TOWN OF WOODWAY COUNCIL MEETING AGENDA

MONDAY, MAY 6, 2024 6:00 P.M.

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

6:00 р.м.		Call to Order, Flag Salute, & Roll Call
6:00 p.m.	I	Staff Recognition – Terry Bryant
6:15 P.M.		Public Comments*
6:20 p.m.	II	Approval of Payments – May 6, 2024 Claims; April 2024 Payroll
6:25 P.M.	III	Approval of Minutes – April 1, 2024; April 15, 2024; April 17, 2024 Special Meeting; April 20, 2024 Special Meeting
6:30 p.m.	IV	Council Reports
6:35 p.m.	V	Mayor's Report
6:40 p.m.	VI	Town Administrator's Report
6:45 p.m.	VII	Twin Maples Traffic Calming Public Comment & Discussion
7:25 p.m.	VIII	1 st Quarter 2024 Finance Reports
7:30 p.m.	IX	Resolution 2024-463: Cash Management Policy Update
7:35 p.m.	X	Amendment to Interlocal Cooperation Agreement for Inter-Jurisdictional Coordination Relating to Affordable Housing Within Snohomish County
7:40 p.m.	XI	Separation Agreement
7:45 p.m.		Public Comments*
7:50 p.m.		General Council Discussion – Choice of Subjects
7:55 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 20	024 payment:
Claims checks #14506 through 14519 and EFT	Γs #556, 600, 622\$24,460.01
This 6 th day of May 2024.	
Mayor	Councilmember
	Councilmember
	Councilmember

*Note: one large item is being paid

• \$12,076.25 for Town Planner Services including \$5,703.75 for general planning work (code update prep, meetings/communications) and \$5,655.00 for work on the Comp Plan update

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

- 1. WMCA Conference travel expense H. Napolitino: \$451.92
- 2. WMCA Conference travel expense K. Sullivan: \$451.92
- 3. Fuel: \$418.12 (PD \$63.96; PW \$354.16)



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 April 2024 Payroll transactions, fo	for 7.62 FTE, are approved for 2024 payment:
EFT transactions #558 through 577	\$70,033.88
This 30 th day of April 2024	
Mayor	Councilmember
	Councilmember
	Councilmember

^{*} There were 4 comp time hours accrued in April 2024

TOWN OF WOODWAY COUNCIL MEETING MINUTES

MONDAY, APRIL 1, 2024 6:00 P.M.

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

Members Present	☐ Mayor Mike Quinn☑ Councilmember Elizabeth Mitchell☑ Councilmember John Brock	 □ Councilmember Rajeev Thakur ⋈ Councilmember Jim Willett ⋈ Councilmember Steve Mitchell
Staff & Guests Present	 ☑ Town Administrator Eric Faison ☐ Public Works Director Terry Bryant ☐ Police Chief Jason Valentine ☐ Town Planner Bill Trimm 	 ☑ Clerk-Treasurer Heidi Napolitino ☐ Town Engineer John Forba ☐ Fire Chief Matt Cowan ☐ Building Official Tom Phillips
	*Attended virt	ually

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Pro Tem Mitchell called the meeting to order at 6:03 p.m. Mayor Quinn and Councilmember Thakur had excused absences.

PUBLIC COMMENTS

The following people commented:

Bill Krepick

The following subjects were addressed:

- Public Works duties
- Fire/EMS costs
- Annexation

I - APPROVAL OF PAYMENTS - APRIL 1, 2024 CLAIMS

Councilmember Brock moved to approve the April 1, 2024 claims checks #14478 through 14492 and EFTs #462, 464, and 465, totaling \$197,824.97. Councilmember Willett seconded the motion. The motion passed unanimously.

I - APPROVAL OF PAYMENTS - MARCH 2024 PAYROLL

Councilmember Willett moved to approve the March 2024 payroll EFT transactions #371, 430 through 450, 481, 482, and check #14477 totaling \$77,324.26. Councilmember S. Mitchell seconded the motion. The motion passed unanimously.

II - APPROVAL OF MINUTES - MARCH 4, 2024 MEETING MINUTES

Councilmember Willett moved to approve the March 4, 2024 council meeting minutes. Councilmember Brock seconded the motion. The motion passed unanimously.

II - APPROVAL OF MINUTES - MARCH 18, 2024 MEETING MINUTES

Councilmember Brock moved to approve the March 18, 2024 council meeting minutes. Councilmember Willett seconded the motion. The motion passed unanimously.

III - COUNCIL REPORTS

Councilmember Brock:

- Reported on several recent regional meetings.
- The WRIA-8 ILA will need to be renewed at the end of 2024.
- Commented on recent letters from residents.

IV - MAYOR PRO TEM'S REPORT

 Volunteer Coordinator Tim Cashman reported on a recent volunteer event and reminded the Council of two upcoming volunteer events including an ivy removal event on April 13.

V - TOWN ADMINISTRATOR'S REPORT

- Gave an update on the annexation process.
- The Whisper will be mailed soon.
- Shared traffic data/speed counts.
- Clerk-Treasurer Napolitino gave a brief update on new volunteer procedures. Discussion followed.

PUBLIC COMMENTS

The following people commented:

- Jay Grant, Port of Edmonds Commissioner
- Steve Johnson
- Bill Krepick

The following subjects were addressed:

- Update on Port of Edmonds grants, strategic planning process, and emergency planning
- Stormwater runoff in Twin Maples
- Traffic calming throughout Town and in Edmonds
- Annexation timing
- Volunteer opportunities

VI - GENERAL COUNCIL DISCUSSION - CHOICE OF SUBJECTS

• Commented on traffic calming options

MEETING ENDS

Councilmember Brock moved to end the meeting. *Councilmember Willett* seconded the motion. The motion passed unanimously. The meeting ended at 7:06 p.m.

