## TOWN OF WOODWAY COUNCIL MEETING AGENDA

## Monday, March 4, 2024 6:00 p.m.

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

6:00 p.m.		Call to Order, Flag Salute, & Roll Call
6:00 p.m.		Public Comments*
6:05 р.м.	Ι	Approval of Payments – March 4, 2024 Claims; February 2024 Payroll
6:10 р.м.	II	Council Reports
6:15 р.м.	III	Mayor's Report
6:20 р.м.	IV	<ul> <li>Town Administrator's Report</li> <li>Boundary Review Board &amp; Annexation</li> <li>Vehicle License Fee</li> </ul>
6:35 р.м.	V	Updated Banking Services Agreement with HomeStreet Bank
6:40 р.м.	VI	Resolution 2024-462: Authorized Signers on HomeStreet Bank Accounts
6:45 р.м.		Public Comments*
6:50 р.м.		General Council Discussion – Choice of Subjects
6:55 р.м.		Meeting Ends

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 2024 payment:

Claims checks #14460 through 14467 and EFT #345.....\$18,241.28

This 4<sup>th</sup> day of March 2024.

Mayor

Councilmember

Councilmember

Councilmember

\*Note: one large item is being paid

• \$11,432.50 for Town Planner Services including \$5,557.50 for general planning work (floodplain regulations, grant administration, meetings/communications) and \$5,362.50 for work on the Comp Plan update and middle housing legislation

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

- 1. Professional Development III K. Sullivan (registration, room, and board): \$1,400.00
- 2. Fuel: \$561.99 (\$127.60 PD, \$434.39 PW)
- 3. Permit Tech training registration K. Sullivan: \$280.00



## 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 February 2024 Payroll transactions, for 7.63 FTE, are approved for 2024 payment:

EFT transactions #311 through 330.....\$72,280.38

This 29th day of February 2024

Mayor

Councilmember

Councilmember

Councilmember

\* There were 0 comp time hours accrued in February 2024

### BOUNDARY REVIEW BOARD FOR SNOHOMISH COUNTY

IN RE:	Proposed Annexation of Point Wells	FILE NO. 2023-04
	by the Town of Woodway	

On the 29<sup>th</sup> day of February, 2024, at 5:30 p.m., a Special Meeting noticed to the public in accordance with the Washington Open Meetings Act was held by the Boundary Review Board of Snohomish County (BRB) in the above matter on "Petition requesting the Board to invoke jurisdiction, and set a hearing to review the Town of Woodway's proposed annexation of Point Wells deciding whether to invoke jurisdiction," brought pursuant to RCW 36.93.100(4) and received by the BRB on January 11, 2024 (Petition).

Having considered the Petition, all other written materials submitted to the BRB, and oral comment at the Special Meeting, the BRB voted as follows:

Grant: 2. Deny: 2. Abstain: \_\_\_\_. The BRB therefore:

grants the Petition and invokes its jurisdiction; a public hearing in this matter is set for

\_\_\_\_ (day/date) at \_\_\_\_\_ (time); OR

 $\underline{\times}$  denies the Petition and does not invoke its jurisdiction.

Dated this 29<sup>th</sup> day of February, 2024.

David Hambelton, Chair

FILED this day of Jebuary, 2024.

Sonya Kraski, Chief Clerk



## Transportation Benefit Districts (TBDs) in King & Snohomish Counties

Last updated January 11, 2024

City	County	Year	Assumed	Sales Tax	Fee
Shoreline	King	2009	Yes	0.20%	\$40
Seattle	King	2010	Yes	0.15%	\$40
Enumclaw	King	2013	No	0.10%	\$20
Lake Forest Park	King	2008	Yes	0.10%	\$50
Lynnwood	Snohomish	2010	Yes	0.10%	\$40
Black Diamond	King	2015	Yes		\$20
Burien	King	2009	Yes		\$20
Covington	King	2013	Yes		\$20
Des Moines	King	2008	Yes		\$40
Edmonds	Snohomish	2008	Yes		\$20
Everett	Snohomish	2014	Yes		\$20
Granite Falls	Snohomish	2015	Yes		\$20
Kenmore	King	2012	Yes		\$20
Maple Valley	King	2012	Yes		\$20
Mercer Island	King	2014	Yes		\$20
Mountlake Terrace	Snohomish	2011	Yes		\$20
Normandy Park	King	2013	Yes		\$20

#### MEMO

TO:	Mayor Mike Quinn, Woodway Councilmembers
FROM:	HEIDI K. S. NAPOLITINO, CLERK-TREASURER
SUBJECT:	UPDATED BANKING SERVICES AGREEMENT WITH HOMESTREET BANK
DATE:	March 1, 2024
CC:	Eric Faison, Town Administrator

Greetings Mayor & Councilmembers,

As you may recall, we went through a process last fall to solicit proposals for banking services. HomeStreet Bank was chosen to provide banking services for the Town, and, at a special meeting in October 2023, the Council authorized the Mayor to execute a contract with HomeStreet Bank.

