



## REGULAR BUSINESS MEETING AGENDA MAPLE VALLEY CITY COUNCIL

Monday, September 25, 2023  
7:00 p.m.

Lake Wilderness Lodge  
22500 SE 248<sup>th</sup> Street

**THIS IS ALSO OFFERED AS A ZOOM WEBINAR. CALL IN AND JOINING INFORMATION AS FOLLOWS:**

<https://maplevalleywa.zoom.us/j/81891084043?pwd=Q0ZodzhveS9VckpWVEVWbjM1QVptUT09>

Time  
Estimation

**Dial In option: 1-253-215-8782 Meeting ID: 818 9108 4043 Password: 375361**

1. CALL TO ORDER
2. FLAG SALUTE/ROLL CALL
3. PUBLIC COMMENTS

Oral public comment shall be accepted at this meeting. Written public comment will also be accepted and shall be included with the minutes. Written public comment should be submitted by email to [webmaster@maplevalleywa.gov](mailto:webmaster@maplevalleywa.gov) by 10:00 a.m. September 25, 2023 should include name and address of commenter.

|                                                                                                                                         |                                                                                                                                                                                                                                                              |    |
|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 5 min.                                                                                                                                  | PROCLAMATIONS: Debi Yankeh                                                                                                                                                                                                                                   | 1  |
| 10 min.                                                                                                                                 | INTRODUCTIONS: Jodie Barnett and Corinna Blohm                                                                                                                                                                                                               |    |
| 15 min.                                                                                                                                 | PRESENTATIONS: Recreation Programs<br>Shuttle Services and Permanent Message Board Options                                                                                                                                                                   | 2  |
|                                                                                                                                         | 4. APPROVAL OF THE AGENDA                                                                                                                                                                                                                                    |    |
| 5 min.                                                                                                                                  | 5. CONSENT CALENDAR                                                                                                                                                                                                                                          |    |
| The Consent Calendar is for those matters that have been discussed by Council previously or that are so routine that passage is likely. |                                                                                                                                                                                                                                                              |    |
|                                                                                                                                         | (a) Approval of Minutes of the Special and Regular Meetings on September 11 <sup>th</sup> , 2023                                                                                                                                                             | 47 |
|                                                                                                                                         | (b) Approval of checks, wire transfers, electronic funds transfer, payroll, and benefited checks numbered 32966-33001, and direct deposits numbered 716612-716701, no voided checks, September 20 <sup>th</sup> , 2023 for a total amount of \$ 1,140,785.37 | 53 |
|                                                                                                                                         | (c) Resolution No. R-23-1803 authorizing the City Manager to execute the Recreation and Conservation Office Local Parks Maintenance Program Application Authorization and Electronic Signature Form                                                          | 59 |
|                                                                                                                                         | (d) Resolution No. R-23-1804 authorizing the City Manager to execute Amendment No. 1 to the 2022-2023 Economic Development Partnership Agreement with the Port of Seattle                                                                                    | 67 |



## REGULAR BUSINESS MEETING AGENDA MAPLE VALLEY CITY COUNCIL

|         |     |                                                                                                                                                                                                                                                                          |     |
|---------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
|         | (e) | Resolution No. R-23-1805 authorizing the City Manager to execute an Interlocal Agreement with Puget Sound Regional Fire Authority related to community risk reduction services                                                                                           | 80  |
|         | (f) | Resolution No. R-23-1808 to authorize the City Manager to execute Amendment No. 2 to the Interlocal Cooperation Agreement regarding the Community Development Block Grant Program between the City of Maple Valley and King County                                       | 103 |
|         | (g) | Resolution No. R-23-1809 to authorize the City Manager to execute Amendment No. 1 to the GMP Consultants LLC Agreement (C-23-3849) for the provision of continued financial services and audit support between the City of Maple Valley and GMP Consultants LLC          | 111 |
|         | (h) | Ordinance No. O-23-791 amending the Official Zoning Map of the City                                                                                                                                                                                                      | 115 |
|         | 6.  | PUBLIC HEARING                                                                                                                                                                                                                                                           |     |
|         | 7.  | BOARD, COMMISSION, COMMITTEE REPORTS                                                                                                                                                                                                                                     |     |
| 10 min. | 8.  | REPORT OF THE CITY MANAGER                                                                                                                                                                                                                                               |     |
|         | (a) | City Manager Update                                                                                                                                                                                                                                                      |     |
|         | (b) | IRONMAN Debrief                                                                                                                                                                                                                                                          |     |
|         | (c) | Climate Planning Grant Funding                                                                                                                                                                                                                                           | 122 |
|         | 9.  | COUNCIL REPORTS                                                                                                                                                                                                                                                          |     |
|         | 10. | CONTINUED BUSINESS                                                                                                                                                                                                                                                       |     |
|         | 11. | ORDINANCES, RESOLUTIONS, AND MOTIONS                                                                                                                                                                                                                                     |     |
|         | 12. | NEW BUSINESS                                                                                                                                                                                                                                                             |     |
| 10 min. | (a) | Resolution No. R-23-1806 accepting a recommendation from the Council Finance Committee for Grant Funding related to small businesses and community non-profit organizations and authorizing the City Manager to execute Grant Agreements..... City Manager Laura Philpot | 123 |
| 5 min.  | (b) | Resolution No. R-23-1807 ratifying the Washington State Department of Commerce 2019 Local and Community Projects Program Grant Contract for construction of Summit Park ..... Parks & Recreation Director/Ass't City Manager Dave Johnson                                | 140 |
| 10 min. | 13. | FOR THE GOOD OF THE ORDER                                                                                                                                                                                                                                                |     |
|         | (a) | Boards & Commissions Appointments ..... Council                                                                                                                                                                                                                          | 171 |
|         | (b) | Legislative Priorities ..... Council                                                                                                                                                                                                                                     |     |
|         | (c) | ILA Sub Committee with Tahoma School District ..... Mayor Kelly                                                                                                                                                                                                          |     |