Respectfully Submitted,	APPROVED BY THE TOWN COUNCIL
Heidi K. S. Napolitino, Clerk-Treasurer	Michael S. Quinn, Mayor

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

TOWN OF WOODWAY COUNCIL MEETING MINUTES

MONDAY, APRIL 15, 2024 6:00 P.M.

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

Members Present	☑ Mayor Mike Quinn☑ Councilmember Elizabeth Mitchell☑ Councilmember John Brock*	☒ Councilmember Rajeev Thakur*☒ Councilmember Jim Willett☒ Councilmember Steve Mitchell
Staff & Guests Present	 ☑ Town Administrator Eric Faison ☐ Public Works Director Terry Bryant ☑ Police Chief Jason Valentine* ☐ Town Planner Bill Trimm 	 ☑ Clerk-Treasurer Heidi Napolitino ☑ Town Engineer John Forba ☑ Fire Chief Matt Cowan* ☑ Building Official Tom Phillips
	*Attended virt	ually

CALL TO ORDER, FLAG SALUTE, ROLL CALL

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

I - PUBLIC SAFETY UPDATE - POLICE CHIEF JASON VALENTINE

Police Chief Jason Valentine presented 2023 year-end reports and the Q.1 2024 quarterly report. Discussion of traffic safety/speeding and staffing followed.

I - PUBLIC SAFETY UPDATE - FIRE CHIEF MATT COWAN

Fire Chief Matt Cowan presented the Q.1 2024 quarterly report. He reported on several items including a possible RFA between Shoreline Fire Department and Northshore Fire Department (Lake Forest Park & Kenmore) and a possible administrative services contract with Bothell. Neither change would materially impact Woodway's service. Discussion followed.

PUBLIC COMMENTS

The following people commented:

- Carla Nichols
- Lynda Tripp
- Bill Krepick

The following subjects were addressed:

- Thanks for the public safety reports
- Speeding/traffic calming
- Recent written public comments

II - APPROVAL OF PAYMENTS - APRIL 15, 2024 CLAIMS

Councilmember E. Mitchell moved to approve the April 15, 2024 claims checks #14493 through 14505 totaling \$5,764.14. *Councilmember Willett* seconded the motion. The motion passed unanimously.

III - COUNCIL REPORTS

Councilmember Brock:

- Recently attended a Port of Edmonds meeting.
- Attended the volunteer event on Saturday, which was very successful.
- Shared that he would be attending several upcoming meetings.

Councilmember E. Mitchell:

• Gave kudos on the recent volunteer event.

IV - MAYOR'S REPORT

- The Woodway Whisper was recently mailed out to all residents.
- Reminded the public of the open Planning Commission seat and the deadline to apply.
- Reported on the youth violence trend in Snohomish County.
- Volunteer Coordinators Tim Cashman and Alethea Westover gave an update on volunteer activities.
- Reminded the Council of several upcoming community meetings.

V - TOWN ADMINISTRATOR'S REPORT

- Reported that no bids were received yet for the curbing project.
- Snohomish County will be able to resume offering striping services to the Town.

VI - TRAFFIC CALMING DISCUSSION

Town Administrator Faison presented a summary of traffic calming options suggested by Mayor, Council, and staff. A discussion followed. Council will discuss further at the upcoming study session.

VII - ORDINANCE 2024-656: WMC 2.16 - SALARY SCHEDULE

Clerk-Treasurer Napolitino presented Ordinance 2024-656: WMC 2.16 – Salary Schedule, which would change the Police Chief compensation from hourly to salary. The resulting change to the Police Chief's compensation would not result in a budget increase.

ACTION:

Councilmember Brock moved to adopt Ordinance 2024-656: WMC 2.16 – Salary Schedule. Councilmember E. Mitchell seconded the motion. The motion passed unanimously.

PUBLIC COMMENTS

The following people commented:

- Bill Krepick
- Tim Cashman

- Carla Nichols
- Todd Aton
- Scott Jacobson
- Steve Gunn
- Diane Cashman

The following subjects were addressed:

- Annexation timing
- Traffic calming considerations

GENERAL COUNCIL DISCUSSION - CHOICE OF SUBJECTS

Mayor Quinn commented on information in the recent Whisper edition.

There was a discussion of Twin Maples speed humps and annexation.

MEETING ENDS

Councilmember E. Mitchell moved to end the meeting. Councilmember Willett seconded the motion. The motion passed unanimously. The meeting ended at 8:02 p.m.

Respectfully Submitted,	APPROVED BY THE TOWN COUNCIL
Heidi K. S. Napolitino, Clerk-Treasurer	Michael S. Quinn, Mayor

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

TOWN OF WOODWAY COUNCIL SPECIAL MEETING MINUTES

WEDNESDAY, APRIL 17, 2024 10:30 A.M.

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

Members Present		☐ Councilmember Rajeev Thakur	
	☐ Councilmember Elizabeth Mitchell	⊠ Councilmember Jim Willett	
	☐ Councilmember John Brock	☐ Councilmember Steve Mitchell	
Staff & Guests Present	☐ Town Administrator Eric Faison	☐ Clerk-Treasurer Heidi Napolitino	
	☐ Public Works Director Terry Bryant	☐ Town Engineer John Forba	
	☐ Police Chief Jason Valentine	☐ Fire Chief Matt Cowan	
	☐ Town Planner Bill Trimm	☐ Town Attorney Greg Rubstello	
	*Attended virt	ually	

CALL TO ORDER, FLAG SALUTE, ROLL CALL

Mayor Quinn called the meeting to order at 10:42 a.m. Councilmember Thakur had an excused absence. Councilmember S. Mitchell arrived at 10:48 a.m.

The Council discussed the topics below.

