

**TOWN OF WOODWAY  
COUNCIL MEETING AGENDA**

**TUESDAY, JANUARY 17, 2023  
6:00 P.M.**

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

6:00 P.M.		Call to Order, Flag Salute, & Roll Call
6:00 P.M.		Public Comments*
6:05 P.M.	I	Approval of Payments – <i>2022 Claims, January 17, 2023 Claims</i>
6:10 P.M.	II	Approval of Minutes – <i>December 20, 2022 Special Meeting, January 3, 2023 Special Meeting, January 3, 2023 Regular Meeting</i>
6:15 P.M.	III	Council Reports
6:20 P.M.	IV	Mayor’s Report
6:25 P.M.	V	Town Administrator’s Report
6:30 P.M.	VI	Landscape Maintenance Discussion
7:00 P.M.	VII	Representatives to Regional Organizations
7:10 P.M.	VIII	Resolution 2023-445: Surplus Property
7:15 P.M.	IX	Resolution 2023-446: Fee Schedule
7:20 P.M.	X	Resolution 2023-447: Facility Use Policy
7:25 P.M.		Public Comments*
7:30 P.M.		General Council Discussion – Choice of Subjects
7:35 P.M.		Adjournment

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

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



## TOWN OF WOODWAY CLAIMS APPROVAL

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

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Clerk Treasurer

The following transactions are approved for 2022 payment:

Claims checks #14058 through 14077 and EFT #1673 .....\$24,834.68

This 31<sup>st</sup> day of December 2022.

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Mayor

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Councilmember

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Councilmember

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Councilmember

\*The three largest charges on the combined 2022/2023 credit card bill are:

1. IIMC Conference registration: \$575.00
2. Postage: \$240.00
3. Fuel: \$626.13 (PD - \$131.08, PW - \$495.05)

\*Note: Two large items are being paid

- \$5,335.00 for second half payment for networking equipment
- \$5,748.77 for stormwater system repair/maintenance



TOWN OF WOODWAY  
CLAIMS APPROVAL

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

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Clerk Treasurer

The following transactions are approved for 2023 payment:

Claims checks #14078 through 14088 and EFT #56.....\$131,486.40

This 17<sup>th</sup> day of January 2023.

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Mayor

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Councilmember

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Councilmember

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Councilmember

\*The three largest charges on the combined 2022/2023 credit card bill are:

1. IIMC Conference registration: \$575.00
2. Postage: \$240.00
3. Fuel: \$626.13 (PD - \$131.08, PW - \$495.05)

\*Note: Two large items are being paid

- \$57,456.25 for Q.1 2023 police services
- \$66,555.00 for 2023 liability & property insurance

**TOWN OF WOODWAY  
COUNCIL SPECIAL MEETING MINUTES**

**TUESDAY, DECEMBER 20, 2022  
9:30 A.M.**

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

<b>Members Present</b>	<input checked="" type="checkbox"/> Mayor Mike Quinn*	<input checked="" type="checkbox"/> Councilmember Andrew DeDonker*
	<input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell*	<input checked="" type="checkbox"/> Councilmember John Brock
	<input type="checkbox"/> Councilmember Brian Bogen	<input checked="" type="checkbox"/> Councilmember Rajeev Thakur*
<b>Staff &amp; Guests Present</b>	<input checked="" type="checkbox"/> Town Administrator Eric Faison*	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input type="checkbox"/> Town Attorney Greg Rubstello	<input type="checkbox"/> Town Planner Bill Trimm
	<input type="checkbox"/> Police Chief Alan Correa	<input type="checkbox"/> Public Works Director Terry Bryant

\*Attended virtually

**CALL TO ORDER, ROLL CALL**

Mayor Quinn called the meeting to order at 9:32 a.m.

**I - ORDINANCE 2022-647: COMPOST PROCUREMENT**

Town Administrator Faison presented Ordinance 2022-647: Compost Procurement, creating a new Woodway Municipal Code Chapter 2.46, which addresses the use of compost products in public works projects. A brief discussion followed.

There were no members of the public present to give public comment.

**ACTION:**

*Councilmember DeDonker* moved to approve Ordinance 2022-647: Compost Procurement. *Councilmember Brock* seconded the motion. The motion passed unanimously.

**ADJOURNMENT**

*Councilmember Bogen* moved to adjourn the meeting. *Councilmember DeDonker* seconded the motion. The motion passed unanimously. The meeting was adjourned at 9:35 a.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

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Heidi K. S. Napolitano, Clerk-Treasurer

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Michael S. Quinn, Mayor

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

**TOWN OF WOODWAY  
COUNCIL SPECIAL MEETING MINUTES**

**TUESDAY, JANUARY 3, 2023  
4:00 P.M.**

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

<b>Members Present</b>	<input checked="" type="checkbox"/> Mayor Mike Quinn	<input type="checkbox"/> Councilmember Andrew DeDonker
	<input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell	<input checked="" type="checkbox"/> Councilmember John Brock
	<input checked="" type="checkbox"/> Councilmember Brian Bogen	<input type="checkbox"/> Councilmember Rajeev Thakur
<b>Staff &amp; Guests Present</b>	<input checked="" type="checkbox"/> Town Administrator Eric Faison	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input type="checkbox"/> Town Attorney Greg Rubstello	<input checked="" type="checkbox"/> Town Planner Bill Trimm
	<input type="checkbox"/> Police Chief Alan Correa	<input type="checkbox"/> Public Works Director Terry Bryant

\*Attended virtually

**CALL TO ORDER, FLAG SALUTE, ROLL CALL**

Mayor Quinn called the meeting to order at 4:06 p.m. Councilmembers DeDonker and Thakur had excused absences.

**I - POINT WELLS DISCUSSION**

Mayor Quinn explained the format of the special meeting (study session). Town Administrator Faison presented his memo, including history of the development application, the agreement between the City of Shoreline & the Town of Woodway, and recent events.

Discussion included:

- Possible timelines for public input and action.
- Risk of litigation.
- Whether/how to engage the developer.
- Industrial use of the Point Wells property.
- Potential environmental concerns.
- Whether to request an amendment to the agreement with Shoreline to ask for additional time.

The following residents gave input:

- Henry Veldman
- John Rettenmier
- Tom Whitson

- Scott Jacobson
- Steve Gunn
- Bill Krepick

## **II - GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS**

None.

### **ADJOURNMENT**

*Councilmember Bogen* moved to adjourn the meeting. *Councilmember Mitchell* seconded the motion. The motion passed unanimously. The meeting was adjourned at 5:59 p.m.

Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

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Heidi K. S. Napolitano, Clerk-Treasurer

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Michael S. Quinn, Mayor

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**TOWN OF WOODWAY  
COUNCIL MEETING MINUTES**

**TUESDAY, JANUARY 3, 2023  
6:00 P.M.**

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

<b>Members Present</b>	<input checked="" type="checkbox"/> Mayor Mike Quinn	<input type="checkbox"/> Councilmember Andrew DeDonker
	<input checked="" type="checkbox"/> Councilmember Elizabeth Mitchell	<input checked="" type="checkbox"/> Councilmember John Brock
	<input checked="" type="checkbox"/> Councilmember Brian Bogen	<input checked="" type="checkbox"/> Councilmember Rajeev Thakur*
<b>Staff &amp; Guests Present</b>	<input checked="" type="checkbox"/> Town Administrator Eric Faison	<input checked="" type="checkbox"/> Clerk-Treasurer Heidi Napolitano
	<input type="checkbox"/> Town Attorney Greg Rubstello	<input type="checkbox"/> Town Engineer John Forba
	<input type="checkbox"/> Town Planner Bill Trimm	<input type="checkbox"/> Public Works Director Terry Bryant

\*Attended virtually

**CALL TO ORDER, FLAG SALUTE, ROLL CALL**

Mayor Quinn called the meeting to order at 6:11 p.m. Councilmember DeDonker had an excused absence.

**PUBLIC COMMENTS**

None.

**I - RATIFY PREVIOUSLY APPROVED PAYMENTS – DECEMBER 19, 2022 CLAIMS**

*Councilmember Brock* moved to approve the December 19, 2022 claims checks #14023 through 14043, totaling \$19,186.59. *Councilmember Mitchell* seconded the motion. The motion passed unanimously.

**I - APPROVAL OF PAYMENTS – 2022 CLAIMS**

*Councilmember Mitchell* moved to approve the 2022 claims checks #14044 through 14050 and EFT #1652 totaling \$12,666.57. *Councilmember Brock* seconded the motion. The motion passed unanimously.

**I - APPROVAL OF PAYMENTS – JANUARY 3, 2023 CLAIMS**

*Councilmember Mitchell* moved to approve the January 3, 2023 claims checks #14051 through 14057 totaling \$18,065.69. *Councilmember Brock* seconded the motion. The motion passed unanimously.

## **I - APPROVAL OF PAYMENTS – DECEMBER 2022 PAYROLL**

*Councilmember Brock* moved to approve the December 2022 payroll transactions #1585 through 1587 and 1631 through 1661 totaling \$76,798.60. *Councilmember Mitchell* seconded the motion. The motion passed unanimously.

## **II - APPROVAL OF MINUTES – DECEMBER 5, 2022 MINUTES**

*Councilmember Brock* moved to approve the December 5, 2022 council meeting minutes. *Councilmember Bogen* seconded the motion. The motion passed 3-0-1 with Councilmember Mitchell abstaining.

## **III - COUNCIL REPORTS**

*Councilmember Brock*

- Noticed that a surveyor monument on Makah Road had come loose.
- Asked the Council to reconsider the Public Works department time study.

*Councilmember Bogen* commented on catch basins in Twin Maples

*Councilmember Mitchell*

- Commented on catch basins/bioswales in Twin Maples.
- Attended the recent Snohomish County Cities meeting; the Town's state representatives and senator did not attend.

*Councilmember Thakur* commented on the catch basins in Twin Maples.

## **IV - MAYOR'S REPORT**

- Commented on catch basins/bioswales in Twin Maples.
- Encouraged Councilmembers to send email to the Town's state representatives/senator.
- Shared resident feedback about the recent snow/ice event.
- No recent mayors' meetings.

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

None.

## **PUBLIC COMMENTS**

*Councilmember Brock* thanked the Cobb family for the holiday decorations on the bridge.

## **GENERAL COUNCIL DISCUSSION – CHOICE OF SUBJECTS**

*Councilmember Mitchell* asked if the next study session agenda had already been set and requested that it include increasing volunteerism.

## **ADJOURNMENT**

*Councilmember Bogen* moved to adjourn the meeting. *Councilmember Brock* seconded the motion. The motion passed unanimously. The meeting was adjourned at 6:44 p.m.



Respectfully Submitted,

**APPROVED BY THE TOWN COUNCIL**

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Heidi K. S. Napolitano, Clerk-Treasurer

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Michael S. Quinn, Mayor

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

## Heidi K. S. Napolitino

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**From:** Eric Faison  
**Sent:** Thursday, January 12, 2023 11:02 AM  
**To:** Mike Quinn  
**Cc:** Bill Trimm; Tom Phillips; Heidi K. S. Napolitino; Terry Bryant  
**Subject:** Housing bills update  
**Attachments:** Legislature -- Housing Bills - Hwy 104 buffer.pdf

Mayor/Council,

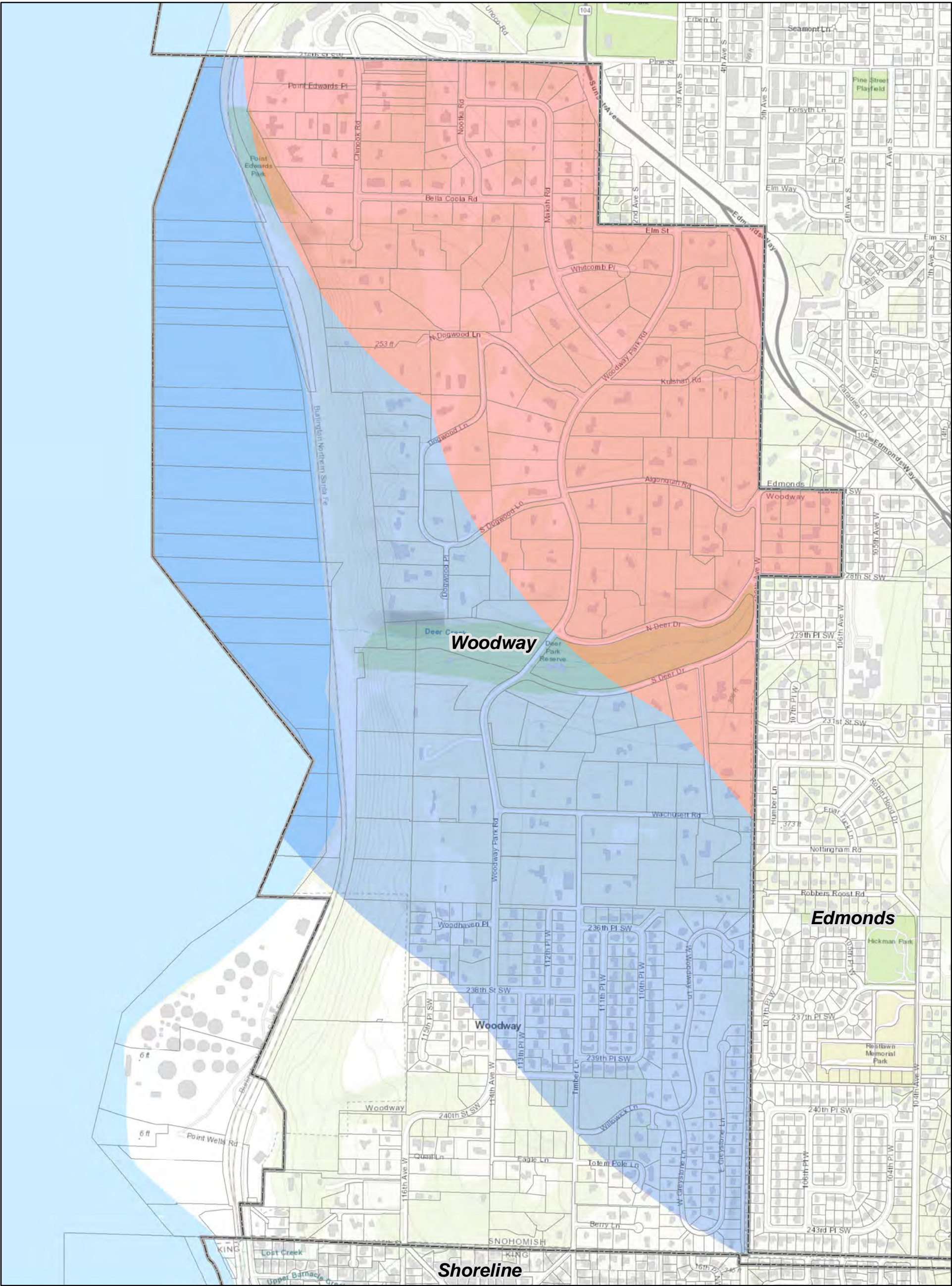
FYI, I wanted to let you know that the issue of housing density has returned to Legislature this year. There are two companion bills that have the potential to dramatically alter the character of the Town. Specifically, the two bills (SB 5190 and HB 1110) would require the Town to allow a minimum of four units on every residential lot. We also would have to allow six units on each lot if two of the units are affordable, or if the lot is within ½ mile of a major transit stop. I have attached a copy of a map that shows ½ mile from Hwy 104 (recognizing that the distance in the bill is based on stops, not the entire route).

Below is a link to HB 1110. Click on “original bill” to see the actual language. The major changes are in Section 3 on page 9. Of specific interest, our Representative Cindy Ryu is a co-sponsor of the House bill.

[Washington State Legislature](#)

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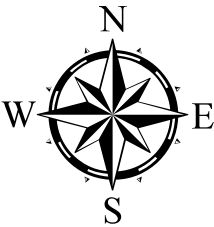
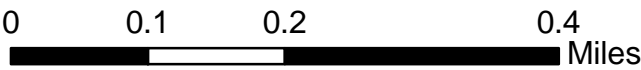


Legend

- Parcels
- City Limits
- SR104 1.0mi Buffer
- SR104 0.5mi Buffer

Town of Woodway

Areas within 0.5 and 1.0 miles of SR 104





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HOUSE BILL 1110

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State of Washington

68th Legislature

2023 Regular Session

**By** Representatives Bateman, Barkis, Reed, Taylor, Riccelli, Berry, Fitzgibbon, Peterson, Duerr, Lekanoff, Alvarado, Street, Ryu, Ramel, Cortes, Doglio, Macri, Mena, Gregerson, Thai, Bergquist, Farivar, Wylie, Stonier, Pollet, Santos, Fosse, and Ormsby

Prefiled 01/04/23. Read first time 01/09/23. Referred to Committee on Housing.