Americans with Disabilities Act (ADA) reasonable accommodations provided upon request. Please call Andrew Dacuag, City Clerk, at 425-413-8800.



## **REGULAR BUSINESS MEETING AGENDA MAPLE VALLEY CITY COUNCIL**

(d) Summit Property Sub Committee ..... Mayor Kelly

### **14. PUBLIC COMMENTS**

Oral public comment shall be accepted at this meeting. Written public comment will also be accepted and shall be included with the minutes. Written public comment should be submitted by email to [webmaster@maplevalleywa.gov](mailto:webmaster@maplevalleywa.gov) by 10:00 a.m. September 25, 2023 should include name and address of commenter.

### **15. ANNOUNCEMENT OF NEXT MEETING**

REGULAR BUSINESS MEETING  
OCTOBER 9, 2023 AT 7:00 P.M  
LAKE WILDERNESS LODGE  
22500 SE 248<sup>TH</sup> STREET  
ZOOM MEETING INFORMATION TO FOLLOW

### **16. EXECUTIVE SESSION**

### **17. ADJOURNMENT**

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# PROCLAMATION

**WHEREAS**, Debi Yankeh has dutifully served the City of Maple Valley since September 15, 2014, beginning in the Finance Department and transitioning to the Department of Public Works and Community Development in 2016; and

**WHEREAS**, Debi has injected positivity and compassion to her colleagues, to her work environment, and to the City, despite being a Yankees fan; and

**WHEREAS**, Debi is known for her thoroughness, accuracy, attention to detail, and knowing how to navigate the frustration bank otherwise known as the City's finance software; and

**WHEREAS**, amongst City staff and peers, Debi is recognized for her commitment to residents and applicants through her exceptional customer service (even Jeff Potter agrees); and

**WHEREAS**, Debi always had dog treats and random doggie toys in her desk to share with the office dogs at City Hall who loved her; and

**WHEREAS**, Debi is one of the best listeners around, remembering details such as dates of her colleagues pet's birthdays and the like; and

**WHEREAS**, Debi is always giving and one of those special people who still write handwritten thank you notes. She began her first evening with the Planning Commission with her homemade brownies and ended her last meeting with the same treat. She will be sorely missed; and

**WHEREAS**, her colleagues already miss the sound of her flip flops padding down the hallway.

**NOW, THEREFORE**, we, the City Council of the City of Maple Valley, Washington, do hereby proclaim September 25, 2023 as: **DEBI YANKEH DAY** in the City of Maple Valley and wish Debi the very best as she begins a very much deserved life of retirement. Thanks Debi, for your dedication and public service to the City of Maple Valley all these years!!!

Signed this 25th day of September 2023.

\_\_\_\_\_  
Sean P. Kelly, Mayor

\_\_\_\_\_  
Dana Parnello, Deputy Mayor

\_\_\_\_\_  
Didem Pierson, Councilmember

\_\_\_\_\_  
Victoria Schroff, Councilmember

\_\_\_\_\_  
Syd Dawson, Councilmember

\_\_\_\_\_  
Les Burberry, Councilmember

\_\_\_\_\_  
Linda Johnson, Councilmember

\_\_\_\_\_  
Laura Philpot, City Manager



# Maple Valley Transit Services

CITY OF MAPLE VALLEY

Lindsay Overstreet

## Glossary

**First-mile & Last-mile (FLM or FMLM)** – The distance covered from the start of travel to a Metro stop and distance covered from a Metro stop to final destination.

**Fixed-route** – A transit service that follows a set route with no deviation.

**Flexible-route** – A transit service that follows a route but can deviate from that route and offer pick up and drop off services.

**Microtransit** – The definition of microtransit varies by agency. For the purpose of this paper, Microtransit is defined as shared, flexible-route transportation focused on meeting FLM needs.

**Paratransit** – Americans with Disabilities Act mandated bus services offering full-route trips for people with disabilities.

**Point-to-point/ Demand-responsive** – Transit services that pick riders up and drop them off at locations of their choosing.

**Ridesharing or Trip-pooling** – When travelers with the same or similar destinations share a vehicle for their trips.

**King County Metro (Metro)** – Public transit authority for King County, Washington.

## Introduction

Growth in Maple Valley has continued steadily for the past twenty years with an 18% population increase from 2010-2020. This leads to two notable issues. First, as wealthier Washingtonians choose to make Maple Valley their home, wealth disparities increase, leaving community members with lower incomes to bear the burden of greater demand on resources. Additionally, these new community members significantly increase the number of commuters in Maple Valley and, consequently, congestion. To maintain and protect the natural beauty that makes Maple Valley such a spectacular place to live, methods of mitigating congestion and meeting mobility requirements need to go beyond simply widening the traffic corridor. To ensure the vulnerable members of Maple Valley are not neglected in future plans, solutions to congestion problems should be multipronged.