II - EXECUTIVE SESSION TO DISCUSS POTENTIAL LITIGATION

At 10:45 a.m., Mayor Quinn recessed to Executive Session to discuss potential litigation with an estimated end time of 11:30 a.m.

At 11:26 a.m., Mayor Quinn extended the Executive Session to 11:45 a.m.

At 11:44 a.m., Mayor Quinn extended the Executive Session to 12:15 p.m.

At 12:15 p.m., Mayor Quinn extended the Executive Session to 12:30 p.m.

At 12:30 p.m., Mayor Quinn reconvened the meeting.

Mayor Quinn called a short recess at 12:30 p.m.

I - TOWN FINANCES

III - POINT WELLS

No discussion

IV - PUBLIC SAFETY

V - GENERAL COUNCIL DISCUSSION - CHOICE OF SUBJECTS

No discussion

MEETING ENDS

Councilmember Brock moved to end the meeting. *Councilmember Willett* seconded the motion. The motion passed unanimously. The meeting ended at 1:56 p.m.

Respectfully Submitted,	APPROVED BY THE TOWN COUNCIL			
Heidi K. S. Napolitino, Clerk-Treasurer	Michael S. Quinn, Mayor			

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

TOWN OF WOODWAY COUNCIL SPECIAL MEETING MINUTES

SATURDAY, APRIL 20, 2024 10:00 A.M.

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

Members Present		_
Staff &	☑ Councilmember John Brock☑ Town Administrator Eric Faison	☑ Councilmember Steve Mitchell☐ Clerk-Treasurer Heidi Napolitino
Guests Present	☐ Town Attorney Greg Rubstello ☐ Police Chief Jason Valentine *Attende	☐ Town Planner Bill Trimm ☐ Public Works Director Terry Bryant d virtually
	_	0:05 a.m. Councilmember Rajeev Thakur had an
	cil held community discussions on the	ne topics below.
I - PUBLIC II - TOWN		
III - POINT		
IV - GENER No discus	AAL Q&A	
		eting. Councilmember E. Mitchell seconded the meeting ended at 12:07 p.m.
Respectfully	y Submitted,	APPROVED BY THE TOWN COUNCIL
Heidi K. S.	. Napolitino, 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.)

2024 BUDGET POSITION TOTALS

Town Of Woodway Months: 01 To: 03 Time: 15:07:37 Date: 04/27/2024

Page:

Fund	Revenue Budgeted	Received		Expense Budgeted	Spent	
001 General Fund	2,124,144.00	309,433.44	14.6%	2,402,637.00	680,851.30	28%
002 Replacement Reserve Fund	20,000.00	0.00	0.0%	10,000.00	0.00	0%
004 Deposit Fund	0.00	200.00	0.0%	0.00	0.00	0%
107 Affordable Housing Sales Tax Fur	1,700.00	569.81	33.5%	1,700.00	0.00	0%
301 Capital Projects Fund (REET)	120,000.00	40,491.00	33.7%	136,450.00	0.00	0%
420 Stormwater Utility Fund	84,500.00	42,033.41	49.7%	126,638.00	7,579.40	6%
645 Custodial Fund	0.00	3,567.79	0.0%	0.00	0.00	0%
	2.350.344.00	396,295,45	16.9%	2.677.425.00	688,430,70	25.7%

Town Of Woodway Time: 15:07:37 Date: 04/27/2024

Town of Woodway		11111 c . 13.07	Page:	1
001 General Fund		_	Months:	01 To: 03
Revenues	Amt Budgeted	Revenues	Remaining	
100 General				
010 Property Taxes	1,205,437.00	34,043.57	1,171,393.43	2.8%
030 Sales/Excise Taxes	200,000.00	66,751.76	133,248.24	33.4%
040 Utility Taxes/Fees	297,977.00	99,045.56	198,931.44	33.2%
070 Licenses/Other Permits/Fees	10,250.00	3,466.65	6,783.35	33.8%
080 Intergovernmental Revenue	47,505.00	4,785.48	42,719.52	10.1%
090 Interest	83,400.00	37,351.36	46,048.64	44.8%
100 Fines	500.00	0.00	500.00	0.0%
110 Other Revenue	4,150.00	7,359.51	(3,209.51)	177.3%
120 Facility Rental	0.00	400.00	(400.00)	0.0%
100 General	1,849,219.00	253,203.89	1,596,015.11	13.7%
200 Building & Planning				
050 Development Permits/Fees	54,338.00	28,375.57	25,962.43	52.2%
060 Development Permits/Fees - Reimbursements	26,000.00	9,433.08	16,566.92	36.3%
080 Intergovernmental Revenue	49,500.00	0.00	49,500.00	0.0%
200 Building & Planning	129,838.00	37,808.65	92,029.35	29.1%
300 Public Works & Parks				
050 Development Permits/Fees	3,675.00	1,155.00	2,520.00	31.4%
070 Licenses/Other Permits/Fees	50.00	0.00	50.00	0.0%
080 Intergovernmental Revenue	26,157.00	5,952.38	20,204.62	22.8%
090 Intergovernmental Revenue	3,600.00	0.00	3,600.00	0.0%
130 Interfund Loans & Transfers	75,596.00	0.00	75,596.00	0.0%
300 Public Works & Parks	109,078.00	7,107.38	101,970.62	6.5%
400 Public Safety				
030 Sales/Excise Taxes	30,000.00	8,035.06	21,964.94	26.8%
080 Intergovernmental Revenue	3,009.00	1,321.91	1,687.09	43.9%
100 Fines	3,000.00	1,956.55	1,043.45	65.2%
400 Public Safety	36,009.00	11,313.52	24,695.48	31.4%
Fund Revenues:	2,124,144.00	309,433.44	1,814,710.56	14.6%
Expenditures	Amt Budgeted	Expenditures	Remaining	
100 General				
510 Salaries & Benefits	271,321.00	72,269.40	199,051.60	26.6%
520 Operating Expenses	60,137.00	27,789.29	32,347.71	46.2%
530 Utilities	22,029.00	4,062.26	17,966.74	18.4%
540 Insurance	21,127.00	19,723.20	1,403.80	93.4%
550 Governmental Services	8,200.00	3,411.86	4,788.14	41.6%
560 Supplies	5,040.00	811.99	4,228.01	16.1%
580 New Equipment	4,500.00	86.02	4,413.98	1.9%
590 Equipment Maintenance	1,800.00	110.99	1,689.01	6.2%
650 Contract/Prof. Services - Legal	40,000.00	2,040.50	37,959.50	5.1%