1       AN ACT Relating to creating more homes for Washington by  
2 increasing middle housing in areas traditionally dedicated to single-  
3 family detached housing; amending RCW 36.70A.030, 36.70A.280, and  
4 43.21C.495; adding new sections to chapter 36.70A RCW; adding a new  
5 section to chapter 64.34 RCW; adding a new section to chapter 64.32  
6 RCW; adding a new section to chapter 64.38 RCW; adding a new section  
7 to chapter 64.90 RCW; and creating a new section.

8 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

9       NEW SECTION.   **Sec. 1.** The legislature finds that Washington is  
10 facing an unprecedented housing shortage for its current population  
11 and without significant action will not meet its goal of creating  
12 1,000,000 homes by 2044.

13       Increasing housing options that are more affordable to various  
14 income levels is critical to achieving the state's housing goals,  
15 including those codified by the legislature under chapter 254, Laws  
16 of 2021.

17       There is continued need for the development of housing at all  
18 income levels, including middle housing that will provide a wider  
19 variety of housing options and configurations to allow Washingtonians  
20 to live near where they work.

1 To unlock opportunity for Washingtonians it is necessary to lift  
2 bans on the development of modest home choices in cities near job  
3 centers, transit, and amenity-rich neighborhoods.

4 Homes developed at higher densities and gentle density housing  
5 types are more affordable by design for Washington residents both in  
6 their construction and reduced household energy and transportation  
7 costs.

8 While creating more housing options, it is essential for cities  
9 to identify areas at higher risk of displacement and establish  
10 antidisplacement policies as required in Engrossed Second Substitute  
11 House Bill No. 1220 (chapter 254, Laws of 2021).

12 The state has made historic investments in subsidized affordable  
13 housing through the housing trust fund, yet even with these historic  
14 investments, the magnitude of the housing shortage requires both  
15 public and private investment.

16 In addition to addressing the housing shortage, allowing more  
17 housing options in areas already served by urban infrastructure will  
18 reduce the pressure to develop natural and working lands, support key  
19 strategies for climate change, food security, and Puget Sound  
20 recovery, and save taxpayers and ratepayers money.

21 **Sec. 2.** RCW 36.70A.030 and 2021 c 254 s 6 are each amended to  
22 read as follows:

23 Unless the context clearly requires otherwise, the definitions in  
24 this section apply throughout this chapter.

25 (1) "Administrative review process" means a development permit  
26 process whereby an application is reviewed, approved, or denied by  
27 the planning director or the planning director's designee based  
28 solely on objective design and development standards that involve no  
29 personal or subjective judgment.

30 (2) "Adopt a comprehensive land use plan" means to enact a new  
31 comprehensive land use plan or to update an existing comprehensive  
32 land use plan.

33 ((+2+)) (3) "Affordable housing" means, unless the context  
34 clearly indicates otherwise, residential housing whose monthly costs,  
35 including utilities other than telephone, do not exceed thirty  
36 percent of the monthly income of a household whose income is:

37 (a) For rental housing, sixty percent of the median household  
38 income adjusted for household size, for the county where the

1 household is located, as reported by the United States department of  
2 housing and urban development; or

3 (b) For owner-occupied housing, eighty percent of the median  
4 household income adjusted for household size, for the county where  
5 the household is located, as reported by the United States department  
6 of housing and urban development.

7 ~~((+3))~~ (4) "Agricultural land" means land primarily devoted to  
8 the commercial production of horticultural, viticultural,  
9 floricultural, dairy, apiary, vegetable, or animal products or of  
10 berries, grain, hay, straw, turf, seed, Christmas trees not subject  
11 to the excise tax imposed by RCW 84.33.100 through 84.33.140, finfish  
12 in upland hatcheries, or livestock, and that has long-term commercial  
13 significance for agricultural production.

14 ~~((+4))~~ (5) "City" means any city or town, including a code city.

15 ~~((+5))~~ (6) "Comprehensive land use plan," "comprehensive plan,"  
16 or "plan" means a generalized coordinated land use policy statement  
17 of the governing body of a county or city that is adopted pursuant to  
18 this chapter.

19 ~~((+6))~~ (7) "Cottage housing" means detached dwelling units  
20 arranged on two or more sides of a landscaped central area.

21 (8) "Courtyard apartments" means attached dwelling units arranged  
22 on two or more sides of a landscaped central courtyard.

23 (9) "Critical areas" include the following areas and ecosystems:  
24 (a) Wetlands; (b) areas with a critical recharging effect on aquifers  
25 used for potable water; (c) fish and wildlife habitat conservation  
26 areas; (d) frequently flooded areas; and (e) geologically hazardous  
27 areas. "Fish and wildlife habitat conservation areas" does not  
28 include such artificial features or constructs as irrigation delivery  
29 systems, irrigation infrastructure, irrigation canals, or drainage  
30 ditches that lie within the boundaries of and are maintained by a  
31 port district or an irrigation district or company.

32 ~~((+7))~~ (10) "Department" means the department of commerce.

33 ~~((+8))~~ (11) "Development regulations" or "regulation" means the  
34 controls placed on development or land use activities by a county or  
35 city, including, but not limited to, zoning ordinances, critical  
36 areas ordinances, shoreline master programs, official controls,  
37 planned unit development ordinances, subdivision ordinances, and  
38 binding site plan ordinances together with any amendments thereto. A  
39 development regulation does not include a decision to approve a  
40 project permit application, as defined in RCW 36.70B.020, even though

1 the decision may be expressed in a resolution or ordinance of the  
2 legislative body of the county or city.

3 ~~((+9+))~~ (12) "Emergency housing" means temporary indoor  
4 accommodations for individuals or families who are homeless or at  
5 imminent risk of becoming homeless that is intended to address the  
6 basic health, food, clothing, and personal hygiene needs of  
7 individuals or families. Emergency housing may or may not require  
8 occupants to enter into a lease or an occupancy agreement.

9 ~~((+10+))~~ (13) "Emergency shelter" means a facility that provides  
10 a temporary shelter for individuals or families who are currently  
11 homeless. Emergency shelter may not require occupants to enter into a  
12 lease or an occupancy agreement. Emergency shelter facilities may  
13 include day and warming centers that do not provide overnight  
14 accommodations.

15 ~~((+11+))~~ (14) "Extremely low-income household" means a single  
16 person, family, or unrelated persons living together whose adjusted  
17 income is at or below thirty percent of the median household income  
18 adjusted for household size, for the county where the household is  
19 located, as reported by the United States department of housing and  
20 urban development.

21 ~~((+12+))~~ (15) "Forestland" means land primarily devoted to  
22 growing trees for long-term commercial timber production on land that  
23 can be economically and practically managed for such production,  
24 including Christmas trees subject to the excise tax imposed under RCW  
25 84.33.100 through 84.33.140, and that has long-term commercial  
26 significance. In determining whether forestland is primarily devoted  
27 to growing trees for long-term commercial timber production on land  
28 that can be economically and practically managed for such production,  
29 the following factors shall be considered: (a) The proximity of the  
30 land to urban, suburban, and rural settlements; (b) surrounding  
31 parcel size and the compatibility and intensity of adjacent and  
32 nearby land uses; (c) long-term local economic conditions that affect  
33 the ability to manage for timber production; and (d) the availability  
34 of public facilities and services conducive to conversion of  
35 forestland to other uses.

36 ~~((+13+))~~ (16) "Freight rail dependent uses" means buildings and  
37 other infrastructure that are used in the fabrication, processing,  
38 storage, and transport of goods where the use is dependent on and  
39 makes use of an adjacent short line railroad. Such facilities are  
40 both urban and rural development for purposes of this chapter.

1 "Freight rail dependent uses" does not include buildings and other  
2 infrastructure that are used in the fabrication, processing, storage,  
3 and transport of coal, liquefied natural gas, or "crude oil" as  
4 defined in RCW 90.56.010.

5 ~~((14))~~ (17) "Geologically hazardous areas" means areas that  
6 because of their susceptibility to erosion, sliding, earthquake, or  
7 other geological events, are not suited to the siting of commercial,  
8 residential, or industrial development consistent with public health  
9 or safety concerns.

10 ~~((15))~~ (18) "Long-term commercial significance" includes the  
11 growing capacity, productivity, and soil composition of the land for  
12 long-term commercial production, in consideration with the land's  
13 proximity to population areas, and the possibility of more intense  
14 uses of the land.

15 ~~((16))~~ (19) "Low-income household" means a single person,  
16 family, or unrelated persons living together whose adjusted income is  
17 at or below eighty percent of the median household income adjusted  
18 for household size, for the county where the household is located, as  
19 reported by the United States department of housing and urban  
20 development.

21 ~~((17))~~ (20)(a) "Major transit stop," except as provided in (b)  
22 of this subsection, means:

23 (i) A stop on a high capacity transportation system funded or  
24 expanded under the provisions of chapter 81.104 RCW;

25 (ii) Commuter rail stops;

26 (iii) Stops on rail or fixed guideway systems, including  
27 transitways;

28 (iv) Stops on bus rapid transit routes;

29 (v) A stop for a bus or other transit mode providing a minimum of  
30 seven days per week of actual fixed route service at intervals of:

31 (A) Fifteen minutes or fewer on nonholiday weekdays between 9:00  
32 a.m. and 5:00 p.m.;

33 (B) Thirty minutes or fewer on nonholiday weekdays between 6:00  
34 a.m. and 9:00 a.m. and between 5:00 p.m. and 10:00 p.m.; and

35 (C) Thirty minutes or fewer on weekend days between 9:00 a.m. and  
36 5:00 p.m.; or

37 (vi) Washington state ferry terminals.

38 (b) Alternatively, a definition of "major transit stop" adopted  
39 before the effective date of this section by a regional agency  
40 planning under the multicounty planning policies authority pursuant



1 to RCW 36.70A.210(7) shall apply to counties and cities which are  
2 subject to those multicounty planning policies.

3 (21) "Middle housing" means buildings that are compatible in  
4 scale, form, and character with single-family houses and contain two  
5 or more attached, stacked, or clustered homes including duplexes,  
6 triplexes, fourplexes, fiveplexes, sixplexes, townhouses, courtyard  
7 apartments, and cottage housing.

8 (22) "Minerals" include gravel, sand, and valuable metallic  
9 substances.

10 ~~((18))~~ (23) "Moderate-income household" means a single person,  
11 family, or unrelated persons living together whose adjusted income is  
12 at or below 120 percent of the median household income adjusted for  
13 household size, for the county where the household is located, as  
14 reported by the United States department of housing and urban  
15 development.

16 ~~((19))~~ (24) "Permanent supportive housing" is subsidized,  
17 leased housing with no limit on length of stay that prioritizes  
18 people who need comprehensive support services to retain tenancy and  
19 utilizes admissions practices designed to use lower barriers to entry  
20 than would be typical for other subsidized or unsubsidized rental  
21 housing, especially related to rental history, criminal history, and  
22 personal behaviors. Permanent supportive housing is paired with on-  
23 site or off-site voluntary services designed to support a person  
24 living with a complex and disabling behavioral health or physical  
25 health condition who was experiencing homelessness or was at imminent  
26 risk of homelessness prior to moving into housing to retain their  
27 housing and be a successful tenant in a housing arrangement, improve  
28 the resident's health status, and connect the resident of the housing  
29 with community-based health care, treatment, or employment services.  
30 Permanent supportive housing is subject to all of the rights and  
31 responsibilities defined in chapter 59.18 RCW.

32 ~~((20))~~ (25) "Public facilities" include streets, roads,  
33 highways, sidewalks, street and road lighting systems, traffic  
34 signals, domestic water systems, storm and sanitary sewer systems,  
35 parks and recreational facilities, and schools.

36 ~~((21))~~ (26) "Public services" include fire protection and  
37 suppression, law enforcement, public health, education, recreation,  
38 environmental protection, and other governmental services.

39 ~~((22))~~ (27) "Recreational land" means land so designated under  
40 RCW 36.70A.1701 and that, immediately prior to this designation, was

1 designated as agricultural land of long-term commercial significance  
2 under RCW 36.70A.170. Recreational land must have playing fields and  
3 supporting facilities existing before July 1, 2004, for sports played  
4 on grass playing fields.

5 ~~((+23+))~~ (28) "Rural character" refers to the patterns of land  
6 use and development established by a county in the rural element of  
7 its comprehensive plan:

8 (a) In which open space, the natural landscape, and vegetation  
9 predominate over the built environment;

10 (b) That foster traditional rural lifestyles, rural-based  
11 economies, and opportunities to both live and work in rural areas;

12 (c) That provide visual landscapes that are traditionally found  
13 in rural areas and communities;

14 (d) That are compatible with the use of the land by wildlife and  
15 for fish and wildlife habitat;

16 (e) That reduce the inappropriate conversion of undeveloped land  
17 into sprawling, low-density development;

18 (f) That generally do not require the extension of urban  
19 governmental services; and

20 (g) That are consistent with the protection of natural surface  
21 water flows and groundwater and surface water recharge and discharge  
22 areas.

23 ~~((+24+))~~ (29) "Rural development" refers to development outside  
24 the urban growth area and outside agricultural, forest, and mineral  
25 resource lands designated pursuant to RCW 36.70A.170. Rural  
26 development can consist of a variety of uses and residential  
27 densities, including clustered residential development, at levels  
28 that are consistent with the preservation of rural character and the  
29 requirements of the rural element. Rural development does not refer  
30 to agriculture or forestry activities that may be conducted in rural  
31 areas.

32 ~~((+25+))~~ (30) "Rural governmental services" or "rural services"  
33 include those public services and public facilities historically and  
34 typically delivered at an intensity usually found in rural areas, and  
35 may include domestic water systems~~((7))~~ and fire and police  
36 protection services~~((, transportation and public transit services,~~  
37 ~~and other public utilities))~~ associated with rural development and  
38 normally not associated with urban areas. Rural services do not  
39 include storm or sanitary sewers, except as otherwise authorized by  
40 RCW 36.70A.110(4).

1       ~~((+26+))~~ (31) "Short line railroad" means those railroad lines  
2 designated class II or class III by the United States surface  
3 transportation board.

4       ~~((+27+))~~ (32) "Townhouses" means dwelling units constructed in a  
5 row of two or more attached units where each dwelling unit shares at  
6 least one common wall with an adjacent unit and is accessed by a  
7 separate outdoor entrance.

8       (33) "Urban governmental services" or "urban services" include  
9 those public services and public facilities at an intensity  
10 historically and typically provided in cities, specifically including  
11 storm and sanitary sewer systems, domestic water systems, street  
12 cleaning services, fire and police protection services, public  
13 transit services, and other public utilities associated with urban  
14 areas and normally not associated with rural areas.

15       ~~((+28+))~~ (34) "Urban growth" refers to growth that makes  
16 intensive use of land for the location of buildings, structures, and  
17 impermeable surfaces to such a degree as to be incompatible with the  
18 primary use of land for the production of food, other agricultural  
19 products, or fiber, or the extraction of mineral resources, rural  
20 uses, rural development, and natural resource lands designated  
21 pursuant to RCW 36.70A.170. A pattern of more intensive rural  
22 development, as provided in RCW 36.70A.070(5)(d), is not urban  
23 growth. When allowed to spread over wide areas, urban growth  
24 typically requires urban governmental services. "Characterized by  
25 urban growth" refers to land having urban growth located on it, or to  
26 land located in relationship to an area with urban growth on it as to  
27 be appropriate for urban growth.

28       ~~((+29+))~~ (35) "Urban growth areas" means those areas designated  
29 by a county pursuant to RCW 36.70A.110.

30       ~~((+30+))~~ (36) "Very low-income household" means a single person,  
31 family, or unrelated persons living together whose adjusted income is  
32 at or below fifty percent of the median household income adjusted for  
33 household size, for the county where the household is located, as  
34 reported by the United States department of housing and urban  
35 development.