The Town and HomeStreet held extensive discussions and have agreed that a scaled back agreement focused on consistent pricing over the term is more appropriate. I reached out to other municipalities and this approach seems to be standard across the industry. Since substantial changes have been made to the version you authorized, staff is recommending that you review and approve the updated version included with this memo.

Please reach out to me with any questions about the updated agreement.

# HomeStreet Bank

#### **GOVERNMENT BANKING SERVICES AGREEMENT**

This GOVERNMENT BANKING SERVICES AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of February, 2024 (the "Effective Date"), by and between HomeStreet Bank, a Washington State chartered commercial bank ("Bank"); and the Town of Woodway, a municipal entity organized under the laws of the state of Washington ("Town"), with reference to the following facts and intentions of the parties. Town is also referred to herein as "Customer". Bank and Customer are also referred to herein individually as a "Party" and collectively as the "Parties".

#### RECITALS

A. Customer wishes to receive certain deposit and payment banking services to support its ongoing operations.

B. Bank provides deposit and payment banking services to its consumer, commercial, and governmental customers.

C. Based on its review of Bank's deposit and payment banking services, Customer wishes to contract with Bank for the provision of such services, and Bank is agreeable to providing such services to Customer, subject to the terms and conditions of this Agreement.

#### AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, and in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. <u>SCOPE OF SERVICES</u>. Bank shall provide the services identified in Exhibit A to this Agreement (the "**Requested Banking Services**"). Customer may wish to expand the scope of Requested Banking Services to include additional banking services offered by Bank ("**Additional Banking Services**"). The Requested Banking Services and the Additional Banking Services are referred to in this Agreement collectively as the "**Banking Services**". Bank shall provide the Banking Services to Customer in accordance with all applicable federal, state, and local laws.

1.1 <u>REPORTS, STATEMENTS, AND OTHER DOCUMENTS</u>. Bank shall make available to Customer periodic reports, statements, and other documents typically provided in connection with banking services for the Banking Services provided to the Customer ("**Banking Records**"). Bank shall make available Banking Records in accordance with applicable banking law and Bank's standard practices.

#### 2. <u>PRICING FOR BANKING SERVICES</u>.

2.1 <u>REQUESTED BANKING SERVICES</u>. Bank shall provide the Requested Banking Services at the prices set forth in Exhibit B and Exhibit C to this Agreement.

2.2 <u>ADDITIONAL BANKING SERVICES</u>. Bank shall make available Additional Banking Services on such terms and conditions offered to Bank's other customers; provided, however, the Parties may negotiate specific terms for Additional Banking Services through a written amendment of this Agreement signed by both Parties.

2.3 <u>METHOD OF PAYMENT</u>. Customer shall pay the Bank for Banking Service provided pursuant to this Agreement. Fees shall be paid through compensating balance offsets or, where specified, through direct debit. If Customer terminates this Agreement prior to the end of the billing cycle period identified in Exhibit B, fees for services shall be calculated and paid for the period the Agreement was in effect. If Customer is required to pay Bank for Banking Services after the application of applicable offsets and/or credits, and the balance in Customer's account is insufficient to cover the outstanding fees, Customer shall promptly deposit funds into the account to cover outstanding fees, or otherwise pay the fees to Bank as requested by Bank. In no event shall any earnings credit be payable directly to Customer; earnings credits shall only be applied to reduce fees otherwise chargeable to Customer for Requested Banking Services.