Town Of Woodway	GET FOSITION	Time: 15:07	:37 Date: 04/ Page:	27/2024 2
001 General Fund			Months:	01 To: 03
Expenditures	Amt Budgeted	Expenditures	Remaining	
655 Contract/Prof. Services - Public Records Request				
655 Contract/Prof. Services - Public Records Request	0.00	48.75	(48.75)	0.0%
680 Fairs & Events	6,210.00	0.00	6,210.00	0.0%
720 Debt Service	57,191.00	0.00	57,191.00	0.0%
100 General	497,555.00	130,354.26	367,200.74	26.2%
200 Building & Planning				
510 Salaries & Benefits	181,106.00	46,195.80	134,910.20	25.5%
520 Operating Expenses	3,465.00	742.98	2,722.02	21.4%
560 Supplies	100.00	0.00	100.00	0.0%
630 Contract Services - Fire & BLS	1,500.00	0.00	1,500.00	0.0%
660 Contract/Prof. Services - Other	53,000.00	16,122.75	36,877.25	30.4%
670 Contract/Prof. Services - Other - Reimbursible	65,790.00	16,013.88	49,776.12	24.3%
200 Building & Planning	304,961.00	79,075.41	225,885.59	25.9%
300 Public Works & Parks				
510 Salaries & Benefits	353,181.00	82,487.88	270,693.12	23.4%
520 Operating Expenses	4,504.00	263.00	4,241.00	5.8%
540 Insurance	34,572.00	31,076.40	3,495.60	89.9%
560 Supplies	4,000.00	886.12	3,113.88	22.2%
570 Fuel & Oil	5,500.00	501.80	4,998.20	9.1%
580 New Equipment	2,500.00	689.38	1,810.62	27.6%
590 Equipment Maintenance	4,500.00	0.00	4,500.00	0.0%
610 Vehicle Maintenance	3,000.00	0.00	3,000.00	0.0%
620 Facility Management	63,162.00	15,157.78	48,004.22	24.0%
660 Contract/Prof. Services - Other	52,000.00	0.00	52,000.00	0.0%
300 Public Works & Parks	526,919.00	131,062.36	395,856.64	24.9%
400 Public Safety				
510 Salaries & Benefits	114,562.00	21,306.74	93,255.26	18.6%
520 Operating Expenses	1,800.00	77.42	1,722.58	4.3%
530 Utilities	1,148.00	92.91	1,055.09	8.1%
540 Insurance	34,572.00	31,076.40	3,495.60	89.9%
560 Supplies	1,350.00	50.00	1,300.00	3.7%
570 Fuel & Oil	1,450.00	127.60	1,322.40	8.8%
580 New Equipment	1,000.00	0.00	1,000.00	0.0%
590 Equipment Maintenance	282.00	0.00	282.00	0.0%
610 Vehicle Maintenance	1,500.00 500.00	0.00 0.00	1,500.00 500.00	0.0% 0.0%
620 Facility Management 630 Contract Services - Fire & BLS	629,087.00	0.00 157,270.47	471,816.53	25.0%
640 Contract Services - File & BLS	278,856.00	129,197.48	149,658.52	46.3%
650 Contract/Prof. Services - Legal	4,200.00	700.00	3,500.00	16.7%
660 Contract/Prof. Services - Other	2,895.00	460.25	2,434.75	15.9%
400 Public Safety	1,073,202.00	340,359.27	732,842.73	31.7%
_				
Fund Expenditures:	2,402,637.00	680,851.30	1,721,785.70	28.3%

Town Of Woodway

Time: 15:07:37 Date: 04/27/2024
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001 General Fund

Months: 01 To: 03

Fund Excess/(Deficit): (278,493.00) (371,417.86)

Town Of Woodway		Time: 15	:07:37	Date: Page:	04/2	7/2024 4
002 Replacement Reserve Fund				Mor	nths: 0	1 To: 03
Revenues	Amt Budgeted	Revenue	S	Remair	ning	
100 General						
010 Property Taxes	20,000.00	0.0)	20,00	0.00	0.0%
100 General	20,000.00	0.0)	20,000	0.00	0.0%
Fund Revenues:	20,000.00	0.00)	20,000	0.00	0.0%
Expenditures	Amt Budgeted	Expenditure	S	Remair	ning	
300 Public Works & Parks						
580 New Equipment	10,000.00	0.0)	10,00	0.00	0.0%
300 Public Works & Parks	10,000.00	0.00)	10,000	0.00	0.0%
Fund Expenditures:	10,000.00	0.00)	10,000	0.00	0.0%
Fund Excess/(Deficit):	10,000.00	0.0)			

Town Of Woodway		Time: 15:0	7:37 Date: 04/2 Page:	27/2024
004 Deposit Fund			Months: (
Revenues	Amt Budgeted	Revenues	Remaining	
100 General				
120 Facility Rental	0.00	200.00	(200.00)	0.0%
100 General	0.00	200.00	(200.00)	0.0%
Fund Revenues:	0.00	200.00	(200.00)	0.0%
Fund Excess/(Deficit):	0.00	200.00		