## The Challenge

Maple Valley's current public transportation options are not sufficient to meet the demands of the local community. An estimated 12,806 people commute to work from Maple Valley, 76.3% of whom drive a personal vehicle [1]. That's nearly 10,000 cars driving out of Maple Valley during the work week. The goal for King County's most congested areas, as defined by Washington state's Commute Trip Reduction (CTR) Board in their upcoming CTR plan, is 60% or less citizens driving alone by June 2029 [2]. While this does not currently affect Maple Valley, it may likely in the future. To decrease this number, ridesharing and public transportation need to hold greater appeal than individual travel. Currently, public transit is restricted to minimal fixed routes and, even at the height of congestion, is still remarkably more time-consuming than personal travel.

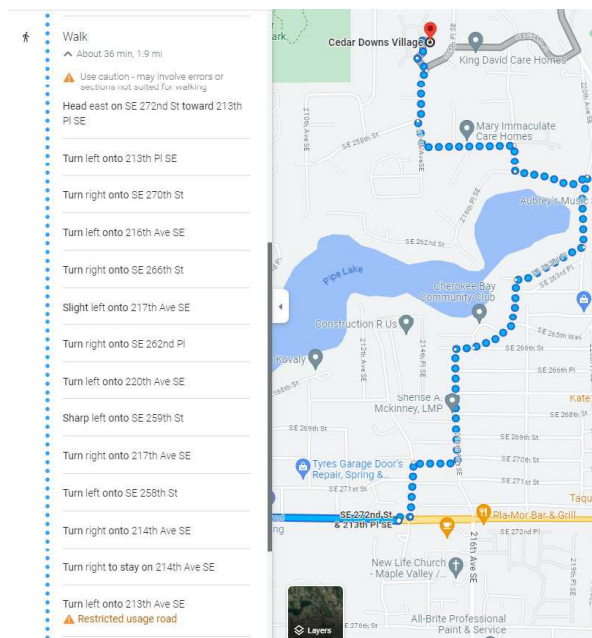
When approached about expanding fixed routes or their flexible-route service, Metro Flex, in Maple Valley, King County Metro responded that currently, "Metro does not have the staff or operational capacity to further expand Metro Flex, or expand our fixed-route network through partnership."

Table 1: Transportation services available in Maple Valley in 2023. \* - Full service is not available in Maple Valley.

| Current Services in Maple Valley                                                      |                                                                                                                                                                           |                                                                               |                                                                                |                 |                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name and Contact                                                                      | Summary                                                                                                                                                                   | Hours                                                                         | Cost                                                                           | Pickup Location | Additional Information                                                                                                                                                                                            |
| <b>Metro Transit</b><br>206-553-3000<br>TTY line 711                                  | Fixed service. Two lines are available in Maple Valley, 907, which mostly follows SR-169, and 168, which mostly follows 516.                                              | <b>168:</b> 4:45-12:28 M-F<br>5:47-12:28 Sat-Sun<br><b>907:</b> 7:59-5:22 M-F | Adult: \$2.75/trip<br>Seniors: \$1/trip<br>Youth: Free<br>ORCA LIFT: \$1       | Bus stop        | Pickup frequency by route is<br><b>168:</b> 30min-1hr<br><b>907:</b> 1hr                                                                                                                                          |
| <b>Ride United Transportation Access</b><br>211                                       | Flexible service. On-demand Lyft rides for King County residents of up to \$22 to/from eligible services such as legal services, employment, and food access.             | M-F, 8-5                                                                      | Free for 6 rides/year or 3 round trip.                                         | Resident's home | Can be scheduled 72hrs prior. Service animals are accepted at driver discretion. No-show riders lose all eligibility for future rides. Cost of rides can be checked through Lyft app to ensure they will qualify. |
| <b>Metro Dial-A-Ride Transit (DART) #907*</b><br>855-223-6043                         | Fixed schedule, but with some flexibility. Mini-buses go off regular routes to pick up and drop off passengers. Do not offer off-route in Maple Valley                    | <b>907:</b> 7:59-5:22 M-F                                                     | Adult: \$2.75/trip<br>Seniors: \$1.00/trip<br>Youth: Free<br>ORCA LIFT: \$1.00 | Bus stop        | 2hr notice required. Contracted w/ Hopelink.                                                                                                                                                                      |
| <b>Metro Access</b><br>206-205-5000                                                   | Flexible service. Paratransit shuttle available to evaluated and approved community members only.                                                                         | Identical to regular Transit hours                                            | \$1.75 per trip or \$63 montly                                                 | Resident's home | Can be scheduled 1-7 days prior.                                                                                                                                                                                  |
| <b>Metro Vanshare</b><br>206-625-4500<br>TTY line 711<br>vanpool@kingcounty.gov       | Flexible service. 5+ passenger vans connecting commuters between public transit hubs.                                                                                     | Varies                                                                        | \$200/month split between commuters                                            | Varies          | 20mi or less per trip. fee covers: van, fuel, maintenance, insurance, tolls, roadside assistance, and emergency ride home services.                                                                               |
| <b>Metro Vanpool</b><br>206-625-4500<br>TTY line 711<br>vanpool@kingcounty.gov        | Flexible service. 5+ commuter vans that travel from home to office or agreed upon pickup/drop-off locations.                                                              | Varies                                                                        | Varies depending on travel miles for group                                     | Varies          | Need 2 volunteer drivers and 1 bookkeeper. Fee covers: van, fuel, maintenance, insurance, tolls, roadside assistance, and emergency ride home services.                                                           |
| <b>Greater Maple Valley Community Center Shuttle</b><br>425-432-1271                  | Semi-flexible service. Maple Valley residents 60 years and older, disabled, or with limited income receive rides to and from the Community Center for programs and lunch. | M, W, F, 9-3PM                                                                | \$1 each way                                                                   | Resident's home |                                                                                                                                                                                                                   |
| <b>Hopelink Medicaid</b><br>800-923-7433<br>TDD/TTY line 800-246-1646                 | Flexible service. Medicaid approved appointments only. Urgent medical transportation needs may be accommodated.                                                           | M-F, 8-5PM & 24/7                                                             | Free                                                                           | Resident's home | Must be booked 2 business days in advance but no more than 2 weeks prior to appointment.                                                                                                                          |
| <b>Sound Generations' Volunteer Transportation</b><br>206-448-5740                    | Flexible service. For adults over 60.                                                                                                                                     | M-F, 8-4:30PM                                                                 | Free                                                                           | Resident's home | Must be booked on the Tuesday prior to the week of appointment. Caregivers and family may ride with prior notice.                                                                                                 |
| <b>Catholic Community Services Volunteer Services</b><br>206-328-5787<br>VC@ccsww.org | Flexible service. For older adults and adults with disabilities on fixed income.                                                                                          | M-F, 9-4PM                                                                    | Free                                                                           | Resident's home | Provide rides for seniors in MV to variable destinations, as well as those with disabilities to and from medical appointments. Alternative language line offered at 206-328-5787                                  |
| <b>American Cancer Society Road To Recovery</b><br>800-227-2345                       | Flexible service. To and from treatment for people with cancer who do not have a ride or are unable to drive themselves.                                                  | M-F, 8-5pm                                                                    | Free                                                                           | Resident's home | 3 business day advance notice is required, not including the date transportation is needed.                                                                                                                       |