36       ~~((+31+))~~ (37) "Wetland" or "wetlands" means areas that are  
37 inundated or saturated by surface water or groundwater at a frequency  
38 and duration sufficient to support, and that under normal  
39 circumstances do support, a prevalence of vegetation typically  
40 adapted for life in saturated soil conditions. Wetlands generally

1 include swamps, marshes, bogs, and similar areas. Wetlands do not  
2 include those artificial wetlands intentionally created from  
3 nonwetland sites, including, but not limited to, irrigation and  
4 drainage ditches, grass-lined swales, canals, detention facilities,  
5 wastewater treatment facilities, farm ponds, and landscape amenities,  
6 or those wetlands created after July 1, 1990, that were  
7 unintentionally created as a result of the construction of a road,  
8 street, or highway. Wetlands may include those artificial wetlands  
9 intentionally created from nonwetland areas created to mitigate  
10 conversion of wetlands.

11 NEW SECTION. **Sec. 3.** A new section is added to chapter 36.70A  
12 RCW to read as follows:

13 (1) Any city with a population of 6,000 or more, or any city that  
14 is within a contiguous urban growth area with a city with a  
15 population above 200,000 based on office of financial management  
16 population estimates, as of the effective date of this section, that  
17 is required or chooses to plan under RCW 36.70A.040 must provide by  
18 ordinance and incorporate into its development regulations, zoning  
19 regulations, and other official controls, authorization for the  
20 following:

21 (a) The development of at least four units per lot on all lots  
22 zoned for residential use;

23 (b) The development of six units per lot in all residential zones  
24 if two of the six units are affordable; and

25 (c) The development of at least six units per lot in all  
26 residential zones within one-half mile of a major transit stop.

27 (2) To qualify for the additional units allowed under subsection  
28 (1)(b) of this section, the applicant must commit to renting two of  
29 the six units at rents that are affordable to low-income households  
30 for a term of at least 50 years, and the property must satisfy that  
31 commitment and all required affordability and income eligibility  
32 conditions adopted by the local government under this chapter. A city  
33 must require the applicant to record a covenant or deed restriction  
34 that ensures the continuing rental of units subject to these  
35 affordability requirements consistent with the conditions in chapter  
36 84.14 RCW for a period of no less than 50 years. The covenant or deed  
37 restriction must also address criteria and policies to maintain  
38 public benefit if the property is converted to a use other than which  
39 continues to provide for permanently affordable low-income housing.

1 (3) Any city subject to the requirements under subsection (1) of  
2 this section that has not adopted local antidisplacement measures as  
3 a portion of the city's mandatory housing element under RCW  
4 36.70A.070(2) must, within nine months of the effective date of this  
5 section, perform the actions specified in RCW 36.70A.070(2) (e), (f),  
6 (g), and (h) for areas within one-half mile of a major transit stop.

7 (4) Any city subject to the requirements of this section:

8 (a) May only adopt objective development and design standards on  
9 the development of middle housing. Objective development and design  
10 standards do not require or allow personal or subjective judgment by  
11 a permit administrator. Objective development and design standards  
12 may not discourage the development of middle housing through  
13 unreasonable costs, fees, delays, or other requirements or actions  
14 which individually, or cumulatively, make impracticable the  
15 permitting, siting, or construction of all allowed middle housing  
16 types or the ownership of a middle housing unit;

17 (b) Except as provided in (a) of this subsection, shall not  
18 require through development regulations any standards for middle  
19 housing that are more restrictive than those required for detached  
20 single-family residences;

21 (c) Shall apply to middle housing the same development permit and  
22 environmental review processes that apply to detached single-family  
23 residences;

24 (d) Shall apply to middle housing the same critical areas  
25 regulations that apply to detached single-family residences;

26 (e) Shall not require off-street parking as a condition of  
27 permitting development of middle housing within one-half mile of a  
28 major transit stop;

29 (f) Shall not require more than one off-street parking space per  
30 lot as a condition of permitting development of middle housing on  
31 lots smaller than 6,000 square feet; and

32 (g) Shall not require more than two off-street parking spaces per  
33 lot as a condition of permitting development of middle housing on  
34 lots greater than 6,000 square feet.

35 (5) Nothing in this section prohibits a city from permitting  
36 detached single-family residences.

37 (6) The requirements of this section apply and take effect on the  
38 latter of:

39 (a) Twenty-four months following the effective date of this  
40 section for cities with a population of 10,000 or more; or

(b) Twelve months after a determination by the office of financial management that a city has reached a population threshold established under this section.

NEW SECTION. **Sec. 4.** A new section is added to chapter 36.70A RCW to read as follows:

(1)(a) The department is directed to provide technical assistance to cities as they implement the requirements under section 3 of this act.

(b) The department shall prioritize such technical assistance to cities demonstrating the greatest need.

(2)(a) The department shall publish model middle housing ordinances no later than 18 months following the effective date of this section.

(b) In any city subject to section 3 of this act that has not passed ordinances, regulations, or other official controls within the time frames provided under section 3(6) of this act, the model ordinance supersedes, preempts, and invalidates local development regulations until the city takes all actions necessary to implement section 3 of this act.

(3)(a) The department is directed to establish a process by which cities implementing the requirements of section 3 of this act may seek approval of necessary local actions.

(b) The department may approve actions under this section for cities that have, by the effective date of this section, adopted permanent development regulations that are substantially similar to the requirements of this act.

(c) Any local actions approved by the department pursuant to (a) of this subsection to implement the requirements under section 3 of this act are exempt from appeals under this chapter and chapter 43.21C RCW.

(d) The department's final decision to approve or reject actions by cities implementing section 3 of this act may be appealed to the growth management hearings board by filing a petition as provided in RCW 36.70A.290.

**Sec. 5.** RCW 36.70A.280 and 2011 c 360 s 17 are each amended to read as follows:

(1) The growth management hearings board shall hear and determine only those petitions alleging either:

1 (a) That, except as provided otherwise by this subsection, a  
2 state agency, county, or city planning under this chapter is not in  
3 compliance with the requirements of this chapter, chapter 90.58 RCW  
4 as it relates to the adoption of shoreline master programs or  
5 amendments thereto, or chapter 43.21C RCW as it relates to plans,  
6 development regulations, or amendments, adopted under RCW 36.70A.040  
7 or chapter 90.58 RCW. Nothing in this subsection authorizes the board  
8 to hear petitions alleging noncompliance with RCW 36.70A.5801;

9 (b) That the twenty-year growth management planning population  
10 projections adopted by the office of financial management pursuant to  
11 RCW 43.62.035 should be adjusted;

12 (c) That the approval of a work plan adopted under RCW  
13 36.70A.735(1)(a) is not in compliance with the requirements of the  
14 program established under RCW 36.70A.710;

15 (d) That regulations adopted under RCW 36.70A.735(1)(b) are not  
16 regionally applicable and cannot be adopted, wholly or partially, by  
17 another jurisdiction; ((or))

18 (e) That a department certification under RCW 36.70A.735(1)(c) is  
19 erroneous; or

20 (f) That the department's final decision to approve or reject  
21 actions by a city implementing section 3 of this act is erroneous.

22 (2) A petition may be filed only by: (a) The state, or a county  
23 or city that plans under this chapter; (b) a person who has  
24 participated orally or in writing before the county or city regarding  
25 the matter on which a review is being requested; (c) a person who is  
26 certified by the governor within sixty days of filing the request  
27 with the board; or (d) a person qualified pursuant to RCW 34.05.530.

28 (3) For purposes of this section "person" means any individual,  
29 partnership, corporation, association, state agency, governmental  
30 subdivision or unit thereof, or public or private organization or  
31 entity of any character.

32 (4) To establish participation standing under subsection (2)(b)  
33 of this section, a person must show that his or her participation  
34 before the county or city was reasonably related to the person's  
35 issue as presented to the board.

36 (5) When considering a possible adjustment to a growth management  
37 planning population projection prepared by the office of financial  
38 management, the board shall consider the implications of any such  
39 adjustment to the population forecast for the entire state.

1 The rationale for any adjustment that is adopted by the board  
2 must be documented and filed with the office of financial management  
3 within ten working days after adoption.

4 If adjusted by the board, a county growth management planning  
5 population projection shall only be used for the planning purposes  
6 set forth in this chapter and shall be known as the "board adjusted  
7 population projection." None of these changes shall affect the  
8 official state and county population forecasts prepared by the office  
9 of financial management, which shall continue to be used for state  
10 budget and planning purposes.

11 NEW SECTION. **Sec. 6.** A new section is added to chapter 36.70A  
12 RCW to read as follows:

13 (1) Any city subject to the requirements under section 3 of this  
14 act may apply to the department for, and the department may certify,  
15 an extension of the implementation timelines established under  
16 section 3(6) of this act.

17 (2) An extension certified under this section may be applied only  
18 to specific areas where a city can demonstrate that water, sewer, or  
19 stormwater services are currently deficient, or are expected to be  
20 deficient within the next five years, and for which the local  
21 government has established a plan of action that will remedy the  
22 deficiency in those services on a specific timeline. The department  
23 may certify no more than one additional extension of a city's  
24 remediation timeline.

25 (3) An application for an implementation timeline extension by a  
26 city must be filed with the department no later than 24 months  
27 following the effective date of this section.

28 (4) The department may establish by rule any procedures necessary  
29 to implement this section.

30 **Sec. 7.** RCW 43.21C.495 and 2022 c 246 s 3 are each amended to  
31 read as follows:

32 (1) Adoption of ordinances, development regulations and  
33 amendments to such regulations, and other nonproject actions taken by  
34 a city to implement: The actions specified in section 2, chapter 246,  
35 Laws of 2022 unless the adoption of such ordinances, development  
36 regulations and amendments to such regulations, or other nonproject  
37 actions has a probable significant adverse impact on fish habitat;  
38 and the increased residential building capacity actions identified in



1 RCW 36.70A.600(1), with the exception of the action specified in RCW  
2 36.70A.600(1)(f), are not subject to administrative or judicial  
3 appeals under this chapter.

4 (2) Amendments to development regulations and other nonproject  
5 actions taken by a city to implement the requirements under section 3  
6 of this act pursuant to section 4(3)(b) of this act are not subject  
7 to administrative or judicial appeals under this chapter.

8 NEW SECTION. **Sec. 8.** A new section is added to chapter 36.70A  
9 RCW to read as follows:

10 A city that adopts development regulations that are consistent  
11 with and implement this act and RCW 35A.21.430 or 35.21.683 shall be  
12 deemed in compliance with the requirements of RCW 36.70A.070(2)(d)  
13 until June 30, 2032.

14 NEW SECTION. **Sec. 9.** A new section is added to chapter 64.34  
15 RCW to read as follows:

16 A declaration created after the effective date of this section  
17 and applicable to an area within a city subject to the middle housing  
18 requirements in section 3 of this act may not actively or effectively  
19 prohibit the construction, development, or use of additional housing  
20 units as required in section 3 of this act.

21 NEW SECTION. **Sec. 10.** A new section is added to chapter 64.32  
22 RCW to read as follows:

23 A declaration created after the effective date of this section  
24 and applicable to an association of apartment owners located within  
25 an area of a city subject to the middle housing requirements in  
26 section 3 of this act may not actively or effectively prohibit the  
27 construction, development, or use of additional housing units as  
28 required in section 3 of this act.

29 NEW SECTION. **Sec. 11.** A new section is added to chapter 64.38  
30 RCW to read as follows:

31 Governing documents of associations within cities subject to the  
32 middle housing requirements in section 3 of this act that are created  
33 after the effective date of this section may not actively or  
34 effectively prohibit the construction, development, or use of  
35 additional housing units as required in section 3 of this act.

1        NEW SECTION.    **Sec. 12.**    A new section is added to chapter 64.90  
2    RCW to read as follows:  
3        Declarations and governing documents of a common interest  
4    community within cities subject to the middle housing requirements in  
5    section 3 of this act that are created after the effective date of  
6    this section may not actively or effectively prohibit the  
7    construction, development, or use of additional housing units as  
8    required in section 3 of this act.

--- END ---

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## MEMORANDUM

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**TO:** Town Council  
**FROM:** Eric Faison, Town Administrator  
**SUBJECT:** Public Works Landscape Maintenance Contracting  
**DATE:** January 17, 2023  
**CC:** Mike Quinn, Mayor and Terry Bryant, Public Works Director

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### **Background**

At the November 7 Council meeting, following a request by a resident, Council asked staff to track Public Works' hours and evaluate whether certain services provided by Public Works could be provided more cheaply through private sector contracting. During the discussion, I expressed particular concern with the time tracking element of the assignment. Specifically, I noted the seasonality and variability of the work. And I questioned whether a process based on time tracking, which would need to be done over a year, could produce a timely result.

After discussing this assignment with the Public Works Director, we decided that the most efficient way to proceed was to use the in-depth information on Public Works duties that we provided to Council at its June 2021 study session. We believe that this information is sufficiently detailed to identify the types and frequency of services that reasonably could be contracted. From this information, we have focused our analysis on the Department's landscape maintenance work, which includes landscaping for Town Hall, the stormwater utility's bio-swales, and the Town's rights of way.

### **Landscape Maintenance Services**

We approached this task from two directions. First, Terry and I contacted a number of cities who have or have had a private sector contractor provide landscaping services. Second, Terry contacted a landscaping contractor who has done municipal work, asking them for a cost estimate on the provision of landscaping services to the Town.

#### *Cities*

Terry and I had discussions with several cities about their experience contracting for landscaping services. University Place and Kenmore have current contracts. We talked with both cities about their experiences, and we received and reviewed copies of their contracts. We also had similar discussions with the cities of Shoreline and Lake Forest Park.

In these discussions, we heard a reoccurring theme. All of the cities expressed an opinion that the contractors were difficult to manage. This included their perspectives that the contractor's staffing was constantly in flux, resulting in the need to repeatedly follow-up on missed or inadequately performed tasks. Most felt that the contracts were not more cost effective – even more obviously so when taking

into account the loss of flexibility that employees provide. For these reasons, both Shoreline and Lake Forest Park stated that they are in the process of bringing their landscape maintenance services back in house. I have attached a copy of an email from the City of Kenmore’s city manager, which I believe echoes the sentiment consistently expressed by others. (Attachment A)

#### *Contractor’s Estimate*

Contracting with a private sector service provider requires the Town to solicit bids from qualified contractors through a request for proposals (“RFP”). The Town is required to accept the lowest responsive, responsible bidder. The selected contractor must pay prevailing wage to employees who are providing services to a municipality. The wage rates are determined by the State. This requirement often results in a contracted rate that is substantially higher than our residents might pay landscapers for their homes.

The process of issuing an RFP, rating competing bids and issuing an award is time consuming, for both the Town and the applicant. But it is not an overwhelming process. In deciding whether to issue an RFP, as well as for budgeting purposes, jurisdictions often first try to gain insight as to the types of bids that they might receive.

Terry contacted a landscaping contractor (Monarch Landscaping) to obtain an estimate. Monarch Landscaping has over 500 employees. They provide landscape maintenance services for local governments, including the cities of University Place, Bellevue and Olympia, King County Libraries and Community Transit. They also provide services to a number of private sector clients, including Microsoft’s Redmond campus, Primera Blue Cross, and Alderwood Mall, to name a few.

Terry reviewed with Monarch a list of specific duties and conducted two tours of the Town. A list of duties is attached on page 27 of Monarch’s estimate. (Attachment B) The estimate Monarch provided is approximately 68% more than we currently pay in salary and benefits for our Public Works Crew (\$196,165).

Landscaping	299,394
Tax	29,939
Total	329,333

Of note, the estimate Monarch provided does not include any work on Town streets – such as sweeping. The quote also does not include other duties of the Public Works crew, such as stormwater facility improvements/maintenance, animal control, code enforcement, park & facility safety checks (particularly trees), snow removal, building improvements/maintenance, vandalism repairs, sign maintenance, 24-hour emergency response, or special projects.

#### **Conclusion**

I continue to have significant concerns about contracting for landscaping services. We have information from other cities who have experience with contracting, and all have identified significant challenges with the cost, quality and flexibility of service delivery. Furthermore, given the need to maintain Town staffing to address services not contracted, the costs of contracting would be additive, not a savings. Lastly, I also do not recommend the solicitation of an RFP. Having reviewed contracts for other cities, Terry and I do not believe that the estimate we received is grossly dissimilar to what we can expect from an RFP process. More importantly, I can foresee potential undesirable side effects of pursuing an RFP on what would likely remain our existing staffing model.

## **Attachment A – Email from Kenmore City Manager**

**From:** Rob Karlinsey <rKarlinsey@kenmorewa.gov>  
**Sent:** Wednesday, November 9, 2022 12:56 PM  
**To:** Eric Faison <eric@townofwoodway.com>  
**Subject:** FW: FYI - SR522 Landscape Maintenance Contract

Hi Eric – Attached is our landscape maintenance contract. We have been increasingly moving from contracting with landscape maintenance companies to bringing the work in house. There are several main reasons for this, including cost, quality of work, and reduced headaches and times spent nagging the contractors.