Town Of Woodway Time: 15:07:37 Date: 04/27/2024

,			Page:	6
107 Affordable Housing Sales Tax Fund			Months: (01 To: 03
Revenues	Amt Budgeted	Revenues	Remaining	
100 General				
030 Sales/Excise Taxes	1,700.00	569.81	1,130.19	33.5%
100 General	1,700.00	569.81	1,130.19	33.5%
Fund Revenues:	1,700.00	569.81	1,130.19	33.5%
Expenditures	Amt Budgeted	Expenditures	Remaining	
100 General				
520 Operating Expenses	1,700.00	0.00	1,700.00	0.0%
100 General	1,700.00	0.00	1,700.00	0.0%
Fund Expenditures:	1,700.00	0.00	1,700.00	0.0%
Fund Excess/(Deficit):	0.00	569.81		

Town Of Woodway	Time:	15:07:37	Date:	04/27/2024
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301 Capital Projects Fund (REET)			Months: (01 To: 03
Revenues	Amt Budgeted	Revenues	Remaining	
100 General				
020 REET	120,000.00	40,491.00	79,509.00	33.7%
100 General	120,000.00	40,491.00	79,509.00	33.7%
Fund Revenues:	120,000.00	40,491.00	79,509.00	33.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
100 General				
720 Debt Service	60,000.00	0.00	60,000.00	0.0%
100 General	60,000.00	0.00	60,000.00	0.0%
300 Public Works & Parks				
620 Facility Management 700 Capital Projects	1,450.00 75,000.00	0.00 0.00	1,450.00 75,000.00	0.0% 0.0%
300 Public Works & Parks	76,450.00	0.00	76,450.00	0.0%
Fund Expenditures:	136,450.00	0.00	136,450.00	0.0%
Fund Excess/(Deficit):	(16,450.00)	40,491.00		

Town Of Woodway Time: 15:07:37 Date: 04/27/2024

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420 Stormwater Utility Fund			Months: (01 To: 03
Revenues	Amt Budgeted	Revenues	Remaining	
300 Public Works & Parks				
040 Utility Taxes/Fees 100 Fines	84,500.00 0.00	41,618.41 415.00	42,881.59 (415.00)	49.3% 0.0%
300 Public Works & Parks	84,500.00	42,033.41	42,466.59	49.7%
Fund Revenues:	84,500.00	42,033.41	42,466.59	49.7%
Expenditures	Amt Budgeted	Expenditures	Remaining	
300 Public Works & Parks				
520 Operating Expenses550 Governmental Services560 Supplies620 Facility Management660 Contract/Prof. Services - Other690 Other Expenses	4,494.00 5,070.00 1,250.00 4,000.00 32,628.00 3,600.00	3,701.71 2,426.44 0.00 0.00 1,451.25 0.00	792.29 2,643.56 1,250.00 4,000.00 31,176.75 3,600.00	82.4% 47.9% 0.0% 0.0% 4.4% 0.0%
740 Interfund Loans & Transfers	75,596.00	0.00	75,596.00	0.0%
300 Public Works & Parks	126,638.00	7,579.40	119,058.60	6.0%
Fund Expenditures:	126,638.00	7,579.40	119,058.60	6.0%
Fund Excess/(Deficit):	(42,138.00)	34,454.01		

Town Of Woodway Time: 15:07:37 Date: 04/27/2024 Page:

			Page:	9
645 Custodial Fund			Months: 0	1 To: 03
Revenues	Amt Budgeted	Revenues	Remaining	
100 General				
030 Sales/Excise Taxes 100 Fines	0.00	2.84 3,545.45	(2.84) (3,545.45)	0.0% 0.0%
100 General	0.00	3,548.29	(3,548.29)	0.0%
200 Building & Planning				
050 Development Permits/Fees	0.00	19.50	(19.50)	0.0%
200 Building & Planning	0.00	19.50	(19.50)	0.0%
Fund Revenues:	0.00	3,567.79	(3,567.79)	0.0%
Fund Excess/(Deficit):	0.00	3,567.79		

TREASURER'S REPORT

Fund Totals

Town Of Woodway

Date:

04/27/2024

03/01/2024 To: 03/31/2024

Page:

Fund	Previous Balance	Revenue	Expenditures	Ending Balance	Claims Clearing	Payroll Clearing	Outstanding Deposits	Adjusted Ending Balance
001 General Fund	2,194,454.51	136,765.10	161,210.85	2,170,008.76	1,398.83	14,909.45	-12,925.07	2,173,391.97
002 Replacement Reserve Fund	72,684.47	0.00		72,684.47	0.00	0.00	0.00	72,684.47
004 Deposit Fund	0.00	200.00		200.00	0.00	0.00	-200.00	0.00
107 Affordable Housing Sales Tax Fund	6,656.96	149.30		6,806.26	0.00	0.00	0.00	6,806.26
301 Capital Projects Fund (REET)	383,454.35	0.00		383,454.35	0.00	0.00	0.00	383,454.35
420 Stormwater Utility Fund	89,545.27	1,638.62	2,580.36	88,603.53	0.00	0.00	-108.40	88,495.13
645 Custodial Fund	1,753.21	1,814.58		3,567.79	0.00	0.00	0.00	3,567.79
	2,748,548.77	140,567.60	163,791.21	2,725,325.16	1,398.83	14,909.45	-13,233.47	2,728,399.97