3. <u>TERM OF AGREEMENT; TERMINATION</u>. Bank shall make available to Customer the pricing set forth in Exhibit B until the earlier of: (i) the expiration of the four-year period beginning on the Effective Date and ending on the fourth anniversary of the Effective Date; or (ii) the earlier termination of this Agreement pursuant to Section 3.2 or 3.3. Upon mutual written consent, this Agreement may be extended twice, each time for two (2) additional years (each 2-year period, an "**Extension Period**"). During any Extension Period, all terms and conditions of the existing Agreement shall remain in effect including any mutually approved amendment; provided, however, Customer and Bank shall negotiate fees for the term of an Extension Period. Bank shall be authorized to begin work under the terms of this Agreement upon signing of this Agreement and shall begin offering banking services to Customer no later than the Effective Date, unless a mutual written agreement is signed to change the schedule. An extension of the time for beginning of service may be given by Customer due to conditions not expected or anticipated at the time of execution of this Agreement.

3.1 <u>CONTINUATION OF BANKING SERVICES BEYOND TERM OF AGREEMENT</u>. If Customer continues to utilize Banking Services beyond the term of this Agreement, the pricing for such Banking Services shall be at Bank's standard rates for such Banking Services, and the Banking Services shall be governed and controlled by the agreements, terms, and conditions applicable to such Banking Services.

3.2 <u>EARLY TERMINATION BY CUSTOMER</u>. Customer may terminate this Agreement at any time upon written notice to Bank.

3.3 EARLY TERMINATION BY BANK.

3.3.1 <u>FOR CAUSE</u>. Bank may terminate this Agreement at any time, without prior notice to Customer, for Cause. For purposes of this Agreement, "Cause" means Bank's belief that: (i) the Banking Services have been used to violate applicable laws, rules, or regulations; (ii) the continued use of

GOVERNMENT BANKING SERVICES AGREEMENT - 2 (Jan. 2024) Banking Services may result in a violation of applicable laws, rules, or regulations; or (iii) the continuation of the Banking Services is inconsistent with safe and sound banking practices.

3.3.2. <u>WITHOUT CAUSE</u>. Bank may terminate this Agreement at any time, for any reason other than Cause, upon ninety (90) days prior written notice to Customer.

3.4 If this Agreement is terminated under Section 3.2. or 3.3: (i) a final payment shall be made to Bank for all Banking Services performed as of the effective date of termination; and (ii) Bank shall reasonably cooperate with Customer's transition of Banking Services to the new provider in accordance with applicable law, any agreements governing the Banking Services, and standard industry practices.

4. <u>INSURANCE</u>. Bank shall, at Bank's sole expense, obtain and maintain during the term of this Agreement policies of insurance of those types, in such amounts, and with deductibles appropriate for Bank's size and scope of operations. Bank shall provide a certificate of coverage upon Customer's request, but not more frequently than annually.

5. <u>CUSTOMER REPRESENTATIONS, WARRANTIES, AND COVENANTS</u>. Customer hereby represents, warrants, and covenants that: (i) prior to the execution of this Agreement, Customer has obtained all approvals necessary to enter into and perform under this Agreement; (ii) Customer's execution of this Agreement and performance hereunder does not violate and will not violate any laws, regulations, codes, ordinances, agreements, policies, or other obligations binding upon Customer; and (iii) the individual signing this Agreement has the necessary legal authority to bind Customer to the terms and conditions of this Agreement.

6. <u>COUNTERPARTS AND EXECUTION BY ELECTRONIC MEANS</u>. This Agreement may be executed by the Parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the Parties hereto. Copies of documents or signature pages bearing original signatures, and executed documents or signature pages delivered by a Party by electronic means, shall, in each such instance, be deemed to be, and shall constitute and be treated as, an original signed document or counterpart, as applicable. Any Party delivering an executed counterpart of this Agreement by electronic means also shall deliver an original executed counterpart of this Agreement, to the other Party within five (5) business days of the date of delivery of the electronically signed copy, but the failure to deliver an original executed counterpart signed copy. But the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

#### 7. <u>MISCELLANEOUS</u>.

7.1 <u>INTERPRETATION; JURISDICTION; VENUE</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, except if preempted by federal law. In any action brought or arising out of this Agreement, the Parties hereby consent to the jurisdiction of any federal or state court having proper venue within the state of Washington and also consents to the service of process by any means authorized by Washington or federal law.

GOVERNMENT BANKING SERVICES AGREEMENT - 3 (Jan. 2024) 7.2 <u>HEADINGS</u>. The headings used in this Agreement are for convenience only and shall be disregarded in interpreting the substantive provisions of this Agreement.

7.3 <u>SUBCONTRACTING</u>. Bank shall not subcontract its obligations under this Agreement without Customer's express, prior, written consent; provided, however: (i) Bank's use of third-party vendors to provide Banking Services, consistent with Bank's standard practices, shall not constitute an impermissible subcontracting of its obligations; and (ii) Bank shall remain responsible for any breach of this Agreement by Bank's third-party vendors.