I have found that landscape contracts take a lot of time to manage. These businesses tend to bring on too many customers and then don't have the time or staff to do a good job. We often have to follow up with them and hound them to come out and do the work and then follow up again because of poor work quality.

With labor shortages, the situation has become worse. And the labor shortages and resulting rise in labor costs have made contracting for landscape services even less cost effective.

For many landscape contractors, their main priority is to make a buck and get in and get out of a job as quickly as possible—or even skip doing the job and still get paid for it if they think they can get away with it.

All of this causes more headaches and time spent managing and dealing with the contractors.

On the other hand, our own employees have pride of ownership and do a good job. Even our seasonal workers run circles around the contractors. Speaking for Kenmore, our maintenance workers are not lazy and they get a lot done. And we're not competing for their time with other cities or customers, which gives us a lot of flexibility to move them around as needed. Having in-house employees do the work saves us a lot of time and grief, and it's really not that much difference in cost, especially if you include all of the hassle that comes with contracting out the work.

--Rob

DRAFT



Provided by

# Northwest Landscape Services

A Monarch Landscape Company

DATE: December 7th, 2022



You're not an account.  
You're a valued relationship.  
Let us share more about how we can  
be your trusted service provider.

## WHAT'S INSIDE

- Creating the Foundation for a Long-Lasting Partnership
- Operational Structure to Ensure Exceptional Service Delivery
- Transition Plan to Deliver Consistency
- Safety & Training
- Monarch Background
- Cost of Services

December 7th, 2022

Terry R Bryant JR  
Director Public Works  
Town of Woodway



Dear Terry,

Thank you for allowing us the pride of being considered as a trusted service provider to the town of Woodway, and for being considered to extend this partnership to the Landscape Maintenance. We understand that you do not take RFPs lightly, and we trust that the enclosed proposal demonstrates that neither do we.

We believe in the value you place on your trusted service providers, the importance of a long-term partnership, and the need for organization and consistency in communication and service delivery.

Our experienced and tenured team has conducted a thorough review of the Landscape Maintenance Specifications and has spent many hours reviewing the area. We understand these extensive reviews are necessary to ensure we have provided Woodway with the distinctive solutions necessary to meet the objectives of the town and lay the foundation of a long-term partnership.

We believe this foundation starts with work that meets and exceeds the expectations of the maintenance specifications, and our ability to deliver on great customer service and communication. Once we have laid this strong foundation, we can expand this partnership through our distinctive ability to provide long term asset management capabilities through our full suite of services that are uniquely enabled by industry leading expertise and cutting-edge technology.

By delivering on these services, we become an extension of the Woodway team, and contribute to the operational success of the town. Over time, this approach will ultimately lead to our ability to assist in delivering on Woodway's mission to provide efficient and accessible municipal services and responsible stewardship of land and resources.

We look forward to reviewing the presentation with you and collaborating with Woodway to bring this vision to reality.

Sincerely,

*Leo Bate*

Leo Bate  
Branch Manager

*Kristal-Lynn Archer*

Kristal-Lynn Archer  
Business Development Manager

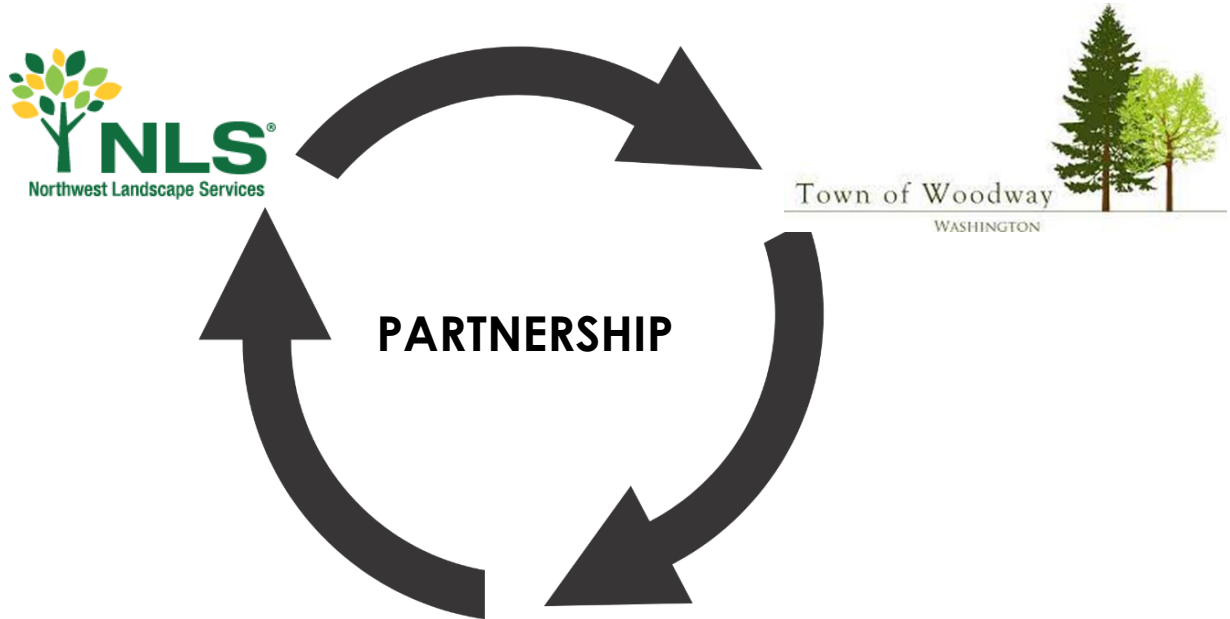




## Creating the Foundation for a Long-Lasting Partnership

Every great partnership must start with a strong foundation. In the following section, we outline how we plan to structure our vendor relationship with consistent communication.

OUR PLAN IS TO INTEGRATE OUR BEST PRACTICES AND CONTRIBUTE TO THE SUCCESS OF **The Town of Woodway**– AS WE ARE COMMITTED TO A LONG-TERM PARTNERSHIP!



## Woodway Residents

### WORK THAT ADHERES TO MAINTENANCE SPECIFICATIONS

- ▶ Job Start Transitions, Motion Activity Planning, Safety, Quality and Training Programs

### DELIVER GREAT CUSTOMER SERVICE & COMMUNICATION

- ▶ Customer Experience, Communication, Area Manager, Service & Operations Support

### PROVIDE LONG TERM ASSET MANAGEMENT CAPABILITIES

- ▶ Asset Inventory and Landscape Asset Management Programs for Projects, Arbor, & Irrigation

### CONTRIBUTE TO OPERATIONAL SUCCESS OF YARROW POINT

- ▶ Extension of the Yarrow Point Teams

### ASSIST WITH TOWN OF WOODWAY'S MISSION

To provide efficient and accessible municipal services and responsible stewardship of land and resources

Your landscape partner  
is more reactive  
than proactive.

We understand that you are busy – and you need a landscaper  
that you can partner with, not one that you need to manage.

## OUR SOLUTION

We have created a **Customer Communication Form** that is completed by your Area Manager and emailed directly to you on a regular basis. This communication will establish progress, pinpoint your pain points, and suggest proposals for proactive strategy when needed. Your landscape partner should bring solutions to you; not the other way around.

### PacTrust Commercial - Property Update



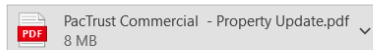
Customer Message <mailer@forms-db.com>  
To Lindsay Vizzini

Reply Reply All Forward

Fri 5/15/2020 9:31 AM

Follow up. Start by Friday, May 15, 2020. Due by Friday, May 15, 2020.

Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



DETAILED REPORT WITH PHOTOS ATTACHED.

SAMPLE EMAIL

What looks good on site: Sample site are for buildings 645,656,647,648,649 and 651

The plantings in the vast majority of the beds is nice and full with most of the plant material looking healthy with new growth. Several of the entrances to the buildings are very appealing to the eye and many of the formal hedges are nicely pruned. The weed control in the vast majority of the formal bed areas looks very good

Issues Existing onsite: Grass is starting to dry out, swales were cut short leaving them very yellow and scalped looking. There are turf weeds in the lawn. Many of the edges primarily on the back side of the hedges that border the swales have really rough edges that need to be straighten out. There is a smoking pavilion that is over taken with tall grass that is a potential fire hazard should with the warm weather approaching. There are several beds that are missing plants along the front of the building. Many of the trees have low hanging limbs that need to be lifted to keep from hitting vehicles.

Our Action Plan: Will instruct crew to raise mower height when mowing swales as not to scalp the lawn. I am scheduling the lawns to be fertilized next week and a broad leaf weed application to be sprayed to kill the dandelions. I notified the irrigation service to increase watering of turf areas at these building to compensate for the area drying out and will follow up over the next few week to make sure it is improving.

Proposals that we will provide: 1) Will provide a proposal to clear tall grass from around the smoking pavilion and install a 5 foot drain rock buffer around the area.  
2) Will provide a bid to install missing plants in islands were grasses have died  
3) Will provide a proposal to cut new turf edges on the swales that no longer look straight and uniform.

#### What issues exist on site?

Grass is starting to dry out, swales were cut short leaving them very yellow and scalped looking. There are turf weeds in the lawn. Many of the edges primarily on the back side of the hedges that border the swales have really rough edges that need to be straighten out. There is a smoking pavilion that is over taken with tall grass that is a potential fire hazard should with the warm weather approaching. There are several beds that are missing plants along the front of the building. Many of the trees have low hanging limbs that need to be lifted to keep from hitting vehicles.

#### Photographs of issues



IMG\_1137.JPG



#### Jobsite Name

PacTrust Commercial

#### Customer email

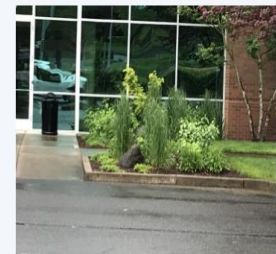
lindsay.vizzini@monarchlandscape.com

#### What looks good on site?

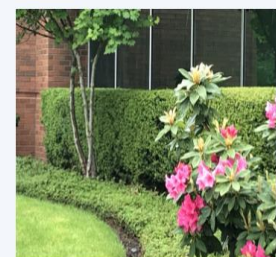
Sample site are for buildings 645,656,647,648,649 and 651

The plantings in the vast majority of the beds is nice and full with most of the plant material looking healthy with new growth. Several of the entrances to the buildings are very appealing to the eye and many of the formal hedges are nicely pruned. The weed control in the vast majority of the formal bed areas looks very good.

#### Photographs of what looks good



IMG\_1138.JPG





## 2020 Landscape Asset Management Plan

Prepared For: Maria Ganant				Prepared on: 8/1/2020									
Client Name: Pactrust CTC				Prepared By: Mike Rice									
Pricing below is for clients calendar budgetary purposes													
Description	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Contracted Landscape Maintenance													
Current Contracted Amount	23,000	23,000	23,000	23,000	23,000	23,000	23,000	23,000	23,000	23,000	23,000	23,000	\$ 276,000
3% Renewal increase effective January	690	690	690	690	690	690	690	690	690	690	690	690	\$ 8,280
New Total Monthly Contract Amount	23,690	23,690	23,690	23,690	23,690	23,690	23,690	23,690	23,690	23,690	23,690	23,690	\$ 284,280
Recurring Items *													
Dormant Tree Pruning - structure & thin	-	32,000											\$ 32,000
Winter Turf treatment - moss/cranefly/disease	5,100												\$ 5,100
Insect and Disease app - Winter Dormant Oil		750											\$ 750
Bark - Medium Fresh Fir			10,500										\$ 10,500
Irrigation Start up Repairs				5,000									\$ 5,000
Slit Seeding					6,300								\$ 6,300
Aeration						4,800							\$ 4,800
Spring tree pruning - lift and thin after leaf out					25,000								\$ 25,000
Annual/Perennial color - Summer					1,500								\$ 1,500
Irrigation Mid-Season Tune-up/repairs						4,500							\$ 4,500
Tree & Shrub Insect Injections - Lace Bug/Aphids				2,250									\$ 2,250
Tree & Shrub Disease Control - Anthracnose				1,500	1,500	1,500							\$ 4,500
Pressure Washing													\$ -
Turf Liming								10,500					\$ 10,500
Annual color bed soil replacement										1,350			\$ 1,350
Fall/Winter Annual Color										2,318			\$ 2,318
Tree & Plant replacement/fillers											4,800		\$ 4,800
Deep Root Fertilization										480			\$ 480
Enhancement/Improvement items **													
Turf renovation			2,500										\$ 2,500
Monument install on 15th and 164th ave										5,500			\$ 5,500
New planting of water features				7,500									\$ 7,500
Convert irrigation Pop-ups to drip					7,500								\$ 7,500
													\$ -
													\$ -
Above and Beyond													
Hardscape/Curb repairs													\$ -
Catch basin clean out			2,500										\$ 2,500
Backflow testing				750									\$ 750
Design Services													\$ -
Asset Inventory Mapping (AIM)									22,000				\$ 22,000
Sweeping Services													\$ -
Seal Coating/Stripping													\$ -
Holiday Lighting													\$ -
													\$ -
													\$ -
Sub-Total (out of contract)	5,100	32,750	15,500	17,000	41,800	10,800	-	10,500	22,000	9,648	4,800	-	\$ 169,898
Monthly Totals	\$ 28,790	\$ 56,440	\$ 39,190	\$ 40,690	\$ 65,490	\$ 34,490	\$ 23,690	\$ 34,190	\$ 45,690	\$ 33,338	\$ 28,490	\$ 23,690	\$ 454,178
Quarterly and Annual Totals:	\$ 124,420			\$ 140,670		\$ 103,570				\$ 85,518			\$ 454,178
Capitalization Projects													
Renovation of Building 430	Demo of existing landscape of build 430 and reinstall per Spiro design architects												\$ 43,000
Job 2													\$ -
Job 3													\$ -

The above information is provided as an estimate for your budget process. Prices above do not reflect sales tax if applicable.

\* Recurring Items are budgeted estimates based on a Standard Plan of Care.

\*\* Please note that pricing for Enhancement/Improvement work during 'Discount' select months is at the 'Standard Price' initially. Discounted pricing is only eligible during the months the work is produced (Oct - Mar).

Premium Discounted Pricing (Jan-Mar & Oct-Dec)

Offered up to 20% Discount

## Provide 1, 3, and 5-year plans for capital improvements

Our Project Manager, Arturo Vargas, will do a detailed site walk with you to scope short and long term projects, and then work on developing a plan for how to make it fit in your future budgets.

All your goals should have an end-date. When you become our partner, our first order of business is to discuss your vision for your property and what you need to achieve it, then help you plan and budget accordingly. We never want your landscape to give you budget whiplash, so we look down the road and provide 1, 3, and 5-year plans to help you feel prepared ahead of your fiscal year planning. All of our recommendations are mindful of maximizing ROI, so you can trust we're sensitive to stretching your dollar. Recommendations may include investments to your landscape that can help reduce the ongoing cost of maintenance, increase your property value, mitigate risk, and/or avoid future catastrophic repairs.

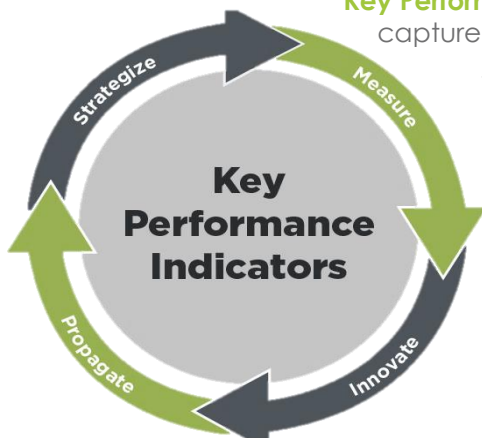
## QUARTER BUSINESS REVIEWS

IFS is Monarch's ERP (Enterprise Resource Planning) solution. This system has a fully integrated work order, service contract, time entry, purchasing, AR, AP and GL solution. IFS also has an integrated document management system to house all related documents for our suppliers, customers, service contracts along with the data associated with tracking our Key Performance Indicators.