With Maple Valley’s current fixed transit options, it would require a 36-38 minute walk to reach a fixed route service from the Cedar Downs community, one of the most populated in Maple Valley. If a community member in Cedar Downs needed to visit a DSHS office for essential services related to housing, disability, or unemployment, a roundtrip to the nearest office in Kent would require around 80 minutes of walking and take approximately 3 hours.

There may be a jurisdictional inequity in King County’s spread of transportation resources considering Maple Valley’s tax contributions and lack of services available to community members.



## Other cities as models:

### Snoqualmie Valley

Snoqualmie Valley Transportation (SVT) has multiple demand response services including one called "Door-to-Door" which charges \$1 per ride and is available to all citizens. All SVT shuttles are run by the Mt. Si Senior Center with support from King County Metro, WSDOT, The Snoqualmie Tribe, and others. Support from King County Metro is due to “significant need” in Snoqualmie Valley; however, tribal support plays a large role in their ability to offer these services. They’re available to the public M–F from 5:30AM to 9:30PM, with Door-to-Door being 6AM-7PM.

## Ways to Ride

We provide accessible, reliable, and convenient transportation for people in Snoqualmie Valley to their jobs, appointments, errands, and more.



Our regular lines include:

- VALLEY SHUTTLE
- NORTH BEND-SNOQUALMIE SHUTTLE
- CEDAR FALLS LOOP
- DUVALL-MONROE SHUTTLE



SVT will pick you up at your location and take you to your destination within our service area. To schedule this service, please call us at **(425) 888-7001** at least 24 hours in advance.

[LEARN MORE >](#)



Local volunteers use their own cars, on their own time, to transport persons 60 years of age or older to medical appointments. For more information about this program, contact our office at **(425) 888-7001**.

## Ellensburg

The city of Ellensburg has a fixed-route, free transit service in partnership with Central Washington University called "Central Transit." This service is run 7 days a week from around 7AM to 8PM. It has five different routes and the website allows riders to input their destination and estimate their travel time. Their routes are also accessible in the app Transit.

The screenshot shows the Central Transit website interface. It has two main tabs: "Plan Your Trip" (active) and "Arrival Info". Under "Plan Your Trip", there are three dropdown menus: "Route" (set to "15 - To I-90 Interchange East/"), "Direction" (set to "To I-90 W Interchange via Dol"), and "Stop" (set to "Dolorway @ Prospect"). Below these, a table displays travel times for different routes. The selected route, "To I-90 W Interchange via Dolarway WB", shows travel times of 164 min, 104 min, and 44 min.

| Route                          | Direction                     | Stop                |
|--------------------------------|-------------------------------|---------------------|
| 15 - To I-90 Interchange East/ | To I-90 W Interchange via Dol | Dolorway @ Prospect |

|                                       |         |         |               |
|---------------------------------------|---------|---------|---------------|
| To I-90 W Interchange via Dolarway WB | 164 min | 104 min | <b>44 min</b> |
|---------------------------------------|---------|---------|---------------|

## Sammamish

The city of Sammamish has a variety of transit services available including partnership with King County Metro's Community Van and Metro Flex programs. The SchoolPool and Commute Options are ones in which the community members must do the footwork, but the city gives instructions and helpful guidelines to assist.