7.4 <u>SEVERANCE OF TERMS</u>. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed therefrom, and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been a part thereof.

7.7 <u>CONSTRUCTION OF TERMS AND PROVISIONS</u>. In the event of any ambiguities in the language hereof, there shall be no inference drawn in favor of or against either Party. Each Party has reviewed this Agreement and accordingly the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not apply.

7.8 <u>RESERVATION OF RIGHTS; EXERCISE OF REMEDIES; NO WAIVER</u>. No failure on a Party's part at any time to require the performance by the other Party of any term of this Agreement shall in any way affect a Party's rights to enforce such term, nor shall any waiver by a Party of any term hereof be taken or held to be a waiver of any other term hereof or of any breach or subsequent breach hereof.

7.9 <u>NO THIRD PARTY BENEFICIARIES</u>. This Agreement does not confer any rights or remedies upon any person or entity other than the Parties, and their respective successors and permitted assigns as limited by section 9 of this Agreement.

7.10 <u>CONFLICTING TERMS OF AGREEMENTS</u>. Except for the pricing set forth in Exhibit B, in the event a term or condition of this Agreement conflicts with the terms or conditions of a disclosure or another agreement between Customer and Bank regarding the Banking Services, the terms and conditions of the disclosure or other agreement shall control.

7.11 <u>INDEPENDENT CONTRACTOR</u>. The Parties' relationship under this Agreement is that of depository institution and customer. No fiduciary, quasi-fiduciary, or special relationship exists between Customer and Bank. Bank is an independent contractor with respect to the provision of Banking Services under this Agreement. Nothing in this Agreement shall create an employee/employer relationship between the Parties, or between the employees of Bank and Customer.

7.12 <u>REMEDIES</u>. Nothing in this Agreement shall limit or waive any of Customer's rights under applicable law.

8. <u>INTEGRATION; INTERPRETATION</u>. This Agreement contains or expressly incorporates by reference the entire agreement of the Parties with respect to the matters contemplated therein, and supersede all prior negotiations. This Agreement shall not be modified except by written instrument executed by Customer and Bank. Any reference(s) to other agreements, disclosures, or terms and

GOVERNMENT BANKING SERVICES AGREEMENT - 4 (Jan. 2024) conditions applicable to the Banking Services includes any amendments, modifications, updates, replacements, and/or substitutions issued or approved by Bank.

9. <u>SUCCESSORS, ASSIGNMENT</u>. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of the Parties; provided however, that Customer may not assign or transfer its interest hereunder without Bank's prior written consent.

10. <u>NOTICES</u>. All notices, requests, and demands that any Party is required or may desire to give to any other Party under any provision of this Agreement must be in writing and delivered to each Party at the following address:

CUSTOMER:	Town of Woodway Attn: Eric A. Faison, Town Administrator 23920 113 <sup>th</sup> Place W. Woodway, WA 98020
LENDER:	HomeStreet Bank Attn: Commercial Lending 601 Union Street, Ste. 2000 Seattle, WA 98101
WITH A COPY TO:	HomeStreet Bank Attn: Legal Department 601 Union Street, Ste. 2000 Seattle, WA 98101

or to such other address as any Party may designate by written notice to all other Parties. Each such notice, request, and demand shall be deemed given or made as follows: (a) if sent by hand delivery, upon delivery; (b) if sent by mail, upon the earlier of the date of receipt or three (3) days after deposit in the U.S. mail, first class and postage prepaid; or (c) if sent by overnight or express mail, upon the earlier of receipt or the delivery day after deposit with the overnight or express carrier.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

HOMESTREET BANK, a Washington State chartered commercial bank

TOWN OF WOODWAY, a Washington municipal entity,

Ву:	
Name:	
Its:	

Ву:		
Name:		
lts:		