### TRACKING IMPROVEMENT

INITIATIVE NUMBER	KPI	MEASUREMENT	FREQUENCY	LEADING / LAGGING	SCORE
1	Actual Visits vs Scheduled	>95%	Monthly	Lagging	100%
2	Periodic Service Completion	>95%	Monthly	Lagging	100%
3	Out-of-Scope Work Orders Completed & Total Cost	<10%	Monthly	Lagging	1.6% / 4.9%
4	On-Time Performance For Work Orders via Priority Code	95%	Monthly	Lagging	Pending Additional Data
5	In-Scope Work Orders, Due to a Notice of Failure to Perform	<10%	Monthly	Lagging	Pending Additional Data
6	Invoice Accuracy and Timeliness	>95%	Monthly	Lagging	99.7%
7	Actual Hours vs Budgeted Hours	>95%	Weekly	Leading	97%
<b>SAFETY</b>					
1	TRIR Rating	<1	Semi-Annually	Lagging	0.0 / 563+ Days w/o Recordable
2	Average Safety Training Hours Per Employee	10 Hours Per Year	Quarterly	Lagging	39.3 Hours
3	Average Number of "Good Catches" Per Employee	4 per year	Quarterly	Lagging	Outline Program Going Forward

**Key Performance Indicators** that drive long-term value for our clients and teams are captured and analyzed using our Enterprise ERP System, IFS. These KPI's will be Established by Yarrow Point with Leading & Lagging Indicators and Periodic & Real Time Review.





## A Seamless Partnership That You Can Count On

AIM, Asset Inventory Management, is NLS' program to inventory, assess and catalog a client's landscape to create a more comprehensive management program. Our AIM program allows us to identify issues in a landscape and prioritize where our efforts and your money should go. This permits for optimal long-range budgeting and planning.

Our experienced team uses GPS technology to inventory and measure your site and the GIS software allows us to create detailed and accurate maps of your property. We then analyze that information to provide a detailed AIM report of your site. Once we finalize an AIM inventory report, we can update your landscape's catalog as assets change.



### TYPE OF ASSETS INVENTORIED

- **TREES:** Species, Type & Height
- **LANDSCAPE:** Turf, Planters, Shrub & Flower Beds
- **HARDSCAPE:** Sidewalks, Site Amenities and Snow Routing & Planning
- **IRRIGATION:** POC, Valves, Zones & Controllers
- **AND MORE:** AIM can be customized to adapt to your specific site needs and planning.

*\*Current mapping projects have provided clients the necessary information to build long-term capital maintenance budgets, assist in asset development and permitting needs, provide supporting information for use in RFP's as well as assisting in asset acquisition due diligence requirements.*



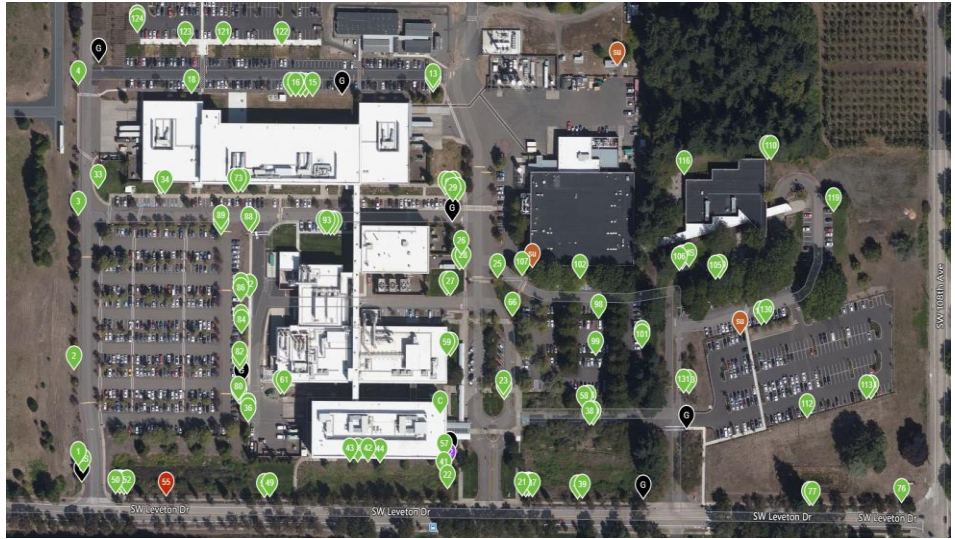
## A Valued Partner That Contributes to Solutions

How can inventorying the Woodway Town Hall irrigation system support the future and assist with additional modifications that are often needed as new construction projects impact this existing landscape.

NLS, upon award of the Town of Woodway contract, will complete this inventory to document the current irrigation asset.

Our AIM analysts will create a field catalog to identify key components of the system. Then, we will confirm on-site and begin the process of collecting GPS coordinates for all assets throughout the property. Finally, we'll use existing zone information to build in all key zone information.

As new sites are added or major splice repairs are needed, our irrigation tech will continue to catalog to keep all information accurate and up to date.



**Cataloged valves**



**Zones coverage areas**

### What is the **VALUE** to Woodway

- Improves communication, collaboration, between all Stakeholders for day to day, and long-term budgeting & strategic planning activities
- Create comprehensive maps that can be reviewed on computers and handheld devices
- Irrigation system is cataloged and can be sorted via any category (Controllers, zones, splices, valves, POC's, isolation valves, etc.)
- Reduce overall repair costs by quickly identifying key areas by reducing time searching of lost valve boxes or field wire splices
- Replace lost or out of date irrigation as-built





Monarch Tree Services will present you with a detailed tree management plan to maintain the overall health and long-term performance of your trees.



Legend (114)

Yellow square	Vine Maple (20)
Light blue square	Northern Pin Oak (17)
Purple square	Cedar Species (13)
Light green square	Quaking Aspen (12)
Red square	Norway Maple (12)
Orange square	Paper Birch (8)
Pink square	Kwanzan Flowerin... (8)
Dark blue square	Giant Sequoia (8)
Dark purple square	Red Maple (7)
Light grey square	Flowering Dogwoo... (2)
Brown square	Coastal Redwood (2)
Cyan square	Birch Removal (2)
Gold square	Japanese Maple (1)
Blue square	Bloodgood Japane... (1)
Green square	Autumn Gold Gink... (1)



May 13, 2020 ID# 13  
DBH: 7"-12"  
Health: 20% - Critical



Google Maps, Metro, Portland Oregon, State of Oregon, U.S. Geological Survey  
Removal / Grind

This is 90% dead and will continue to decline, its suffering from bronze birch borer and if not removed it can spread and infest other healthy birch trees.

## Columbia Tech Center

<https://app.arbor-note.com/index.cfm/proposal/F4C0E9C9-ABE1-4481-A70F1BEC58FE3322/view>

**Arbor Note**, our tree care inventory program, is a smart and easy innovative app that allows you to monitor your tree inventory, estimates, arborists' reports and even allows you to approve work orders immediately.

### QUICK & PRECISE

Work Orders are assigned through Arbor Note and sent directly to the Arborists' handheld device providing them with tree locations, SOW and data on each tree. This allows us to deliver on work exactly as it's requested.

### REAL-TIME MONITORING

Arbor Note monitors our job performance as well as provides our clients with real-time job status updates. Clients are given a log-in to access this information directly from their desktop. Their site account will also maintain historical data on all activity performed on their trees.

### SAFETY

Crews are annually Certified on Aerial Rescue and we reinforce practices with monthly rescue training on the jobsite to continually improve the skills needed to evaluate an emergency situation.





## Operational Structure to Ensure Exceptional Service Delivery

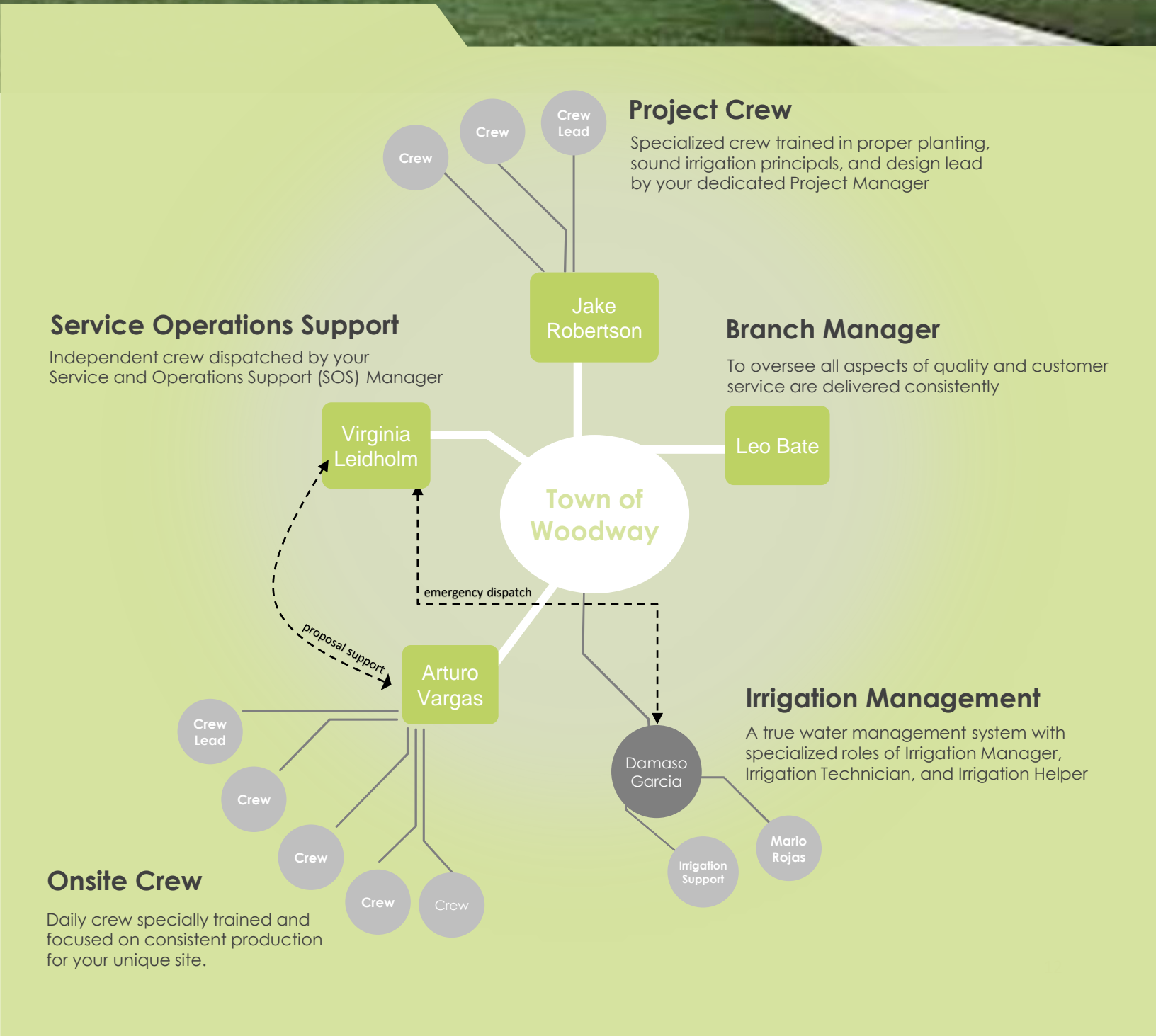
You deserve a landscape partner you can count on to deliver the consistent level of service you expect. In the section that follows, we'll share how we ensure we always provide you with the best team and the best service possible.

## Town of Woodway Structure

We've built a team for your property that can deliver the scope we discussed, efficiently, while ensuring we achieve the level of care you expect. The organizational chart below reflects the structure we believe will best achieve your goals.

## Town of Woodway Structure

We've built a team for your property that can deliver the scope we discussed, efficiently, while ensuring we achieve the level of care you expect. The organizational chart below reflects the structure we believe will best achieve your goals.





## Transition Plan to Deliver Consistency

We've heard you. The pages that follow describe the importance of consistent communication that you've shared and the solutions we recommend for a seamless transition.

## A Job Start-Up and First 90 Days That Feels Right

When our team starts work on your property, you won't have to worry about bringing us up to speed. We will do the pre-work needed, so when our team first sets foot on the job, we're ready to hit the ground running.

Then, in the first 90 days, our goal is to tackle your highest priority areas on your property quickly and evaluate how your landscape and irrigation system are performing. We'll share recommendations we believe will be needed to ensure your landscape will thrive.

The plan below provides details on our Pre-Start and Post-Start Action Plans. This start-up plan is only the beginning. After the 90-day mark, we'll evaluate progress toward your goals, and continue to make strategic recommendations designed to reach them.

### PRE-START PLAN INCLUDES

#### Job Walk/Communication Call

Participants include the Customer Representatives, Jake Robertson– Project Manager, Arturo Vargas– Area Manager, Don Aselin– Arbor, Damaso Garcia– Irrigation Manager, Leo Bate–Senior Branch Manager.

#### THE PURPOSE IS TO:

- Set and confirm expectations
- Identify inconsistencies (pruning, shrubs, deferred maintenance)
  - Soils test/analysis (as needed)
- Locate the main irrigation components
- Confirm agronomic restrictions
- Note Critical Areas and Critical times to better understand needs
- Critical areas
  - Example: Understanding the pruning expectations and timing to best service.
  - Determine work flow and what areas/zones will be serviced by day/week/month

#### Risk Analysis/Exposure Evaluation

- Higher public interaction locations and plan
- Evaluate landscaping around lighting
- Trip/Fall hazards
- Drainage/Water damage

#### Communication Plan

Before beginning the job, a communication plan will be prepared stating expectations and dates if applicable around the following:

- Invoicing/Pos, Work Orders
- QBR/Future walks
- Landscape Asset Management Plan (LAMP) timing
- Clock in/Clock out requirements
- Sensitive individuals list
- Schedule time to meet with key partnerships Yarrow Point maintenance

### Site Production Plan

We have already begun a big step in mapping out the play book to transition the property for our crews. The following items will be documented and supplied to crews:

- Vehicle staging areas
- Areas for traffic mitigation
- Break areas/facilities
- A Seasonal Calendar
- Training teams on behavior/public interaction (SOP). We do this for all sites to ensure that interactions in retail areas, parks, streetscapes with the public that we communicate appropriate messages and work around public accordingly.

### POST-START PLAN INCLUDES

Upon start, our 30-60-90 Day Communication Plan will include:

#### 0 TO 30 DAYS – TASKS TO INCLUDE IN 1<sup>ST</sup> ROTATION

- Employee Engagement Manager to spend time with crews to provide directions as noted in Motion Activity Plans - ensure smooth transition from previous vendor
- Weed Removal / Spray
- Maintain proper height for foundation plants, mid size shrubs and ground covers
- Maintain all plants free of dead branches due to aging or decaying
- Maintain areas free of dead shrubbery
- Low branches parkway trees
- Ground covers off sidewalks

#### 30 TO 60 DAYS – TASKS TO INCLUDE IN 2<sup>ND</sup> ROTATION

- Dead plants out of bed areas
- Start with proper heights by the different shrub species and separations or mass planting depending on design intention

#### 60 TO 90 DAYS – TASKS TO INCLUDE IN 3<sup>RD</sup> ROTATION

- Continue with proper heights by the different shrub species and separations or mass planting depending on design intention

### Irrigation Management

- Dial in interaction with IMS regarding repairs and adjustments
- Repairs needed based on initial walk of systems or any outstanding repairs from transition period
- Begin AIM irrigation mapping and gathering information
- Budget/recommendations/upgrades for optimization

### Develop measurable KPI's for **Woodway**

- Work order management
- Service delivery metrics
- Sustainability metrics
- Issue resolution metrics

### New Customer Survey Program

After 6 months of service, you will receive an email requesting you rank your satisfaction with our service by answering 3 quick questions.



## Training & Safety

Our number one priority is the safety and health of our employees and partners. To ensure the safety of our teams we have invested in ongoing trainings for all field and management employees.

## Training that Achieves Quality Work and Fulfilled Team Members

### OUR TRAINING PROGRAM IS DESIGNED TO MEET TWO GOALS:

- Ensure our teams have the skills, tools, and processes to meet our customers' landscape quality and customer service expectations, and
- Provide our team members with opportunities to grow their skills and build fulfilling careers with us

The program is comprehensive and immersive. We proactively train our teams when they first start and throughout the year, every year. Employee Engagement Managers, a dedicated position in every market we serve, are 100% focused on maintaining our local talent pool and offering training workshops at our Branches. We have 3 training areas of focus.

#### 1. **Onboarding and Basic Landscape Training**

Before a new team member sets foot on your property, we make sure they have the skills needed to do the job right, and the background on your property to ensure a smooth transition. All new crew members spend a full week on training before work officially starts. This includes introductions to the local team and leadership, training on the basics of landscaping, shadowing a team in the field, and a walkthrough of their role and responsibilities on your property.