TREASURER'S REPORT

Account Totals

Town Of Woodway

03/01/2024 To: 03/31/2024

Date: 04/27/2024

Page: 2

Cash A	accounts	Beg Balance	Deposits	Withdrawals	Ending	Outstanding Rec	Outstanding Exp	Adj Balance
1	US Bank Checking Account LGIP Pool	124,880.10 1,126,812.68	430,066.04 5.040.74	161,754.37 300,000.00	393,191.77 831,853.42	-10,159.52 0.00	16,308.28 0.00	399,340.53 831,853.42
5 6 99	Xpress US Bank Investment Account Petty Cash	292.99 1,496,463.00 100.00	3,423.98 0.00 0.00	0.00 0.00 0.00	3,716.97 1,496,463.00 100.00	-3,073.95	0.00 0.00 0.00	643.02 1,496,463.00 100.00
	Total Cash:	2,748,548.77	438,530.76	461,754.37	2,725,325.16	-13,233.47	16,308.28	2,728,399.97
		2,748,548.77	438,530.76	461,754.37	2,725,325.16	-13,233.47	16,308.28	2,728,399.97

Town of Woodway Quarterly Investment Report As of Q.1 - March 31, 2024

Investment Type	ng balance/ cipal Cost	Net Earnings Rate/ Yield	Final Maturity Date
LGIP	\$ 831,853.42	5.4064%	n/a
Agency Bond - 2024	\$ 499,013.00	4.480%	10/17/2024
Agency Bond - 2025	\$ 997,450.00	4.469%	9/12/2025
Total	\$ 2,328,316.42		

For comparison on 3/31/2023 6 month Treasury bill 5.13%

12 month Treasury bill 4.79%

Town of Woodway January 2024 Investment Transaction Report

Investment Type	Transaction Type	Transaction Date	Amount
LGIP	Net Interest	1/31/2024	\$ 5,143.05

Town of Woodway February 2024 Investment Transaction Report

Investment Type	Transaction Type	Transaction Date	Amount
LGIP	Net Interest	2/29/2024	\$ 4,825.51

Town of Woodway March 2024 Investment Transaction Report

Investment Type	Transaction Type	Transaction Date	Amount
Agency Bond	Interest Payment	3/12/2024	\$ 21,875.00
LGIP	Net Interest	3/31/2024	\$ 5,040.74

TOWN OF WOODWAY

RESOLUTION 2024-463

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODWAY UPDATING ITS CASH HANDLING POLICY

WHEREAS, the Town's Cash Handling Policy was approved in November 2023; and

WHEREAS, the Town's Petty Cash Policy was approved in January 2018; and

WHEREAS, the Town Council wishes to update the Petty Cash Policy and incorporate it into the Cash Handling Policy;

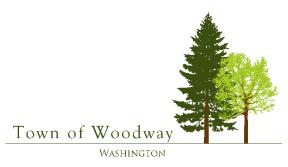
NOW, THEREFORE, the Town Council of the Town of Woodway does hereby resolve as follows:

<u>Section 1.</u> The attached Town of Woodway Cash Handling Policy, dated May 7, 2024, is adopted in its entirety.

PASSED this 6th day of May 2024 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

	Michael S. Quinn, Mayor
ATTEST:	
Heidi K. S. Napolitino, 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.

Adopted by: Resolution 2023 4562024-463

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 and administering the petty cash fund.
- 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 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.

Petty Cash

Woodway Municipal Code section 3.24.065 Petty cash fund. states: *The Clerk-Treasurer* is appointed as custodian of the petty cash fund, which may contain up to one hundred dollars.

- Disbursements from petty cash are to be made only with properly approved supporting receipts.
- If change is needed for a cash accounts payable transaction, and petty cash has adequate funds, bills may be exchanged with the available cash, so long as no money is disbursed in the process (example: a \$20 bill is exchanged for 2 \$10 bills).

Due to Woodway's small staff size, the Town is unable to have its petty cash maintained by a custodian independent of other cash functions. To maintain adequate compensating controls, one staff member from the Clerk's Office will perform the monthly petty cash reconciliation and a different Town staff member will review the reconciliation (and reimbursement checks as necessary).

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).



AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT FOR INTER-JURISDICTIONAL COORDINATION RELATING TO AFFORDABLE HOUSING WITHIN SNOHOMISH COUNTY (the "Interlocal Agreement")

This Amendment (the "Amendment") to the Interlocal Agreement dated [] (the
"Original Agreement" and, together with this Amendment, the "Agreement") is made as of
, 2023, by and among the Cities of Arlington, Edmonds, Everett, Granite Falls,
Lake Stevens, Lynnwood, Marysville, Mill Creek, Mountlake Terrace, Monroe, Mukilteo,
Snohomish, and Stanwood, and the Towns of Darrington and Woodway, all of which are municipal
corporations organized under the laws of the State of Washington; the Housing Authority of
Snohomish County, a public housing authority organized under Ch. 35.82 RCW; and Snohomish
County, a political subdivision of the State of Washington (each a "Party" and together, the
"Parties"). This Amendment is made pursuant to the Interlocal Cooperation Act, Ch. 39.34 RCW,
and has been authorized by the governing body of each Party.

WHEREAS the Parties (except the City of Monroe and the Town of Darrington) entered the Interlocal Agreement and now desire to amend the Interlocal Agreement to add the City of Monroe and the Town of Darrington as parties thereto; and

WHEREAS the Parties wish to create a streamlined procedure for the future addition of parties to the Interlocal Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Term.</u> This Amendment shall be effective when it has been both (a) executed by each of the Parties and (b) filed in the offices of the Snohomish County Auditor.
- 2. <u>Parties.</u> The Agreement is amended to add the City of Monroe and the Town of Darrington as parties thereto. Commencing on the date of this Amendment, the City of Monroe and Town of Darrington shall assume all rights and obligations under the Interlocal Agreement as though each was named as a party therein. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the City of Monroe and the Town of Darrington commencing with the first billing cycle following the date of this Amendment.
- 3. Notice. Section 13(d) is amended to add:

City of Monroe Anita Marerro, Senior Planner 806 West Main Street Monroe, WA 98272 Phone (360) 863-4513 AMarrero@monroewa.gov

Town of Darrington
Dan Rankin, Mayor
1005 Cascade St.
PO Box 397
Darrington, WA 98241
Phone: (360) 436-1131
Dan.Rankin@Darringtonwa.us

3

- 4. Authorized Actions of the Joint Board. Section 4 of the Agreement is amended to add:
 - (m) Admit one or more governmental entities as a Party to this Agreement in furtherance of the purposes of this Agreement;
- 5. Addition of Parties. The Agreement is amended to add a new Section 16 as follows:
 - 16. Addition of Parties. Following a decision of the Joint Board to admit a new governmental entity as a Party to this Agreement, which decision shall be made and documented following the procedures outlined in Section 3, such new governmental entity (the "New Party") shall be deemed to be a Party to the Agreement and shall assume all rights and obligations under the Agreement as though it were named a Party therein, commencing on the date that the attached Exhibit A has been both (a) acknowledged and signed by the New Party, and (b) filed in the offices of the Snohomish County Auditor. Periodic payments, dues, fees, or other obligations due pursuant to Section 5(f) of the Original Agreement shall be applied to the New Party commencing with the first billing cycle following the date the New Party is admitted as a Party under the Agreement.
- 6. <u>Execution.</u> The Agreement may be executed in multiple counterparts and, if so signed, shall be deemed one integrated Agreement. The undersigned signatories represent that they are authorized to execute this Agreement on behalf of the respective Party for which they have signed below.

[Signature Pages Follow]

CITY OF ARLINGTON

By: _		
•	Signature	Date
lts [.]		

TOWN OF DARRINGTON			
By:			
	Signature	Date	
Its:			

CITY O	F EDMONDS	
Ву:		
•	Signature	Date
Its:		

CITY	OF EVERETT	
By:		
•	Signature	Date
Its:		

CITY OF GRANITE FALLS

By: _		
. –	Signature	Date
lts:		

CITY OF LAKE STEVENS

By:		
, –	Signature	Date
lte:		

CITY OF LYNNWOOD

By: _		
, –	Signature	Date
lte.		

CITY OF MARYSVILLE

By: _		
, –	Signature	Date
lte.		

CITY OF MILL CREEK

By: Signature Date

CITY O	F MONROE	
By:		
·	Signature	Date
lts:		

CITY OF MOUNTLAKE TERRACE

By: _		
. –	Signature	Date
lts:		

CITY OF MUKILTEO

By: _		
, –	Signature	Date
lte.		

By: Signature Date

Its:

CITY OF STANWOOD

By: _		
, –	Signature	Date
lts:		

TOWN OF WOODWAY

By: _		
, –	Signature	Date
lte:		

By: Signature D

Date

Its:

HOUSING AUTHORITY OF SNOHOMISH COUNTY

By:		
, –	Signature	Date
Its:		

EXHIBIT A

Following a decision of the Joint Board of the hereby ackn	•	Affordability (the "AHA"), entry to the AHA as a
Party to the Interlocal Cooperation Agreement f Affordable Housing Within Snohomish County, as	or Inter-Jurisdictional (Coordination Relating to
	[PARTY]	
	By:Name	Date
	lter	

TOWN OF WOODWAY

SEPARATION AGREEMENT, RELEASE, AND HOLD HARMLESS

In consideration of receiving severance pay and other benefits as set forth below, Terrance R. Bryant, Jr. ("Employee") hereby agrees to release all claims that he may have against the Town of Woodway ("Employer"), and its present and former elected officials, employees, attorneys, volunteers, agents, representatives and their successors and assigns (collectively "Town"), as is set forth in detail below:

1. <u>Separation from Employment</u>. The Employer agrees to accept Employee's letter of resignation, attached hereto as Exhibit A. Employee's separation from his employment with Employer will be effective on May 15, 2024. ("Separation Date").

2. Compensation

- a. Severance Pay. For and in consideration of payment by Employer in the amount equal to three months at his regular rate of pay as of the Separation Date and other valuable consideration as set forth herein, the parties agree to settle and resolve all past, present, and future claims, complaints, grievances, and causes of action of every kind and nature arising out of Employee's employment with and separation from Employer. Such severance pay shall be subject to standard payroll withholdings required by law and shall be paid with the regular May 2024 payroll provided that Separation Date has passed, the Employee has signed this Agreement, and the Revocation Period outlined in Section 9 below has expired.
- b. <u>Health Insurance</u>. In accordance with federal law (COBRA), Employee may elect continuing medical, dental and vision benefits under Employer's current health insurance policies for 18 months following the Separation Date ("COBRA benefits"); COBRA continuation coverage is at the covered individual's expense. Employee will receive detailed information regarding his COBRA entitlements separate from this Agreement, as those entitlements are as provided by law and are in no way dependent on this Agreement. Employee will also have the opportunity to review healthcare options in the marketplace.

The parties agree that the separation benefits described in this Section 2 are designed to aid Employee's transition, and that the specified benefits do not constitute benefits to which he would otherwise be entitled upon separation under existing employee benefit plans provided by Employer or under any pre-existing agreement between Employee and Employer.

3. <u>Unemployment</u>. Employee agrees he will not file for unemployment based upon his separation from the Town.