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There are lots of ways for the Sammamish community to get around town!

|                                                                                                                          |                                                                                                                       |                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <br><b>Bus</b><br>Multiple bus routes serve Sammamish<br><a href="#">Transit</a>                                         | <br><b>Metro Flex</b><br>Metro Flex is an on-demand shuttle within a local service area<br><a href="#">Metro Flex</a> | <br><b>Community Van</b><br>Reach popular destinations with this rideshare program<br><a href="#">Community Van</a>          |
| <br><b>Commute Options</b><br>Commuters can carpool easily with Vanpool<br><a href="#">Carpooling</a>                    | <br><b>SchoolPool</b><br>Helping kids walk, roll and carpool to school<br><a href="#">Sammamish SchoolPool</a>        | <br><b>Find a Ride</b><br>Find accessible transportation to medical appointments and more<br><a href="#">Find a ride*</a>    |
| <br><b>Traffic Conditions</b><br>See current traffic conditions at busy intersections<br><a href="#">Traffic Cameras</a> | <br><b>Road Construction</b><br>Learn where construction may impact travel this week<br><a href="#">Cone Zone</a>     | <br><b>Report a Problem</b><br>You can report issues or make a request using My Sammamish<br><a href="#">Report Concerns</a> |



## Solutions

When designing a transit system, it is essential to begin by determining what type of coverage is necessary for the community of focus. There are two ends of the spectrum of coverage and those are maximum ridership and maximum coverage [3]. With maximum ridership, the focus is on a few fixed routes with the highest volume of businesses and residents, such as SR-169 and SR-516. With maximum coverage, the focus is on many routes or flexible routes that would allow for stops near or at individual riders' start points. Assuming a fixed budget for both transit aims; the frequency of pickup and reliability of the service is increased with the former and the equity of access and possible engagement with transit is increased by the latter.

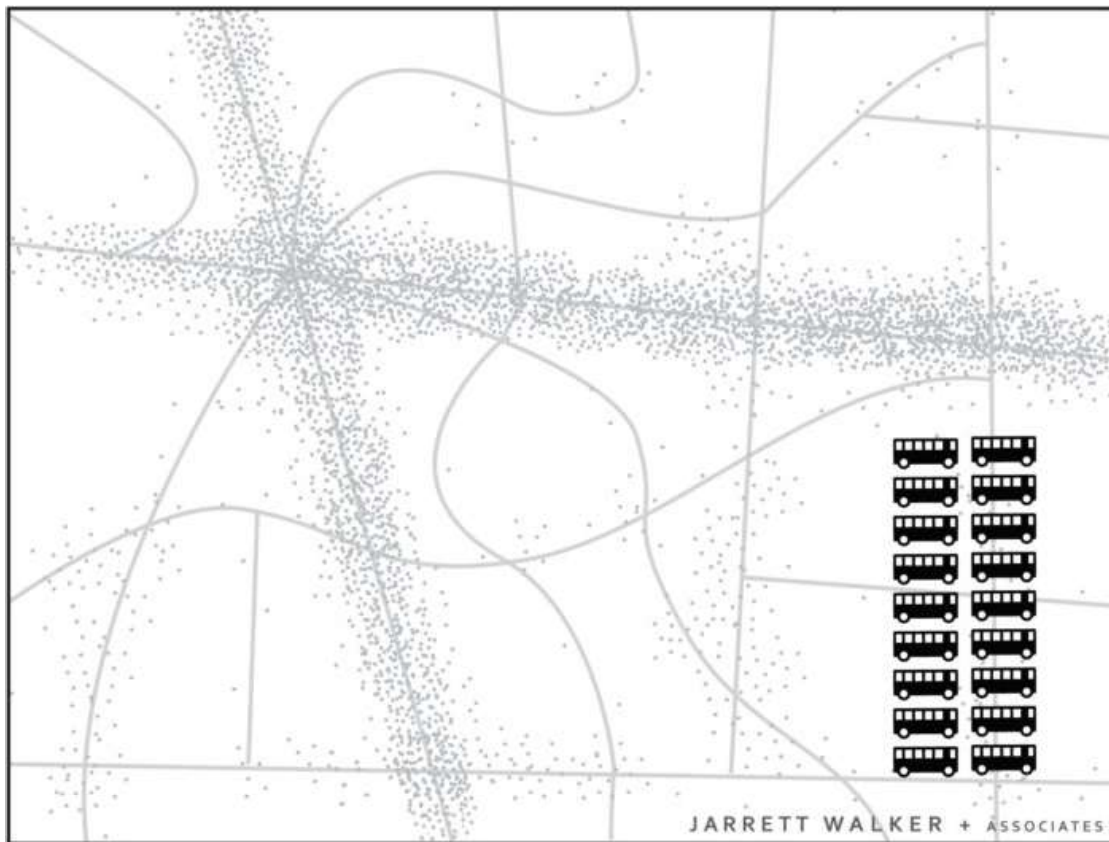


Figure 1 Example of a town with dots representing community members and 18 available buses.