#### 2. **Ongoing Training on Operational Improvements**

As an organization, we work with a mindset of continuous improvement. Whether we're innovating, introducing new technology, or sharing a best practice, our mandatory ongoing trainings bring all of our crew members up to speed.

#### 3. **NEXT Level Training for Career Advancement**

Retaining crew members (and their legacy knowledge on your property) in today's competitive labor market means providing opportunities other companies aren't. Our *NEXT Level* Program empowers our team members to take control of their development, career path, and compensation. We offer a training track for crew members to complete at their own pace. As each level of training is complete, crew members can pursue opportunities to move to the next level in their career at Monarch. From entry-level to Crew Leader, this training program is designed to improve crew members' skills and performance so they can provide more value to customers and be compensated accordingly.

### Training on **Town of Woodway**

Before service starts, our entire project team—from the Branch Manager to onsite managers, specialists to the crew—will be at the campus engaged in preparing for a productive official first day. We will spend the time required to evaluate the current status of your landscape, develop operations plans, and train our teams, so that when we start work, we are confident our plan will help your landscape thrive.





*"It's my job to find quality recruits, guide them through the onboarding and training process for the longevity of our crews!"*

**Alberto Garcia**

Employee Engagement Manager

## NEXT LEVEL RECRUITING VERTICALS



### RECRUITING ^

We developed and are currently testing alternative recruiting sources and an interview process that identifies those in it for a job from those who want a career here. We're opening doors to candidates who may not have landscape experience, but have the softer skills, physical aptitude, and interest in learning our business.

**73%**

2018 Pilot Retention Rate

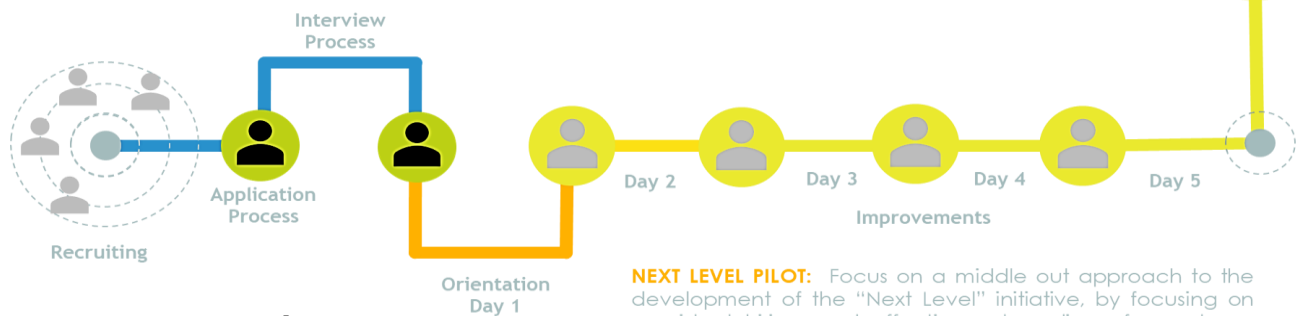
Our philosophy is to focus on the development of the "Next Level" initiative, by concentrating on consistent hiring, and effective onboarding of new team members. This strategy reduces 30-day turnover while increasing 30-day productivity of new team members, while building capability, content, and best practices. During our 2018 NEXT Level Pilot Program we saw a 73% retention rate of new hires!



# MONARCH LANDSCAPE COMPANY

## NEXT LEVEL WEEK 1

Path to become a Basic Gardener



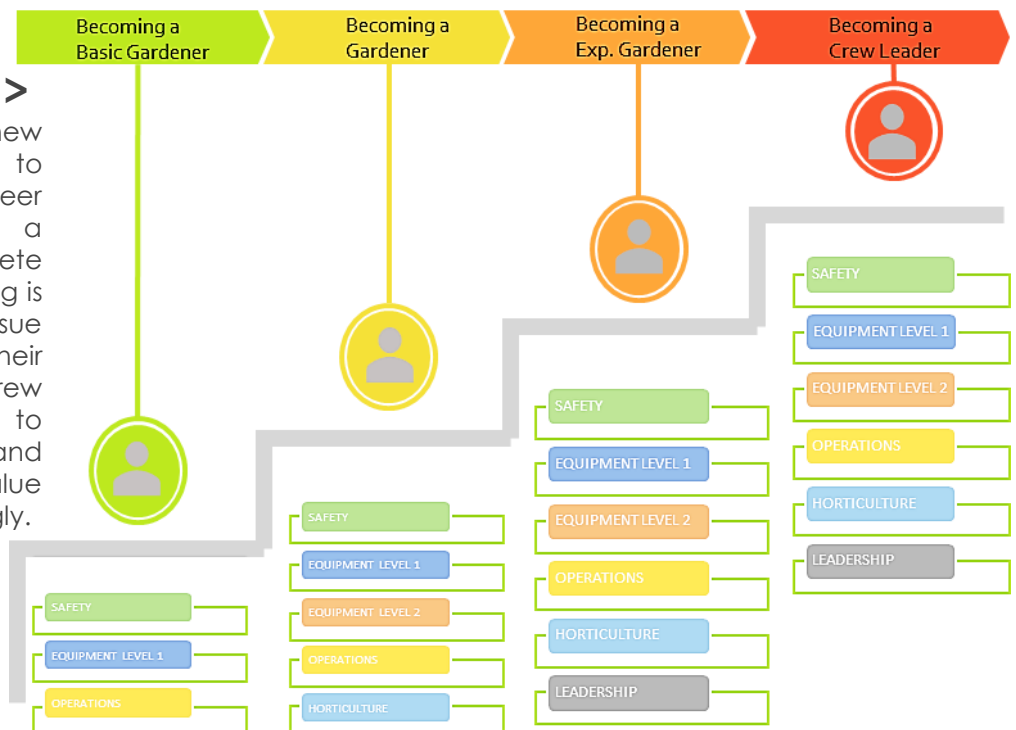
### ONBOARDING AND TRAINING ^

We've formulated a 5-day, immersive training program that starts with orientation and an introduction to our business and team, then provides basic skills training on quality, safety, customer care, and equipment. This program is geared toward making new team members feel welcome, supported, and prepared to do the work, and as a result, reduce new hire turnover.

**NEXT LEVEL PILOT:** Focus on a middle out approach to the development of the "Next Level" initiative, by focusing on consistent hiring, and effective onboarding of new team member. Test assumptions that this program will reduce 30 day turnover and increase 30 day productivity of new hires. Build capability, content, and best practices that will enable a **broader** deployment. Focus on a bottoms up approach to Inform the "Next Level" Initiative team, to develop stronger; Sourcing, Training & Development Programs.

### LONG-TERM TRAINING AND DEVELOPMENT >

Appropriately named, *NEXT Level*, this new program will empower Crew members to take control of their development, career path, and compensation. We'll offer a training track for Crew members to complete at their own pace. As each level of training is complete, Crew members can pursue opportunities to move to the next level in their career at Monarch. From entry-level to Crew Leader, this training program is designed to improve Crew members' skills and performance so they can provide more value to clients and be compensated accordingly.



## Safety is Our #1 Priority

Our safety program has gone a complete overhaul and safety is now engrained in our daily culture. Two years ago, Eric Wilson was brought on as our Director of Environmental Health & Safety. Eric took the reins of our safety program and began steering us in the right direction. Today, we can confidently say that what we are doing is working, and we are now locally at an OSHA rate of 1.01 and we aren't stopping there! To add an additional level of safety and security, we now E-Verify.

## Safety First Today– It May be Too Late Tomorrow



### Hat

Reduce sun exposure and keep debris out of face



### Safety Goggles

Reduce sun exposure and protect eyes from debris



### Safety Vest

Ensure visibility while working in field



### Ear Plugs

Reduce noise from large equipment



### Gloves

Protects hands from harsh plant material



### Steel Toe Boots

Protects feet from equipment falling



### Name Tag

Use our name tag or customer provided badge

Safety starts from the moment we call our teams together. We start our morning with our Stretch & Flex program, our systematic approach to setting a safety tone for the day. While conducting 8 standard stretches, our teams discuss potential jobsite hazards and public exposure to ensure we are primed for a day of working safely.

After completing our Stretch & Flex, we load up our trucks and head to the front gate for a gate check. This gate check is conducted either by our Branch Safety Leader or our Branch Manager, who check to ensure:

- Each team member is healthy enough to safely conduct the day's workload
- Each team member has the appropriate PPE
- The truck and trailer are in safe working order
- The truck is stocked with enough water and ice per crew member as required by OSHA
- The truck is stocked with the appropriate amount of safety cones (5 for a truck & trailer, 3 for just the truck)
- SDS Sheets are readily available in each truck which contains chemicals

Once we dispatch from our yards, each team member is responsible for a safe operation. If something doesn't feel safe, our teams are trained to stop working and identify a safe way to complete the task.

Safety does not come without standard policies and procedures. Below is a list of our standard policies:

- Code of Safe Practices
- Confined Space Policy
- Disciplinary Action Guidelines
- Emergency Action Plan
- Fall Protection Policy
- First Aid & CPR
- Hazard Communication Program (Hazcom)
- Heat Illness Prevention Program
- Injury and Illness Reporting
- Ladder Safety Policy
- Injury and Illness Prevention Program (IIPP)
- Personal Protective Equipment (PPE) Policy
- Scaffold Policy
- Silica Exposure Control Plan

*Our safety program is designed to prevent accidents.  
If you would like to see details regarding any of the policies above,  
we are happy to share these with your teams!*



## Monarch Background

In landscape, change is inevitable. Your landscape's needs change, your business needs change, the seasons change. The one thing that doesn't have to change? Your trusted landscape provider. For all the ways your needs may change in the future, we have the services to support you.

# Monarch Landscape Background

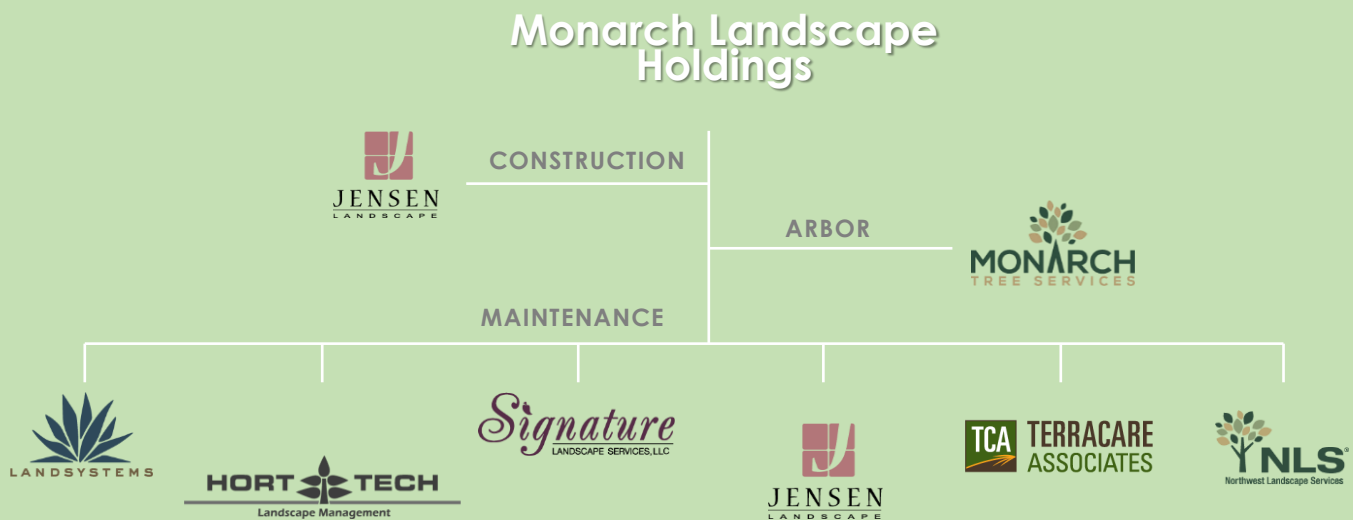
Monarch is a collection of top local and regional landscape companies. As we've grown to become a \$300M+ company with over 30 branches throughout the Western United States, our mission has remained constant—to be *the best place to work for landscape professionals*. We believe that by retaining and attracting the best talent in the industry, we can provide the best service to our customers.

In today's commercial real estate environment, delivering beautiful landscapes is status quo. Our customers expect us to provide a landscape asset that creates value for their business.

We're meeting that expectation with new and innovative ways of operating. We're leveraging new technology our industry has never seen, we're raising the bar in how teams execute their work, we're maintaining a healthy talent pool, and we're providing transparency, efficiency, and consistency in our operations.

When you partner with us, you get access to the top landscape experts in your region, our deep knowledge and wide range of experience, and a partner committed to achieving your goals for your landscape and your business.

AFFILIATES, SUBSIDIARIES & PARENT COMPANY:



*Our Northwest Landscape Services brand will be PacTrust CTC's Maintenance Service Provider if Awarded this Contract.*



## SERVICES AVAILABLE

### **Wetland & Native Ecosystem Restoration**

- Removal of invasive weeds & trees
- Installation of native plants and trees
- Techniques to ensure establishment of plantings commonly disrupted by animals (Beaver, Elk, & Deer)

### **Maintenance of Flow Structures**

- Cleaning and removal of debris and unwanted vegetation commonly found in weirs, culverts, and settling ponds to help promote hydrology and proper flow

### **Wetland and Native Area Monitoring and Maintenance Plans**

- Monitoring of native ecosystems to ensure success.
- Weekly/Monthly or Annual maintenance contracts to monitor the health, vigor, and success of your Native Growth Protection Areas (NPGA)

Helping to restore and manage the quality of Oregon and Washington's streams and wetlands is a service in which we have a strong belief and long history of preserving.

Constructed wetlands and native ecosystems have become common strategies for addressing excess surface water and the loss of native habitat associated with most modern commercial and residential development. Regular monitoring and proactive management of these systems is crucial. Sustainable Solutions Group (SSG) not only offers high quality, traditional landscape management, but also constructed wetlands and native ecosystem restoration services.

Our team has an extensive background and field experience in sensitive areas mitigation and management of constructed wetlands and surface water treatment facilities. We understand that work within these areas must take into account important plant and animal species, wetland regulations and environmental sensitivity. The proximity of wetlands and native areas to high-use areas on many sites can make them a real amenity when well managed. SSG can put a sensible and environmentally responsible plan into place to successfully establish and maintain sensitive areas.

### **EZRA HEDBLOM, CPO – Project Manager for SSG**

Ezra serves as our lead Project Manager in our Sustainable Solutions Group. He oversees the installation and maintenance of native species in greenbelt and natural landscapes. As well, he is responsible for identifying and managing invasive weeds. Hedblom holds a B.S. in Conservation from Kent State University and is a licensed Commercial Pesticide Operator with a specialized Aquatics certification. Prior to his hiring on at Signature/NLS, he assumed the role of Assistant Supervisor with the Washington Conservation Corps. In that position, he supervised activities of crews in conjunction with the Snohomish County Surface Water Management Plant Nursery. With the goal of restoring sustainable salmon habitat, Mr. Hedblom installed and maintained native vegetation. Additional responsibilities included identifying and controlling invasive species, installing and monitoring beaver deception devices and establishing in-stream habitat structures. He also monitored the health and vigor of (NPGA) Native Growth Protection Areas sites.



NLS is a full-service landscape company equipped to handle your snow/ice events.

We understand being snow and ice adds an extra level of difficulty to an already challenging & stressful situation. We'll customize a proactive plan that includes prioritizing our partners and communicate to you how we'll accomplish this.



- ✓ Constantly monitoring weather conditions
- ✓ Rotating On-Call Managers/Foremen
- ✓ Crews 12 hr. shifts for 24hr support
- ✓ Route Notebooks
- ✓ Every Truck with Cell phone
- ✓ Sidewalk crews in teams of 4-6
- ✓ Plows & Deicer trucks roll separate
- ✓ GPS Mobile Time Tracking
- ✓ Daily billing & Client calls

We know mother nature can be erratic, especially in the Pacific Northwest. With a full array of well-trained snow removal personnel, we can combat these conditions with both preventative services such as side walk and drive lane de-icing, as well as full-service plowing, lot cleaning, and snow removal off-site (if need be). With a wide array of equipment including 7 specific de-icing vehicles, as well as, 10+ fully equipped plow trucks we can tackle any snow or ice event before it even occurs.