#### EXHIBIT A BANKING SERVICES

	Services	Documentation*	
$\boxtimes$	Public Funds Analyzed (Non-Interest)	Business Signature Card; Deposit Account Agreement;	
	Checking Account	Terms & Conditions for Public Funds Analyzed	
		Checking Accounts; Schedule of Fees for Business	
		Deposit Accounts	
$\boxtimes$	Public Funds Interest Checking	Business Signature Card; Deposit Account Agreement;	
	Account	Terms & Conditions for Public Funds Checking	
		Accounts; Schedule of Fees for Business Deposit	
		Accounts	
$\boxtimes$	ACH Origination	ACH Origination Agreement + Exhibit A	
$\boxtimes$	Wire Origination	Business Wire Application	
$\boxtimes$	Positive Pay	Positive Pay Agreement; ACH Blocks Authorization	
		Form	
$\boxtimes$	Remote Deposit Capture	RDC Agreement + Exhibit A	
$\boxtimes$	Zero Balance Sweeps	ZBS Setup Request	
	Lockbox Services	Lockbox Agreement; Lockbox Addendum	
	Returned Item Special Handling	Returned Item Special Handling Setup Form	
	Electronic Data Interchange Reporting	EDI Reporting Setup Form	

\*Additional documentation may be required; not all listed items may apply.

#### EXHIBIT B ANALYZED BANKING SERVICES BILLING DETAILS & FEE SCHEDULE

**Earnings Credit & Analysis Billing Details:** The following is summary level data only. For full terms and conditions, see, "Terms & Conditions for Business Analyzed Checking Accounts" as referenced in Exhibit A.

Account(s) in Scope:	Public Funds Analyzed Checking
Monthly Earnings Credit Rate (ECR) at contract start date	1.50%
(subject to change):	
Monthly ECR Floor (guaranteed through initial contract	1.00%
term):	
Formula used to calculate monthly earnings credit	Investable Balance multiplied by monthly
allowance (ECA), which will be applied towards the	ECR, multiplied by days open, divided by
Customer's monthly analysis service charge:	366
Billing Settlement Frequency:	Annual - each month, the Customer's
	service charge deficit or ECA surplus will
	roll forward until final settlement.
Billing Cycle Period:	January - December
Billing Settlement Month (if a net service charge is	January (on behalf of prior calendar year)
accrued):	

**Analyzed Banking Services Fee Schedule:** The following unit prices are guaranteed through an initial contract term. Estimated volumes and cost (where applicable) are provided for reference only.

This section specifically lists services that Customer currently uses, and services that Customer has agreed to begin using as part of a move to Bank. See "Terms & Conditions for Business Analyzed Checking Accounts" (as referenced in Exhibit A) for a complete list of Bank's analysis fees.

ITEM	UNIT PRICE	ESTIMATED MONTHLY VOLUME	ESTIMATED MONTHLY COST	ADDITIONAL COMMENTS
General Account Services:				
Monthly Account Maintenance	\$15.00	1	\$15.00	
Paper Statement Fee	\$0.00	1	\$0.00	
Electronic Statement Fee	\$0.00	1	\$0.00	
Deposit Assessment Fee	\$0.00	200,000	\$0.00	
Depository Services:				
Deposits Posted (Branch or Remote	\$0.35	6	\$2.10	
Deposit Capture)				
Checks Processing, Per Item (Branch or Remote Deposit Capture)	\$0.15	51	\$7.65	

GOVERNMENT BANKING SERVICES AGREEMENT - 7 (Jan. 2024)

ACH Received Items (Debits &	\$0.10	38	\$3.80	
Credits)	Ş0.10	50	Ş3.60	
Checks Written	\$0.20	31	\$6.20	
Returned Deposit Item - Check	\$10.00	1	\$10.00	
Stop Payment, Per Item (Online	\$15.00	1	\$10.00	
Initiation)	Ş15.00			
Currency & Coin Deposited, per \$100	\$0.13			
	Ş0.15			
General ACH Services:				
ACH Originated Items (Standard &	\$0.20	15	\$3.00	
Same-Day)	<i>+</i> 0.120		+0.00	
ACH Online Monthly Maintenance	\$30.00	1	\$30.00	
ACH Batches Originated	\$5.00	1	\$5.00	
Originated ACH Return or NOC (per	\$10.00	1	·	
item) – related online reporting				
provided free of charge				
- C				
Wire Transfer Services:	1			
Incoming Domestic Wire	\$15.00			
Outgoing Domestic Wire (Online	\$15.00	1	\$15.00	
Origination)				
Repetitive Wire Transfer (Online	\$15.00			
Origination - Domestic)				
Wire Transfer Reporting	\$0.00			
Online Banking Services:	4	1	4.5.5.5	
Multi User Business Online Banking -	\$0.00	3	\$0.00	
Per User	40.00		40.00	
Bus Online Extended History - 18	\$0.00	1	\$0.00	
Months	¢0.00	2	<u> </u>	
Token Security	\$0.00	3	\$0.00	
Other Charges (list and Describe)				
Other Charges (List and Describe) Check Positive Pay - Monthly	\$20.00	1	\$20.00	
Maintenance	γ20.00	*	<b>γ20.00</b>	
Check Positive Pay - Per Cleared	\$0.05	32	\$1.60	
Check	<b>40.00</b>		Ŷ1.00	
Check Positive Pay - Per Exception	\$0.10			
ltem	,			
Check Positive Pay - Per Exception	\$30.00	1		
Item (Returned)				
ACH Positive Pay w/ Filters - Per	\$10.00	1	\$10.00	
Account Monthly maintenance				