## Maximum Ridership

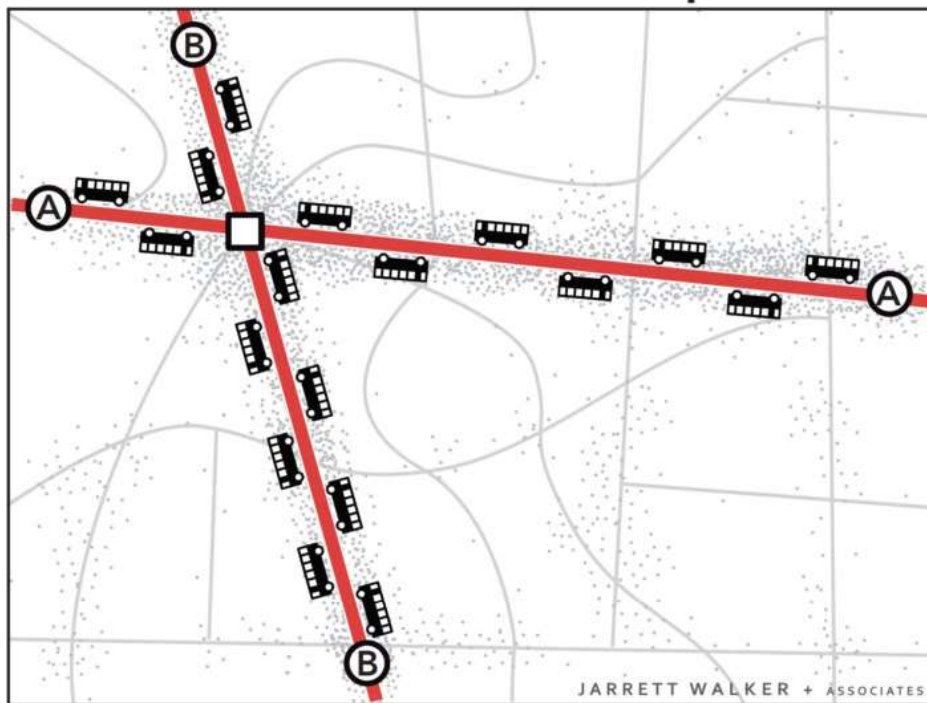


Figure 2 The town from fig. 1 implementing a maximum ridership approach to transit.

## Maximum Coverage

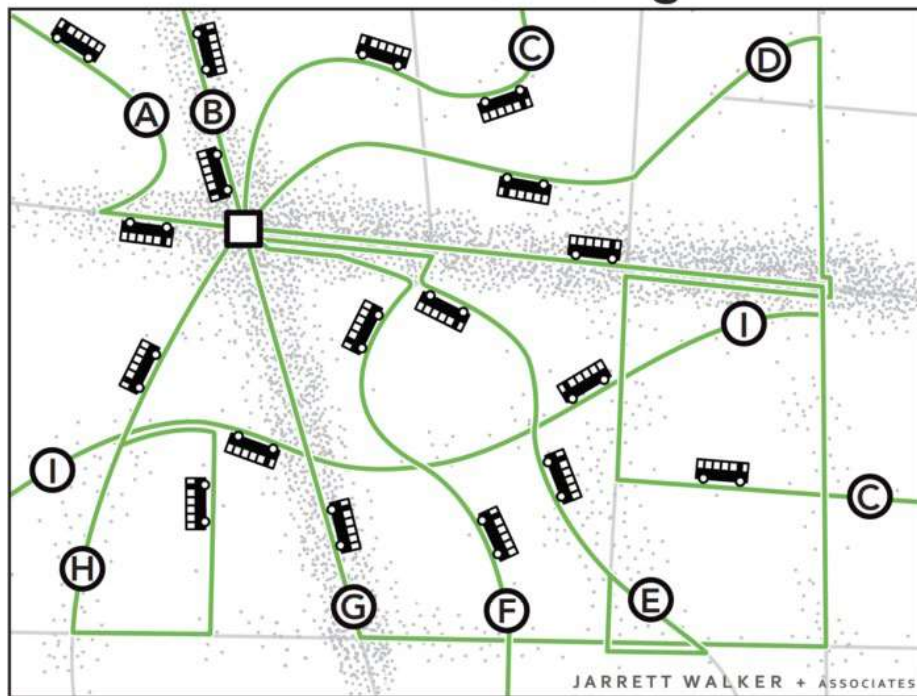


Figure 3 The town from fig. 1 implementing a maximum coverage approach to transit.

With a fixed amount of funding and shuttle availability, it is necessary to determine an optimal percentage of each service style. Since Maple Valley does not seem to have high demand along its current fixed-routes, offering flexible service may optimize ridership.

## Microtransit

Microtransit is generally used to complement existing fixed-route services by getting users from their starting point to a Metro stop or station and from those stations to their final point. It is typically on-demand and requested when a ride is needed similar to taxi services. In an area like Maple Valley, where much of the community would need to travel over half a mile to reach fixed transit, this may serve as an ideal solution. However, there are many requirements to operate.