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## Section A: Preventative Services (Pre-Event)

Granular Ice Preventative

Liquid Ice Preventative (Drive Lanes)

*\*Preventative de-icing is performed when area temperatures fall to 31 degrees or below w/precipitation present per local NOAA Forecast.*

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## Section B: Reactive Services (During / Post Event)

Liquid Ice Melt (Drive Lanes)

Snow Shoveling with Granular Ice Melt

Show Plowing (Drive Lanes)

*\*Monarch deploys for snow removal at a 1" depth & de-icing when area temperatures fall to 31 degrees or below w/precipitation present per local NOAA Forecast.*

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## An Investment in Quality You Can Count On

This number doesn't just include our proposed services. It also includes an attentive team, who answers when you call, responds quickly, and works tirelessly to consistently exceed your expectations.

Thank you for the opportunity to provide our proposal for landscape services. We appreciate the time you've spent with us. Our team is eager and ready to start adding value to your property by delivering seasoned expertise, smart solutions, and excellent customer service as your landscape partner.

## Scope of Work developed off below notes and site walk

### March through September:

We are looking to have the rights of way mowed and line trimmed once per week. Branches pruned to 9 feet over shoulder 12 feet over roadway once per month. The 8 bio-swales in Twin Maples, 110<sup>th</sup>, 111<sup>th</sup>, 236<sup>th</sup> and 239<sup>th</sup> weeded and pruned once per week. Town Hall mowed, weeded and line trimmed once per week. Mow, line trim and weed playground once per week. Cut vegetation off fence once a month in the playground. Weed and prune 8 flowerbeds twice a month at Algonquin and North Deer, North Deer and Wachusett, North Deer and Woodway Park Road, 238<sup>th</sup>, Timberlane and 240<sup>th</sup>, Timberlane and Willowick, Nootka and Pine Street, 114<sup>th</sup> and 241<sup>st</sup>. Once a year fill same flowerbeds with compost. Once a month cut vegetation of the walking trails, once a year refresh wood chips on all trails.

### October through February

Leaf collection three times per week. Blowing the sidewalks, roads and catch basins once a week using leaf blowers, street sweepers or a combination. Prune vegetation off roadway and walking path once per month. One day a week general clean up at Town Hall (weeding, pruning, leaf collection), Rake the safe fall material in the playground and leaf collection once a week.

The following roads have rights of way on both sides of the road

Woodway Park Road, 114<sup>th</sup>, 241<sup>st</sup>, 116<sup>th</sup>, Timberlane, Wachusett, North Deer, Algonquin, Kulshan, 112<sup>th</sup>, Richmond beach road, Chinook, Makah

The follow roads have just one side to maintain

Pine street (west side), 226<sup>th</sup> (south side), 108<sup>th</sup> (West side), 228<sup>th</sup> (north side), Eagle lane (north side), 240<sup>th</sup> (south side), Totem Pole Lane (North side)



## SCOPE OF SERVICES

Thank you for the opportunity to provide our proposal for landscape services. We appreciate the time you've spent with us. Our team is eager and ready to start adding value to your property by delivering seasoned expertise, smart solutions, and excellent customer service as your landscape partner.

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
TURF ACTIVITY													
MOWING	AS NEEDED		5	4	4	5	4	4	5	4	AS NEEDED		39-42
EDGING	AS NEEDED		5	4	4	5	4	4	5	4	AS NEEDED		39-42
TRIMMING	AS NEEDED		5	4	4	5	4	4	5	4	AS NEEDED		39-42
FERTILIZATION			AS NEEDED										AN
HERBACIDE			1	SPOT SPRAYING AS NECESSARY									1-6
BED ACTIVITY													
WEEDING/RAKING	AS NEEDED		5	4	4	5	4	4	5	4	AS NEEDED		39-42
PRE-EMERGENT			AS NEEDED										2-3
FERTILIZATION			1						1				2
WEED SPRAY	AS NEEDED												8-12
PRUNE GROUNDCOVER & SHRUBS	4	4	5	4	4	5	4	4	5	4	4	5	52
LITTER & GARBAGE PICK-UP	EACH VISIT												52
CLEAN-UP													
LEAF PICK-UP									2	12	12	10	36
BLOWING	EACH VISIT												52
OTHER TASKS													
ENCROACHMENT CONTROL				AS NEEDED									8-12
HARD SURFACE BLOWING	4	4	5	4	4	5	4	4	5	4	4	5	52
MULCH/ WOODSHIP INSTALLATION (SEPARATE FROM CONTRACT)			1										1
QUALITY CONTROL													
AREA MANAGER INSPECTION	1	1	1	1	1	1	1	1	1	1	1	1	12
SITE WALK WITH CUSTOMER			1			1			1			1	4
IRRIGATION													
ON / OFF			1							1			2
MONITOR / ADJUST				MONITOR / ADJUST									

Thank you for the opportunity to provide our proposal for landscape services.

We appreciate the time you've spent with us. Our team is eager and ready to start adding value to your property by delivering seasoned expertise, smart solutions, and excellent customer service as your landscape partner.

MONTHLY MAINTENANCE: \$22,345

ANNUAL MAINTENANCE: \$268,144

### SERVICES INCLUDED

The above fee and this list of services reflects requirements included in your scope of work.

- Landscape Management with safety flagger
- Tree pruning up to 12 feet
- Debris removal, including 16 trash receptacles
- Pruning
- Mowing and Edging
- Fertilizers and Chemicals
- Sidewalk Blowing
- Bioswale Maintenance
- Seasonal Leaf Pickup
- Encroachment Control
- Irrigation Management, Start Up/Shut Down – AND Turn On/Off.

### ADDITIONAL SERVICES

Pervious Moss Control \$90 per hour

Aeration & Overseeding \$55 per 1000sqft (minimum \$250)

Compost \$90 per yard, Woodchips \$140 per yard cedar \$110 per yard hog fuel  
\*labor and installation included

Irrigation Repairs \*estimated \$1000 general year over year

Plant Replacement \*estimated \$6,000 (50 plants of various sizes at 10sqft per plant)

We perform hard surface blowing but would need to partner with a sub for hard surface sweeping. Happy to price this out if you would like.



Thank you for your time and consideration  
FROM THE NLS TEAM!



### Contact Information

For communication regarding this Request for Proposal &  
Account Management

Kristal-Lynn Archer, *Business Development  
Manager*

Cell: 206-472-5993

[Lindsay.Vizzini@monarchlandscape.com](mailto:Lindsay.Vizzini@monarchlandscape.com)

Town of Woodway  
Representatives to Regional Organizations

		2022			2023		
	Meeting date	Rep 1	Rep 2	Alt. Rep	Rep (1)	Rep (2)	Alternate Rep
Mayor Pro Tem	n/a	Mitchell	Bogen				
Richmond Beach Community Association		Brock					
Salmon Recovery Council	Every other month, 3rd Thursday	Bogen	Brock				
Sno Co Department of Emergency Management	Quarterly	DeDonker					
Snohomish County 911 Small City Caucus Rep.	Once per year	DeDonker					
Alliance for Housing Affordability	Quarterly - before one of the SCT meetings on a fourth Wednesday (January, April, July, October)	DeDonker	Brock/Thakur				
Snohomish County Housing Affordability Task Force (HART)	only two meetings in 2020 - april & september	Bogen	DeDonker				
Snohomish County Cities and Towns	Third Thursday of each month	Thakur		All Council Members			All Council Members
Conservation Futures Board - appointed through SCC organization		Quinn			Quinn		
Snohomish County Policy Advisory Board - appointed through SCC organization		Mitchell			Mitchell		
Snohomish County Technical Advisory Committee		none for 2022					
Snohomish County Tomorrow	Fourth Wednesday of each month, 6 to 8 pm	Thakur	Bogen				
Snohomish Health District	n/a	City of Lynnwood Councilmember			City of Lynnwood Councilmember		
Solid Waste Advisory Committee	2nd Wednesday of each month	Bogen					
South County Mayors	First Wednesday of each month	Quinn			Quinn		
State Audits of Town	n/a			All Council Members			All Council Members
Washington Cities Insurance Authority (WCIA)	n/a	Napolitino	Mitchell	Thakur	Napolitino		

# **TOWN OF WOODWAY**

## **RESOLUTION 2023-445**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WOODWAY,  
WASHINGTON, PROVIDING FOR THE SURPLUSING AND SALE OF CERTAIN  
PROPERTY AS HEREIN DESCRIBED.

WHEREAS, the Town of Woodway has identified certain property that is no longer useful to the  
Town; and

WHEREAS, the surplus property is valued as listed in Exhibit A;

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

Section 1. The items identified in Exhibit A are hereby declared surplus and shall be sold or  
disposed of.

Section 2. The Clerk-Treasurer, under the supervision of the Mayor, may dispose of these  
items in a reasonable fashion. If the item has a cash value, staff should make an  
effort to sell them for the market value.

PASSED this 17<sup>th</sup> day of January 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

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Michael S. Quinn, Mayor

ATTEST:

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Heidi K. S. Napolitano, Clerk-Treasurer

# **TOWN OF WOODWAY**

## **RESOLUTION 2023-445 | EXHIBIT A**

Items with de minimis value to be disposed of

1. Phones:

- a. Avaya 5410: 8
- b. Avaya 5420: 1
- c. ClearOne Max EX conference phone: 1

# **TOWN OF WOODWAY**

## **RESOLUTION 2023-446**

### **A RESOLUTION OF THE TOWN OF WOODWAY AMENDING THE FEE SCHEDULE**

WHEREAS, the Town Council wishes to amend the Town's fee schedule, pursuant to Woodway Municipal Code Section 3.32.010 (B);

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

Section 1. The Fee Schedule for the Town of Woodway shall be amended as set forth in the attached Fee Schedule, dated January 18, 2023.

PASSED this 17<sup>th</sup> day of January 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

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Michael S. Quinn, Mayor

ATTEST:

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Heidi K. S. Napolitano, Clerk-Treasurer

# TOWN OF WOODWAY FEE SCHEDULE – EFFECTIVE ~~MARCH 8~~JANUARY 18, 2023~~2~~

A. DEVELOPMENT PERMIT FEES		FEE	
1-A.	Building Permit Fee, Based on Total Valuation (includes swimming pools, game courts, and <del>demolition-all</del> permits <u>listed in Section 1</u> ).	Total Value	Fee
		\$1 to \$2,000	\$85
		\$2,001 to \$25,000	\$85 for the first \$2,000 plus \$17.50 for each additional \$1,000 or fraction thereof
		\$25,001 to \$50,000	\$487.50 for the first \$25,000 plus \$12.60 for each additional \$1,000 or fraction thereof
		\$50,001 to \$100,000	\$802.50 for the first \$50,000 plus \$8.75 for each additional \$1,000 or fraction thereof
		\$100,001 to \$500,000	\$1,240 for the first \$100,000 plus \$7 for each additional \$1,000 or fraction thereof
		\$500,001 and up	\$4,040 for the first \$500,000 plus \$6 for each additional \$1,000 or fraction thereof
1-B.	Fence Permit – fee includes plan review, permit, & 2 inspections	Based on valuation (as calculated above) with a maximum fee of \$150 plus \$25 operational fee	
1-C.	Reroof Permit	Based on valuation (as calculated above) with a maximum fee of \$250 plus \$25 operational fee	
1-D.	Demolition Permit	Based on valuation (as calculated above) with a minimum fee of \$250	
<u>1-E</u>	<u>Moving of Building</u>	<u>Need to obtain Demolition and Right-of-Way Permits, as applicable</u>	
<u>1-F</u>	<u>Installation of a Moved Residential Structure onto a New Site</u>	<u>Based on valuation (as calculated above) with a minimum fee of \$250</u>	
2.	Building Permit Plan Review Fee	65% of Building Permit fee	
3.	Technology Fee	To reimburse the Town for costs specifically related to electronic development review and permit tracking, a 5% technology surcharge will be added to all fees listed in Section A other than state, facility, or sewer connection charges and excluding any consultant costs.	
4.	Additional Building, Plumbing, or Mechanical Plan Review Required by Changes, Additions or Revisions to Plan	\$120/hour, minimum 1/2 hour	
5.	State Building Code Council Fee	\$6.50 on all building permits, including swimming pools, game courts, demolitions, retaining walls, and fences	
6.	Building Permit Operational Fee, Based on Total Valuation (applicable to new building permits and permit extensions; excludes permits listed in items 1-B & 1-C)	Total Value	Fee
		<\$10,000	\$25
		\$10,000--\$250,000	\$125
		>\$250,000	\$250
7.	Mechanical & Plumbing Permits--New SFR – fee includes plan review	\$175 up to 2,000 sq. ft.	
		\$275 for 2,001--3,000 sq. ft.	
		\$375 for 3,001--4,000 sq. ft.	
		\$475 for 4,001--6,000 sq. ft.	
		\$575 for 6,001 sq. ft. and up	
<del>8.</del>	<del>Plumbing Permit--New SFR--fee includes plan review</del>	<del>\$175 up to 2,000 sq. ft.</del>	
		<del>\$275 for 2,001--3,000 sq. ft.</del>	
		<del>\$375 for 3,001--4,000 sq. ft.</del>	



		<del>\$475 for 4,001–6,000 sq. ft.</del>										
		<del>\$575 for 6,001 sq. ft. and up</del>										
9.	Mechanical & Plumbing Permits-- Remodels <del>(based on number of fixtures)</del> – fee includes plan review	\$75 for 1 fixture \$125 for 2 to 4 fixtures \$175 for 5 to 7 fixtures \$225 for 8 to 10 fixtures \$275 for 11 to 15 fixtures \$325 for 16 to 20 fixtures \$375 for 21+ fixtures										
10.	Inspections	One inspection and one reinspection per inspection type are included in Building, Plumbing, and Mechanical Permit fees. A second reinspection and any subsequent reinspections are \$120/hour. See WMC 12.05.500 for details.										
11.	Other Building, Plumbing, or Mechanical Inspection Fees Not Listed	\$120/hour										
<del>12.</del>	<del>Moving of Building</del>	<del>\$75 plus deposit if necessary</del>										
<del>13.</del>	<del>Installation of a Moved Residential Structure onto a New Site, Including the Foundation, Water Hookup and the Building Drain Connection</del>	<del>\$250</del>										
<del>14</del> <u>12</u>	6-Month Extension of Building Permit	1/2 of original building permit fee, plus operational fee. Additional plan review fees may be due, if deemed necessary by the Building Official. The Building Official may reduce the permit fee to \$120 if they determine that the value of the remaining work is less than the greater of \$100,000 or 10% of the original permit valuation.										
<del>15</del> <u>13</u>	6-Month Extension of Plumbing and Mechanical Permits	1/2 of original permit fee										
<del>16</del> <u>14</u>	6-Month Extension of Clearing & Grading Permit	1/2 of original permit fee; Additional plan review fees may be due, if deemed necessary by the Town Engineer										
<del>17</del> <u>15</u>	Stop Work Order Fee	An amount equal to the permit fee, minimum \$250 (Note: this fee is not a permit fee and does not reduce the cost of any permit(s) that may be required.)										
<del>18</del> <u>16</u>	Stormwater Capital Facility Charge – for new Single-Family Residences only	Monthly stormwater service charge for the applicable zone district times the number of months having passed from July 1, 2007 to the time of building permit issuance, provided that the charge shall be calculated on a maximum number of 180 months. <table><tr><td>Zone District</td><td>Monthly Charge</td></tr><tr><td>UR</td><td>\$12.81</td></tr><tr><td>R14.5</td><td><del>12.49</del><u>18</u></td></tr><tr><td>R43</td><td>16.40</td></tr><tr><td>R87</td><td><del>18.94</del><u>93</u></td></tr></table>	Zone District	Monthly Charge	UR	\$12.81	R14.5	<del>12.49</del> <u>18</u>	R43	16.40	R87	<del>18.94</del> <u>93</u>
Zone District	Monthly Charge											
UR	\$12.81											
R14.5	<del>12.49</del> <u>18</u>											
R43	16.40											
R87	<del>18.94</del> <u>93</u>											
<del>19</del> <u>17</u>	Metro Side Sewer Fee - Shown on Exhibit A	\$1,070, adjusted annually										
<del>20</del> <u>18</u> <del>-21.</del>	Tributary Lot Fee - Shown on Exhibit B	\$914, adjusted annually										
<del>21</del> <u>19</u>	Fire Department Building Permit Plan Review	<del>\$109</del> <u>120</u> ; applicable to new houses and projects adding more than 500 sq. ft. of living space										