ACH Positive Pay w/ Block All - Per Account Monthly maintenance	\$0.00	1	\$0.00	Applies to interest bearing checking – analyzed account will be set as lead account for billing purposes.
Remote Deposit Capture - Monthly Maintenance	\$50.00	1	\$50.00	
Interest Bearing Checking - Zero Balance Sweep (Lead Account)	\$25.00	\$25.00	\$25.00	Applies to interest bearing checking – analyzed account will be set as lead account for billing purposes.
Interest Bearing Checking - Zero Balance Sweep (Sub Account)	\$10.00	1	\$10	

#### EXHIBIT C NON-ANALYZED BANKING SERVICES BILLING DETAILS & FEE SCHEDULE

All rates and pricing information outlined in this Exhibit C are effective as of the contract start date, but subject to change and therefore not guaranteed through an initial contract term.

**Interest Earnings:** The following is summary level data only. For full terms and conditions, see, "Terms & Conditions for Public Funds Checking Accounts" as referenced in Exhibit A.

Account(s) in Scope:	Public Funds Interest Checking		
Annual Percentage Yield (APY):	1.50%		
Interest Compounding Frequency:	Monthly		

#### Non-Analyzed Banking Services Billing Overview:

Non-Analyzed Service Charges - Account(s) in Scope:	Public Funds Interest Checking, Public Funds Analyzed Checking	
Non-Analyzed Service Charges Billing Method	Direct Debit to Applicable Account	

**Non-Analyzed Banking Services Fee Schedule:** The following fees are assessed only when applicable, and paid for via a direct debit to the associated account. This is a non-complete, summary list based on Customer's existing business model. For a complete list of Bank's non-analyzed banking services fees, see "Schedule of Fees for Business Deposit Accounts" as referenced in Exhibit A.

ITEM	UNIT PRICE	ESTIMATED MONTHLY VOLUME	ESTIMATED MONTHLY COST	ADDITIONAL COMMENTS		
Applicable to Public Funds Interest Checking Only:						
Monthly Account Maintenance	\$15.00			Waived with a minimum daily balance of \$5,000		
Applicable to Public Funds Interest Checking & Public Funds Analyzed Checking:						
Overdraft Fee	\$30.00			Per item		
NSF (Non-Sufficient Funds) Return Item Fee	\$30.00			Per item		
Statement Copies	\$5			18 months of online history and first monthly paper copy provided free of charge		
Copy of Check or Deposit	\$3			18 months of online history provided free of charge		

GOVERNMENT BANKING SERVICES AGREEMENT - 10 (Jan. 2024)

## TOWN OF WOODWAY

### **RESOLUTION 2024-462**

### A RESOLUTION ADOPTING AUTHORIZED SIGNATURES FOR THE TOWN OF WOODWAY'S HOMESTREET BANK ACCOUNTS

The Town Council of the Town of Woodway does hereby resolve as follows:

Section 1. The people listed in Section 2 are hereby authorized to sign, on behalf of the Town of Woodway, orders for payment or withdrawal from the Town of Woodway's HomeStreet Bank accounts, whether payable to any of the authorized signees or otherwise; such orders shall require the signature(s) of any two (2) of said persons. All prior authorizations are hereby superseded. This authority shall remain in effect until the Town of Woodway terminates said authority in writing to the Bank.

Section 2. List of Authorized Signers

- Michael S. Quinn, Mayor
- Elizabeth Mitchell, Mayor Pro Tem
- Heidi K. S. Napolitino, Clerk-Treasurer
- Kimberlee Sullivan, Deputy Clerk-Treasurer/Permit Technician
- Eric A. Faison, Town Administrator

PASSED this 4<sup>th</sup> day of March 2024 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

Michael S. Quinn, Mayor

ATTEST:

Heidi K. S. Napolitino, Clerk-Treasurer