Requirements to operate:

- Booking services or tools. App? Call? Web? All of the above?
- Route planning and driver directing application
- Route determination, if not entirely flexible
- Infrastructure
- Vehicles
- Fleet operators
- Driver acquisition and management
- Marketing/Advertising
- Community outreach

## Community van

A community van would differ from microtransit shuttles in route coverage—covering the entire trip instead of simply connecting to fixed route transit.

Requirements to operate:

- Booking services or tools. App? Call? Web? All of the above?
- Route planning
- Vehicles
- Fleet operators
- Driver acquisition and management
- Marketing/Advertising
- Community outreach

## Trip-pooling

Carpooling and Vanpooling would involve groups of commuters commuting together in a shared vehicle, taking on the costs of commute themselves and splitting amongst members. Metro has vanpooling and vansharing services available to the public in which vans are rented to community members to share

among themselves for a fee. Vansharing is FMLM and vanpooling is whole trip. Bellevue is attempting to increase trip-pooling by removing obstacles and creating incentives, developing partnerships, and working with employers to create on-demand ridesharing [4].

Requirements to operate:

- If not using Metro's services, connecting/booking services or tools. App? Call? Web?
- Marketing/Advertising
- Community outreach

## Costs

Table 2: Summary of National Transportation Data (NTD) costs and revenues for different types of service in WA.

| Costs Summary by Type of Service |               |            |
|----------------------------------|---------------|------------|
|                                  | City Operated | Outsourced |
| Cost per Hour                    | \$105.19      | \$100.09   |
| Passengers per Hour              | 2.10          | 1.91       |
| Cost per Passenger               | \$61.71       | \$59.23    |
| Cost per Passenger Mile          | \$2.21        | \$5.08     |
| Estimated Yearly Cost:           |               |            |
| M-F, 7AM to 7PM                  | \$328K        | \$312K     |
| Sat-Sun, 8AM to 6PM              | \$109K        | \$104K     |

### Microtransit

#### Outsourced (Turnkey Service) Costs

Average cost in Washington state per hour with outsourced transportation is around \$100, so to run 7AM-7PM, M-F, that would cost approximately \$312K/year (Table 2).

If partnering with Via, a transportation and logistics company used by Metro, turnkey service for three to four shuttles would be approximately \$750k/year. This would be negotiated and based on our city's needs. The city should consider this service if we were able to partner with neighboring cities.

### Community van

#### Costs

Greater Maple Valley Community Center spends the \$15k allotted by Metro almost entirely on their gas costs for their three days of service a week. Snoqualmie Village spends \$95/service hour. To run services like Snoqualmie's with service hours of 7AM-7PM, M-F, that would be approximately \$297k/year.

Average cost in Washington state per hour with directly operated transport is around \$105, so to run 7AM-7PM, M-F, that would cost approximately \$328K/year (Table 2).

### Ridesharing

#### Costs

Costs would likely be minimal unless software was created for this purpose.

A partnership with other cities could reduce costs while also increasing overall connectivity. Additionally, partnerships with universities, public entities, or businesses with workers in Maple Valley such as Starbucks, Amazon, and Google, may reduce costs through funding, vehicle donations, or discounts of other sorts.

## Funding

### Grants

#### Climate Planning Grant

The Department of Commerce recently notified the city that we were eligible for a non-competitive grant in the amount of \$500,000 to be used for incorporating a Climate Action and Resiliency Element into our Comprehensive Plan. Grant monies can also be used for implementing climate related goals. Monies cannot be used for capital or infrastructure spending.

Staff is currently developing a list of possible grant tasks including a pilot shuttle system in Maple Valley. We would discuss with King County use of their Metro shuttles for the pilot program and use grant monies to operate the program for the summer of 2024. We anticipate the fixed route would loop through the city to take residents to shopping centers, the Farmers Market, the Community Center, the Maple Valley Library, Lake Wilderness Park, and regional trailheads. The fixed route shuttle is anticipated to reduce the vehicles miles traveled by taking residents to areas they would normally drive to. It would also help address transit equity issues for low income, young adult, and senior residents.

#### The Rural Surface Transportation Grant Program

- 80% federal funding (20% match), no more than 50% of total project costs for capital construction grants
- No more than 10% of total funding goes to projects costing less than 25 million
- Most projects funded have been for around 25 million, but the average is 22 million because of some projects costing significantly less and only one being notably higher.
- 2 billion over 5 fiscal years.

#### King County Van Donation Program

Every year King County Council allocates retired passenger vans to non-profits and local governments to transport youth, seniors, people with lower incomes and people with disabilities. As Maple Valley citizens pay taxes and contribute to the betterment of King County, but receive minimal public transit coverage, there may be cause to advocate for receipt of one of these vans.