<del>20.</del>	<del>Required</del> Residential Fire Sprinkler System – fee includes plan review, permit, & 2 inspections	1-30 heads	<del>\$717</del>	
		31+ heads	<del>\$651-717</del> plus \$3/head in excess of 30	
<del>2321</del>	Voluntary <del>Residential Fire 13-D</del> Systems <del>in residences when not otherwise required</del> – fee includes plan review, permit, & 2 inspections	<del>\$217</del> <u>239</u>		
<del>2422</del>	Underground Fuel Tank Removal/Decommission	\$100		
<del>2523</del>	All Other Fire Department Fees	<del>\$217</del> <u>239</u> /hour, 1 hour minimum		
<del>2624</del>	Code Interpretation	\$100 plus costs		
<del>2725</del>	Appeal of Building Official’s Decision	Appeals of stop work orders or code enforcement orders	No Fee	
		All other appeals	\$150	
<del>2826</del>	Clearing & Grading Permit Fees (Includes Clearing & Grading Management Permit)	Total Value	Fee	
		\$1 to \$5,000	\$85	
		\$5,001 to \$25,000	\$85 for the first \$5,000 plus \$17.50 for each additional \$1,000 or fraction thereof	
		\$25,001 to \$100,000	\$435.00 for the first \$25,000 plus \$8.75 for each additional \$1,000 or fraction thereof	
		\$100,001 and up	\$1,091.25 for the first \$100,000 plus \$6 for each additional \$1,000 or fraction thereof	
<del>2927</del>	Clearing & Grading Permit Plan Review Fee (Includes Clearing & Grading Management Permit)	65% of Clearing & Grading Permit fee		
<del>3028</del>	Tree Management Permit Fees	Total Value	Fee	
		\$1 to \$5,000	No fee	
		\$5,001 to \$25,000	\$85 for the first \$5,000 plus \$17.50 for each additional \$1,000 or fraction thereof	
		\$25,001 to \$100,000	\$435.00 for the first \$25,000 plus \$8.75 for each additional \$1,000 or fraction thereof	
		\$100,001 and up	\$1,091.25 for the first \$100,000 plus \$6 for each additional \$1,000 or fraction thereof	
<del>3129</del>	Tree Management Permit Plan Review Fee	65% of Tree Management Permit fee		
<del>3230</del>	Additional Grading Plan Review or Review of Specialized Reports Required by Changes, Additions or Revisions to Approved Plans	Actual engineering review costs		

<del>3331</del>	Storm Drainage and Erosion Control Facilities and Inspections and Plan Review	Actual engineering costs
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B.	RIGHT-OF-WAY PERMITS	FEE	
1.	Right-of-Way--Homeowner	\$150 + costs (includes one ROW inspection)	
2.	Right-of-Way--Minor Utility	\$250 + costs (includes one ROW inspection)	
3.	Right-of-Way--Major Utility	\$350 + costs (includes one ROW inspection)	
4.	Additional ROW Inspections	\$75 for each inspection	
5.	Road Cut <del>Permit</del> Fee	Class A Project (a cut of 1,000 square feet or more and/or a project that includes work on multiple streets): \$500 plus pavement mitigation fee.	
		Class B Project (a cut of less than 1,000 square feet and all work is on the same street): \$115 plus pavement mitigation fee.	
a.	Pavement Mitigation Fee	Project on street that has been overlayed within the past five years.	\$12.50/s.f.
		Project on street that has not been overlayed within the last five years, and the Director has determined that the street has ten or more years useful life left.	Class A: \$3.50/s.f.
			Class B: \$4.75/s.f.
		Project on street that has not been overlayed within the last five years, and the Director has determined that the street has less than ten years useful life left.	No fee
		The Director may waive fee where the permit requires the entire width of the road to be repaved.	
6.	30-day Extension of Right-of-Way Permits	½ of original permit fee	
7.	Revocable Permit for Unfranchised Facilities in the Town’s Rights-of-Way	\$75/year	
8.	Technology Fee	To reimburse the Town for costs specifically related to electronic development review and permit tracking, a 5% technology surcharge will be added to all fees listed in Section B, excluding any consultant costs.	
9.	Stop Work Order Fee	An amount equal to the permit fee, minimum \$250 (Note: this fee is not a permit fee and does not reduce the cost of any permit(s) that may be required.)	

<b>C.</b>	<b>LAND USE FEES</b>	<b>FEE</b>
1.	Short Subdivision	
a.	Preliminary Plat	\$1,750 base plus \$100/lot + costs
b.	Final Plat	\$1,250 base plus \$50/lot + costs
2.	Formal Subdivision	
a.	Preliminary Plat	\$3,000 base plus \$100/lot + costs
b.	Final Plat	\$2,000 base plus \$50/lot + costs

3.	Variance	\$1,500 plus costs
4.	Administrative Variance	\$750 plus costs
5.	Conditional Use Permit	\$1,500 plus costs
6.	Boundary Line Adjustment	\$750 plus costs
7.	Comprehensive Plan <u>Map or Text</u> Amendment	<u>\$1,000 plus costs</u>
a.	<u>Site Specific</u>	<u>\$1,000 plus costs</u>
b.	<u>Text Amendment</u>	<u>\$1,000 plus costs</u>
8.	Zoning Ordinance <u>Map or Text</u> Amendment	\$1,000 plus costs
9.	Wireless Facility Fee	\$4,000 plus costs
10.	Appeals	\$500 plus costs
11.	SEPA	\$500 plus costs
12.	Code Interpretation	\$100 plus costs
13.	Site Plan Review	\$250 <u>plus costs</u>
14.	Technology Fee	To reimburse the Town for costs specifically related to electronic development review and permit tracking, a 5% technology surcharge will be added to all fees listed in Section C, excluding any consultant costs.

<b>D.</b>	<b>LICENSES/OTHER FEES</b>	<b>FEE</b>
1.	Business License – Annual value of products, gross proceeds of sales, or gross income in the Town is greater than \$2,000/year	\$50 Delinquency fees: 15--30 days: Greater of 10% of license fee or \$5.00 31--90 days: Greater of 50% of license fee or \$10.00 >90 days: Greater of 100% of license fee or \$25.00
2.	Business License – In Town – Annual value of products, gross proceeds of sales, or gross income of the business in the Town is equal to or less than \$2,000	No fee
3.	Solicitation Permit	No fee
4.	Peddler Permit	No fee
5.	Lifetime Animal License	\$50
6.	Animal License - Replacement Tag	\$10
7.	Sign Permit	Individual: \$50 2--5 agents: \$100 6--10 agents: \$200 10 or more agents: \$300
8.	Sign Retrieval Fee	\$50/sign
9.	Returned Check Fee – Electronic Payment – Unable to Locate Account	\$6
10.	Returned Check Fee – All Other	\$30
11.	Reproducing Public Records	\$0.15 per page for letter, legal, or 11x17 size copies of public records Actual cost for larger copies or scans \$0.10 per page for letter, legal, or 11x17 size public records scanned into an electronic format

		\$0.05 per each four electronic files or attachments uploaded to email, cloud-based data storage service, or other means of electronic delivery
		\$0.10 per gigabyte for the transmission of public records in an electronic format or for the use of Town equipment to send the records electronically
		The actual cost of any digital storage media or device provided by the Town
		The actual cost of any container or envelope used to mail the copies to the requestor and the actual postage or delivery charge
		Any applicable customized service charges, as described in RCW 42.56.120(4)
		The charges above may be combined to the extent that more than one type of charge applies to copies produced in response to a particular request
		The Town may charge a flat fee of up to two dollars for any request as an alternative to fees authorized above when the Town reasonably estimates and documents that the costs allowed under this subsection are clearly equal to or more than two dollars
12.	<u>Copy/Fax</u>	<u>\$0.201.00/page</u>
13.	False Alarms	\$250/second and consecutive responses within 6 months
14.	General Appeals	\$300 plus costs
15.	Large Function Permit	No fee
16.	Outdoor Burning	Prohibited
17.	Temporary Tent Encampments	No fee

<b>E.</b>	<b>TOWN HALL RENTAL</b>	<b>FEE</b>
1.	Resident Rate – Per Four Hour-Block	<u>\$100150</u>
2.	Non-Resident Rate – Per Four-Hour Block	<u>\$200300</u>
3.	Alcohol Fee	<u>\$100200</u>
4.	Refundable Damage/ <del>Security-Cleaning</del> Deposit	\$200
5.	Administrative Fee	<u>\$2550</u>
6.	<u>Lost Key Fee</u>	<u>Actual cost of re-keying all necessary locks</u>

A. Right-of-Way. The criteria for determining the category of a right-of-way permit are listed in 12.50.030.

B. Reproducing public records.

1. The Town finds that calculating the actual costs of providing paper or electronic copies of public records would be unduly burdensome because of the complexity of factors involved in calculating such a charge. The Town will therefore charge fees for providing copies of public records in accordance with RCW 42.56.120, as set forth in Section 3.32.010.
2. Actual reproduction cost shall be charged for copies or scans which the Town is unable to reproduce in-house. The charge is the amount necessary to reimburse the Town for its actual costs incident to such copying and will be based on the costs charged by the off-site vendor or copying service. The Town may, at its discretion, choose to send large or complex copy jobs to outside vendors even when

the Town can complete the job in house when doing so would conserve resources. In this case, the charge will be based on the total charge imposed by the off-site copying service.

- C. When a stated fee amount in the fee schedule does not cover the actual costs of the Town for legal, engineering, environmental, or other consultant services received by the Town in processing an application, review or other service or approval covered by the fee schedule, such costs shall be due and payable to the Town from the applicant or other recipient of the services, as provided in WMC 3.32.020.
- D. Town Hall Rental. Rental of Town Hall shall be at the discretion of the Mayor, or the Mayor's designee, in accordance with applicable federal and state laws and this Fee Schedule. The Mayor may waive any and all fees for a not-for-profit business or organization that provides a service to the Town or its residents or for a government agency or public official acting in their governmental capacity.
- E. Refunds.
  - 1. The building official may authorize refunding of not more than eighty percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.
  - 2. The building official may authorize refunding of not more than eighty percent of the permit fee paid when no work has been done under a permit issued in accordance with this chapter.
  - 3. The building official shall not authorize a refund of any fee paid except on written application filed by the original permittee not later than one hundred eighty days after the date of payment of the fee.

# **TOWN OF WOODWAY**

## **RESOLUTION 2023-447**

A RESOLUTION OF THE TOWN OF WOODWAY ADOPTING A FACILITY USE POLICY

WHEREAS, the Town of Woodway wishes to allow the public to rent the Town Hall facility outside of business hours; and

WHEREAS, the Town needs to protect its assets by regulating how Town Hall is used, requiring event insurance in certain circumstances, and ensuring that rental applicants obtain required event licenses from the Washington State Liquor and Cannabis Board.

WHEREAS, the Town wants to ensure regulations are applied fairly and equitably when renting the Town Hall facility;

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

Section 1. The attached Town of Woodway Facility Use Policy, dated January 18, 2023, is adopted in its entirety.

Section 2. The Town of Woodway Facility Use Policy will be effective immediately upon adoption.

PASSED this 17<sup>th</sup> day of January 2023 by the Town Council of the Town of Woodway.

TOWN OF WOODWAY

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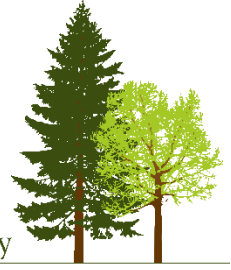
Michael S. Quinn, Mayor

ATTEST:

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Heidi K. S. Napolitano, Clerk-Treasurer





## FACILITY USE POLICY

### Purpose

The Town Hall may be available for public use when not needed for Town business/operations. This policy governs use of Town Hall when rented/reserved by outside people or organizations.

### Applicant

The rental applicant must be an adult as recognized by the State of Washington (18 years or older), and willing to be financially responsible for the rental of the facility. The applicant must be present on site throughout the entire event/activity.

### Availability

Town Hall is available for evening and weekend rental. The Town of Woodway reserves the right to restrict reservations based on facility availability, staff availability, anticipated Town business activity, previous rental experience, and nature of the proposed rental. Applicants with unpaid assessments, fees, or other charges shall be prohibited from renting the facility. No person shall be denied the full enjoyment of the facilities because of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability (RCW 49.60.010).

Reservations may be made no less than one week and no more than three months in advance of the date of use. All requests will be on a first-come, first-served basis. The rental for an event is for the entire public portion of the building, including the conference room, council chambers, and kitchen. Multiple events will not be booked for the same day.

### Fees & Deposits

All fees and deposits, as listed in the Town of Woodway Fee Schedule, are due at the time of application. Checks shall be payable to the Town of Woodway. The Mayor may waive any and all fees for a not for profit business or organization that provides a service to the Town or its residents or for a governmental agency or public official acting in their governmental capacity. Submit a written fee waiver request with your application to be considered for the waiver.

## Damage/Cleaning Deposit

Applicant is financially responsible for the full cost of any cleaning of, damage to, or loss of property, including the cost of collection. An administrative fee of up to 15% will be added to actual expenses. Payment for cleaning/damage repair shall be deducted from the damage/cleaning deposit. If the cost of the cleaning/damage repair is more than the deposit, the applicant will be assessed the additional amount. The returnable portion of your deposit will be refunded by check approximately three weeks following the rental date.

## Alcohol (Liquor)

When alcohol/liquor is to be served and/or consumed, a banquet permit and a certificate of insurance are required. The banquet permit is issued by the Washington State Liquor Control Board and may only be obtained on-line at <http://lcb.wa.gov/licensing/banquet-permits>. The banquet permit and certificate of insurance must be received by the Town of Woodway at least 15 days prior to your event.

## Food

Catered meals and any food that requires the use of the stove or microwave require a certificate of insurance. Light refreshments (beverages and snacks that may be served between meals, for example: premade coffee, tea, juice, donuts, sweet rolls, and pieces of fruit or cheese), do not require a certificate of insurance.

## Certificate of Insurance

When a certificate of insurance is required, the certificate must be in the applicant's name, provide insurance coverage of at least \$1,000,000 for bodily injury/property damage and name the Town of Woodway as an additional insured. A certificate of insurance can be obtained from your insurance agent or through a provider such as GatherGuard: <https://app.gatherguard.com/?v=0465-534>. If you purchase insurance through the GatherGuard link, you will need to enter Woodway's Venue ID codes, which are 0465 (first box) & 534 (second box). The certificate of insurance must be received by the Town of Woodway at least 15 days prior to your event.

## Access to Town Hall

Upon approval of a rental application, at a mutually agreed-upon time, the applicant will present valid identification, pick up the key, and do a facility walk through with Town staff. All keys must be returned to the Clerk's Office at Town Hall the next business day after the rental. **If a renter loses the Town Hall key, they will be responsible for the cost of re-keying the facility.**

## Cancellation

Requests for cancellation must be received in writing. When notice is received two months or more prior to the scheduled rental date, a full rental fee, less administrative fee of \$25 will be refunded. When notice is received 31 to 60 days prior to the scheduled rental date, one half

of the rental fee will be refunded. **No refunds will be made when notice of cancellation is received 30 days or less prior to the rental date. Cancellation due to lack of certificate of insurance or banquet permit will not be eligible for a refund, as it is within 30 days of the rental.**

#### Parking Plan

Rentals for groups over 20 participants will require a parking plan approved by the Town.

#### Set-up/Clean-up

Applicant is responsible for set-up, clean-up, and cleaning materials. Clean-up includes garbage removal, sweeping, mopping, vacuuming, wiping down tables, kitchen counters, appliances, and restaging of the tables and chairs, etc. Set-up and clean-up must take place on the rental day. All tables and chairs must remain inside the building. If the Town finds, in its sole discretion, that applicant failed to adequately clean-up the facility after use, the damage/cleaning deposit policy will apply.

#### Smoking

Smoking is prohibited in the building and within 25 feet of doorways and operable windows.

#### Decorations

Free-standing decorations are allowed. No items may be affixed to any surface (walls, ceiling, windows, etc.). No candles with open flames are allowed. Rice, birdseed, confetti, glitter, and similar materials are not permitted.

#### Noise

The Town of Woodway's noise ordinance is in effect 24 hours a day. If your event includes music or amplified sound, it must not be audible 50 feet or more away from its source or plainly audible within another building or structure. See WMC 6.08.031 for details.

#### Lost Items

The Town of Woodway is not responsible for personal items lost or stolen from facilities.

#### Administration

The Town Administrator shall administer this policy.

#### **APPROVED BY THE TOWN COUNCIL**

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Michael S. Quinn, Mayor