123,851	2,434,242	2,193,234	2,422,781	2,402,637	
General	497,034	432,108	429,029	509,506	406,677	490,846	497,555	
Salaries & Benefits	209,953	211,980	221,263	263,041	214,540	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	44,508	50,888	60,137	
Utilities	23,655	23,113	23,469	26,492	20,479	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	9,412	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	1,971	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	306,160	342,400	304,961	
Salaries & Benefits	108,514	130,806	158,927	171,688	156,463	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	2,184	3,765	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	68,120	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	62,720	68,009	65,790	2022-2024 include a required Comprehensive Plan update. \$100k will be reimbursed through a state grant

Town of Woodway | 2023 Budget Amendment - Expenses

	2020	2021	2022	2023	12-01 ytd	2023	2024	Notes
	Actual	Actual	Actual	Budgeted		Projected	Proposed	
Public Works & Parks	395,447	570,893	479,195	607,718	502,013	590,746	526,919	
Salaries & Benefits	287,265	331,553	360,660	367,844	305,351	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	3,828	5,300	5,500	
New Equipment	1,534	3,181	2,041	10,000	2,406	2,500	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	2,066	3,000	3,000	
Facility Management	31,249	128,882	45,486	48,188	32,547	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	978,384	998,789	1,073,202	
Salaries & Benefits	91,821	87,602	80,551	106,933	79,355	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	1,021	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	1,318	1,500	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	3,850	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/Dispatch	228,338	230,424	261,447	258,513	253,928	259,138	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	4,334	4,334	10,000	
General	-	-	23,691	10,710	4,334	4,334	-	
New Equipment	-	-	23,691	10,710	4,334	4,334	-	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 | 2023 Budget Amendment - Expenses

	2020 Actual	2021 Actual	2022 Actual	2023 Budgeted	12-01 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 Fun	-	-	-	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	93,541	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	93,541	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	5,073	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	2,361,276	2,867,455	2,677,425	

**AGREEMENT FOR PROSECUTION SERVICES
BETWEEN THE TOWN OF WOODWAY AND
ZACHOR, STOCK, & KREPPS, INC., P.S.**

THIS AGREEMENT, is made this ___ day of December 2023, by and between the Town of Woodway (hereinafter referred to as “Town”), a Washington Municipal Corporation, and Zachor, Stock, & Krepps, Inc., P.S., an independent contractor (hereinafter referred to as “Service Provider”).

WHEREAS, Service Provider is in the business of providing the prosecution services specified herein; and

WHEREAS, the Town desires to contract with Service Provider for the provision of prosecution services, and Service Provider agrees to contract with the Town for same;

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

T E R M S

1. **Description of Work.** Service Provider shall perform work as described in Attachment A, Scope of Work, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the Town. The Service Provider warrants that they have the requisite training, skill, and experience necessary to provide the Services.
2. **Payment.**
 - A. The Town shall pay Service Provider for the work in amounts as shown 2 (C) of this Agreement. Service Provider shall submit monthly payment invoices to the Town after such services have been performed, and the Town shall make payment within thirty (30) days after the submittal of each approved invoice. Such invoice shall detail the hours worked, and a description of the tasks performed.
 - B. If the Town objects to all or any portion of any invoice, it shall so notify Service Provider of the same within ten (10) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion utilizing the dispute resolution process described in this agreement.
 - C. The Service Provider shall be paid by the Town for completed work for services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work, and shall consist of the following:

- i. Base Rate. The Service Provider shall receive \$350.00 per month for those duties set forth in Attachment A for services rendered. The base rate shall be increased annually at a rate of 4% per year.
- ii. Hourly Rate Per Hour for Specialty Services.
 - a. Appeals filed at Superior Court: \$150.00 per hour.
 - b. Appeals filed at the Court of Appeals or Washington State Supreme Court: \$300.00 per hour.
 - c. Such other activities or appearances not accounted for above (such as review and re-write of Town criminal/traffic/animal/parking codes) that are agreed to by the Town and Service Provider: Fee to be negotiated.
 - d. Forfeiture cases (drug, felony, and firearms) shall be billed a flat rate of \$300.00 per case if such has not been removed from hearing before the Chief Law Enforcement Officer or their designee. If removed to District Court, such cases shall be billed at \$150 per hour.
- iii. Expenses & Costs.
 - a. The Town of Woodway shall reimburse the Service Provider for any reasonable out-of-pocket expenses that may be incurred, in excess of standard scope of services (appellate filing fees, etc.), in the performance of its duties as Prosecuting Attorney.
 - b. Expenses of witnesses, expert witnesses, transcripts and transcription services, and interpreters, as may be required from time to time, shall be the sole responsibility of the Town.