- 4. <u>Accrued Vacation, Sick Leave, and Comp Time</u>. Employer agrees to pay Employee, in accordance with the Town's Personnel Policies, any vacation, sick leave, and comp time that he has accrued but not used, if any, as of the Separation Date. This vacation, sick leave, and comp time cash-out will be included in Employee's final paycheck.
- 5. <u>Cooperation.</u> After the Separation Date and until August 15, 2024, Employee agrees to cooperate in good faith in transferring his responsibilities at the Town to other employees and otherwise facilitate a smooth transition of his former job duties, including by being available to answer questions and otherwise communicate with the Town regarding issues related to the Town or Employee's former job duties.
- 6. Release. Employee accepts the benefits contained in this Agreement in full satisfaction of all his rights and interests relating to Employee's employment with and separation from Employer and, in consideration therefore, Employee hereby releases Employer, its affiliates, successors, predecessors, past and present officials, directors, managers, agents, representatives and employees (collectively, the "Released Parties") from all claims (other than claims for the payments provided for under this Agreement), causes of action or liabilities, suspected or unsuspected and irrespective of any present lack of knowledge of any possible claim or of any fact or circumstance pertaining thereto, which Employee may have or claim to have against any of the Released Parties arising from or during his employment with Employer or as a result of his separation from employment. This release specifically covers, but is not limited to, any claims of discrimination based on race, color, national origin, sex, marital status, age (including claims under the Age Discrimination in Employment Act) or physical or mental disability under any federal, state, or local law, rule, or regulation; any contract, public policy and/or tort claims arising under federal, state, or local law; any claims arising under federal, state or local law based on promises made or allegedly made by Employer to Employee; any claims for compensation or benefits under policies or wage laws; any contract or tort claims arising under federal, state, or local law; and any claims under any express or implied contract or legal restrictions on Employer's right to terminate its employees. Employee hereby covenants not to assert any such claims or causes of action in the future (the only exceptions being a suit filed solely to challenge the validity of this release under the ADEA, a claim for workers compensation benefits under state law or a suit based on acts or omissions occurring after the parties sign this Agreement). This release is intended to be all encompassing, and to fully resolve all matters and relations between the parties up to the date Employee signs this Agreement.
- 7. Continuing Rights. Nothing in this Agreement shall be construed to prohibit Employee from filing a charge with, reporting potential violations of law to, or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or a comparable state or local agency, or to any other federal or state agency responsible for enforcement of the law; provided, however, that Employee hereby waives and releases his right to recover any form of personal relief from

Employer, including but not limited to monetary damages or reinstatement, in connection with any such charge, complaint, investigation or other proceeding, whether initiated by Employee or any other person or entity.

- 8. <u>No Admission</u>. Nothing in this Agreement shall be construed as any indication that Employer or any of the Released Parties has acted wrongfully towards Employee or any other person.
- 9. Review and Revocation. Employee acknowledges that pursuant to applicable law, he has been offered the opportunity to review a copy of this Agreement for a period of twenty-one (21) days (the "Review Period"), and the parties have agreed that changes to this Agreement during the Review Period, whether material or immaterial, shall not restart the running of the 21-day Review Period. Employee further acknowledges that Employer encouraged Employee at the beginning of the Review Period to consult with an attorney concerning the terms and conditions of this Agreement, including without limitation the release set forth in this Agreement. Employer and Employee agree that Employee shall have seven (7) calendar days (the "Revocation Period") following the date on which Employee signs this Agreement to revoke his acceptance of the Agreement and the release set forth in this Agreement, and this Agreement shall not become effective until the Revocation Period has expired.

Date of receipt of Agreement (ADEA): _	
Signature:	

- 10. <u>Voluntary Execution</u>. Employee acknowledges that he has read, considered, and fully understands this Agreement and all its terms, and executes it freely and voluntarily.
- 11. Construction of Agreement; Governing Law. Each party has had a full and complete opportunity to review this Agreement and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this Agreement. Interpretation of this Agreement shall be under Washington law. If any such action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to receive reasonable attorneys' fees and costs.
- 12. <u>No Representations</u>. Employee represents that in entering into this Agreement, he does not rely and has not relied upon any representation or statement made by Employer or any of its employees or agents concerning this Agreement.

- 13. <u>Complete Agreement.</u> This Agreement constitutes a full and final resolution of all matters in any way related to Employee's employment with and separation from Employer. This Agreement supersedes any and all other agreements between the parties, and the parties agree that no modification, change or amendment of this Agreement or any of its provisions shall be valid, unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.
- 14. Severability. If any provision of this Agreement, or portion thereof, shall be held invalid or unenforceable by a court of competent jurisdiction or in any arbitration proceeding, such invalidity or unenforceability shall attach only to such provision or portion thereof, and shall not in any way affect or render invalid or unenforceable any other provision of this Agreement or portion thereof, and this Agreement shall be carried out as if any such invalid or unenforceable provision or portion thereof were not contained herein. In addition, any such invalid or unenforceable provision shall be deemed, without further action on the part of the parties, modified, amended, or limited to the extent necessary to render the same valid and enforceable.
- 15. <u>Titles</u>. The titles of the sections of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants, or conditions of the Agreement.
- 16. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below:

TERRANCE R. BRYANT, JR.		
By	Date:	
TOWN OF WOODWAY		
By Michael S. Quinn, Mayor	Date:	
Effective date of Agreement (after seven	-day revocation period expires):	

Separation Agreement | Terrance R. Bryant, Jr. Exhibit A

Terrance R Bryant Jr

03 May 2024

Town of Woodway 23920 113th Place West Woodway, WA 98020

Dear Eric Faison,

I am writing to formally announce my resignation from my position as Director of Public Works at the Town of Woodway, effective 15 May 2024.

During the transition period, I am committed to ensuring a seamless handover of my responsibilities. Please let me know how I can be of assistance in this regard.

I want to express my gratitude for the opportunities for growth and development that I have had during my 18&1/2 years with the Town of Woodway. In particular, your guidance and support have played a crucial role in my professional journey, and I am thankful for the trust you placed in me. I wish you and the entire team at the Town of Woodway continued success.

I will be reachable via email or by phone if there are any post-resignation matters that require my attention.

Once again, thank you for everything.

Sincerely,

Terrance R Bryant Jr