3. **Relationship of Parties.** The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the Town hereunder, no agent, employee, representative or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative or subcontractor of the Town. None of the benefits provided by the Town to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the Town to the Service Provider or his employees, agents, representatives or subcontractors. Service Provider will be solely and entirely responsible for their acts and for the acts of Service Provider's agents, employees, representatives, and subcontractors during the performance of this Agreement. The Town may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder. The Service Provider may perform prosecutor services for other clients during the term of this agreement so long as the performance of services for others does not interfere with the service requirements of this agreement.

4. **Duration of Work.** Service Provider shall perform the services described in Attachment A from January 1, 2024 through December 31, 2026. After December 31, 2026, the Agreement shall automatically renew under the same terms and conditions for two additional three-year periods, unless terminated as provided in Section 5.

5. **Termination.**

- A. Termination Upon the Town's Option. The Town shall have the option to terminate this Agreement at any time. Termination shall be effective upon sixty (60) days written notice to the Service Provider.
 - B. Termination for Cause. If Service Provider refuses or fails to complete the tasks described in Attachment A, or to complete such work in a manner unsatisfactory to the Town, then the Town may, by written notice to Service Provider, give notice of its intention to terminate this Agreement. After such notice, Service Provider shall have thirty (30) days to cure, to the satisfaction of the Town or its representative. If Service Provider fails to cure to the satisfaction of the Town, the Town shall send Service Provider a written termination letter which shall be effective upon deposit in the United States mail to Service Provider's address as stated below.
 - C. Rights upon Termination. In the event of termination, the Town shall only be responsible to pay for all services satisfactorily performed by Service Provider to the effective date of termination, as described in the final invoice to the Town. The Town Administrator shall make the final determination about what services have been satisfactorily performed.
6. **Assignment and Subcontracting.** The Service Provider shall not assign any portion of this Agreement without the written consent of the Town. The parties agree that the services provided for herein are personal to the Service Provider who was accepted by the Town for this contract based upon their personal skills and experience. It is further agreed that consent for an assignment must be sought by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment.
7. **Taxes.** The Town will not withhold federal or state taxes. All compensation received by the Service Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations.
8. **Indemnification / Hold Harmless.** The Service Provider agree to hold harmless and indemnify the Town, its officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Service Provider's fees or awards, and including claims by Service Provider's own employees to which Service Provider might otherwise be immune under Title 51 arising out of or in connection with any willful misconduct or negligent error, or omission of the Service Provider, their officers or agents. It is specifically and expressly understood that the indemnification provided herein constitutes the waiver of the Service Provider's waiver of immunity under Title 51 RCW solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The Town agrees to hold harmless and indemnify the Service Provider, their officers, officials, agents, employees, and representatives from and against any and all claims, costs, judgments, losses, or suits including Service Provider's fees or awards, arising out of or in connection with any willful misconduct or negligent error or omission of the Town, their officers or agents. This clause shall survive the termination or expiration of this agreement and shall continue to be in effect for any claims or causes of action arising hereunder.

9. **Insurance.** The Service Provider shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or property which may arise from or in connection with the performance of work hereunder by the Service Provider, or the agents, representatives, employees, or subcontractors of the Service Provider.
- A. **Minimum Scope of Insurance.** Service Provider shall obtain insurance of the types described below, naming the Town as additional named insureds:
- i. General Liability with a minimum limit of liability of \$1,000,000 combined single limit each occurrence bodily injury and property damage.
 - ii. Professional Liability (Errors and Omissions) for Service Provider with a minimum limit of liability of \$1,000,000 each claim.
 - iii. Workers' Compensation per statutory requirements of Washington industrial insurance RCW Title 51.
- B. **Verification of Coverage.** The Service Provider shall furnish the Town with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work. The Service Provider shall provide the Town and all Additional Insureds with written notice of any policy cancellation within five business days of their receipt of such notice. The Service Provider shall provide the Town with proof of insurance for "tail coverage" no later than December 31 of the year of termination of the Contract. The purpose of "tail coverage" is to provide insurance coverage for all claims that might arise from occurrences during the term of the Contract or extension(s) thereof, but not filed during the term of the Contract.
10. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Town, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
11. **Town's Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the Town and be subject to the Town's general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
12. **Work Performed at Service Provider's Risk.** Service Provider shall be responsible for the safety of its employees, agents, representatives, and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider's own risk, and Service Provider shall be

responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

13. Ownership of Products and Premises Security.

- A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the Town.
- B. While working on the Town's premises, the Service Provider agrees to observe and support the Town's rules and policies relating to maintaining physical security of the Town's premises.

14. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Town and Service Provider.

15. Assignment. Any assignment of this Agreement by Service Provider without the written consent of the Town shall be void.

16. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

17. Non-Waiver of Breach. The failure of the Town to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

18. Dispute Resolution. The Parties shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Disagreements will be resolved promptly and at the lowest level of authority. Each Party shall notify the other in writing of any problem or dispute. This written notice shall include:

- A. A description of the issue to be resolved;
- B. A description of the difference between the Parties on the issue; and
- C. A summary of steps taken by the Parties to resolve the issue.

The Parties shall meet within ten (10) business days of receiving the written notice and attempt to resolve the dispute. In the event the Parties cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the Town and the Service Provider mutually agree to use a formal dispute process such as mediation, through an agreed-upon mediator and process. All costs for mediation services would be divided

equally between the Town and the Service Provider. Each party would be responsible for the costs of their own legal representation. The parties shall use the mediation process in good faith. In the event of any litigation arising out of this Agreement, the forum of the litigation shall be the Superior Court of Snohomish County, Washington. The prevailing party shall be reimbursed for its reasonable Service Provider fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

TOWN OF WOODWAY

SERVICE PROVIDER

By: _____
Michael S. Quinn, Mayor

By: _____
James Zachor

TOWN CONTACT

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

SERVICE PROVIDER CONTACT

James Zachor
Zachor, Stock, & Krepps, Inc., P.S.
23607 Hwy 99, Ste 1D
Edmonds, WA 98026
T: (425) 778-2429

ATTEST/AUTHENTICATED

By: _____
Heidi K. S. Napolitano, Clerk-Treasurer

APPROVED AS TO FORM

By: _____
Greg Rubstello, Town Attorney

Attachment A

Scope of Work

The Service Provider shall, in a capable and efficient manner and in accordance with the professional and ethical standards required of members of the Washington State Bar Association, represent the Town as Prosecuting Attorney in the enforcement of its ordinances and prosecution of criminal and criminal traffic matters (gross misdemeanors and misdemeanors). The duties of the Prosecutor shall include but are not limited to the following services:

1. Case management
 - a. Review police incident reports for charging where prosecutor review is necessary.
 - b. Maintain all current cases in an appropriate filing system.
 - c. Review and remain familiar with filed criminal misdemeanor and gross misdemeanor cases.
 - d. Interview witnesses as necessary in preparation of prosecution of cases.
 - e. Respond to discovery requests, make sentence recommendations; and prepare legal memoranda, subpoenas, jury instructions, and other related materials, when necessary.
 - f. Prepare cases for trial, including the issuance of witness subpoenas (for service by the Police Department, when applicable), conduct evidence retrieval (with assistance of the Police Department and other Town agencies), and prepare jury instructions, as necessary.
 - g. Represent the Town at arraignments, pretrial hearings, readiness hearings, motions, bench and jury trials, sentencing and review hearings, and certain contested hearings.
 - h. Prosecute contested code and traffic infraction violations as scheduled on the regular criminal calendar.
 - i. Represent the Town in the prosecution of drug, felony, and firearm forfeitures. Forfeitures removed to other courts shall be billed at the hourly rate set in this Agreement.
 - j. Represent the Town in appeals under the Rules for Appeal of Decisions of Courts of Limited Jurisdiction (RALJ).
2. Administration
 - a. To assist the Town Attorney, when applicable, in response to Public Disclosure requests.
 - b. Conduct legal update training for officers from time to time and at a mutually agreeable time and place to include quarterly Police Department training.
 - c. With the assistance of the Police Department, to review and make recommendations for update of the bail book, as needed. Printing and distribution shall be the responsibility of the Town.
 - d. Be available to the Police Department for questions by providing appropriate telephone numbers, cell phone numbers, email addresses, and voice mail access. Calls are to be returned by the next business day.
 - e. Make recommendations to the Police Chief or Town attorney concerning suggested amendments, modifications, or additions to Town ordinances affecting the satisfactory prosecution of criminal matters.

- f. Provide periodic feedback to the Police Command staff regarding the performance of Town police officers in the discharge of their duties and other matters of mutual concern.
- g. Provide legal research, and assistance to the Police Department in criminal matters, including statutory interpretation, enforcement issues, and case decisions.
- h. Advise the Police Department on the conduct of investigations, trial preparation, seizures, and related matters.
- i. Advise victims regarding their rights and responsibilities.
- j. Assist the Town Attorney with legal and policy issues periodically.
- k. Perform other related duties as required.