#### Reconnecting Communities and Neighborhoods (RCN) Program

(Reconnecting Communities Pilot [RCP] and Neighborhood Access and Equity [NAE])

- \$3.353 billion for 2023, \$450mil for Regional Partnerships Challenge. "Funds were appropriated in FY22 and remain available until September 30, 2026".
- Full match if "the project is in a disadvantaged or underserved community" and 80% max match if not.
- Community Planning Grants, Capital Construction Grants, and Regional Partnerships Grants.
- While Maple Valley would not be considered a rural area according to the Grant Project Location Verification Map, if partnering with Snoqualmie, Black Diamond, and possibly Auburn to get transit to areas lacking in service in areas outside of the "Urban Areas" then we may be able to receive funding because "For projects that include expenditures in both urban areas and rural areas, the Department will designate the project as urban or rural based on where the majority

of project funds will be spent.” So if most funds are spent outside of MV and maybe in Unincorporated KC that is considered rural, we would qualify. “The Department encourages joint applications from place-based partnerships headed by a lead applicant.”

### **Strengthening Mobility and Revolutionizing Transportation (SMART) Grants Program**

(This would be a stretch, but may be useful if shuttle services were integrated into other ITS improvements)

- ~500 million over five years.
- Projects must demonstrate one of the following areas “Coordinated automation, Connected vehicles, Sensors, Systems integration, Delivery/logistics, Innovative aviation, Smart grid, Traffic signals.
- Lowest funding amount was 250,000, highest was 2,000,000, average is around 1.8million.
- No cost sharing or matching because it is in Stage I: Planning and Prototyping.

### **Taxes**

#### **Transportation Benefit District Revenue**

The City’s Transportation Benefit District (TBD) was formed in 2012. Revenues generated from the \$20 car tab, approximately \$400K annually, is used to fund the City’s street preservation (overlay) program. State law allows councilmatic approval to increase the \$20 car tab to \$40 which would double the revenue collected by TBD. State law additionally allows the council to approve a 0.1% sales tax under TBD which could result in \$500k annual revenue.

## Options for Council Consideration

### Short Term (1-5 years)

- Increase community awareness of existing services through dedicated website
- Initiate discussions with cities of Covington, Black diamond, and Enumclaw to partner on shuttle services
- Lobby for funding and expanded services such as Metro DART
- Discuss with King County use of metro shuttle buses for Maple Valley shuttle system operated by city funded private vendor
- Designate portion of climate planning grant for fixed route pilot program on Saturdays during summer

### Long Term (5+ years)

- Connect with Chamber of Commerce, local businesses, schools, and corporations for collaboration
- Partner with cities of Covington, Black Diamond, and Enumclaw for shuttle services
- Consider TBD 0.1% sales tax to Fund and develop a microtransit system that connects community members to major transit hubs and services

## Benefits

All proposed transit changes would provide services crucial to less-served community members in Maple Valley and help support healthful growth.

They would also:

- decrease need for parking spaces
- decrease congestion and accident frequency
- improve load on pavement
- decrease CO2 emissions (near-term and/or long-term)

## Summary

Mobility demand is increasing in Maple Valley. Current transit services offer some benefits to citizens but cannot fully meet the needs of the community. Ridesharing, shuttle services, and microtransit agencies offer viable options to meet this challenge. Funding for these purposes is available from a variety of sources, particularly if Maple Valley pursues partnership with other entities. Ultimately, increasing alternative transportation options would be a net positive for the community.



## References

- [1] 2020: ACS 5-Year Estimates Data Profiles, U.S. Census Bureau, 2020. [Online]. Available: <https://data.census.gov/table?q=commute&g=160XX00US5343150&tid=ACSDP5Y2020.DP03>
- [2] S. Crum, "Draft 2023-2025 State Commute Trip Reduction Plan," TDM Technical Committee and Executive Board, WA. Jul. 28, 2023. [Online]. Available: [https://tdmboard.com/wp-content/uploads/2023/07/07-13-2023\\_2023-2025-State\\_CTR-Plan\\_DRAFT-OPT.pdf](https://tdmboard.com/wp-content/uploads/2023/07/07-13-2023_2023-2025-State_CTR-Plan_DRAFT-OPT.pdf)
- [3] J. Walker, "Basics: The Ridership - Coverage Tradeoff," Human Transit. <https://humantransit.org/2018/02/basics-the-ridership-coverage-tradeoff.html> (accessed Jul. 19, 2023)
- [4] City of Bellevue, "City of Bellevue Smart Mobility Plan 2018." Bellevue, WA, 2018, Accessed: Jul. 10, 2023. [Online]. Available: [https://bellevuewa.gov/sites/default/files/media/pdf\\_document/smart-mobility-plan-2018.pdf](https://bellevuewa.gov/sites/default/files/media/pdf_document/smart-mobility-plan-2018.pdf)



September 25, 2023  
Lindsay Overstreet

# Maple Valley Transit Services

# Glossary

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- **First-mile & Last-mile (FLM or FMLM)** – The distance covered from the start of travel to a Metro stop and distance covered from a Metro stop to final destination.
- **Fixed-route** – A transit service that follows a set route with no deviation.
- **Flexible-route** – A transit service that follows a route but can deviate from that route and offer pick up and drop off services.
- **Microtransit** – The definition of microtransit varies by agency. For this presentation, Microtransit is defined as shared, flexible-route transportation focused on meeting FLM needs.
- **Paratransit** – Americans with Disabilities Act mandated bus services offering full-route trips for people with disabilities.
- **Point-to-point/ Demand-responsive** – Transit services that pick riders up and drop them off at locations of their choosing.
- **Ridesharing or Trip-pooling** – When travelers with the same or similar destinations share a vehicle for their trips.
- **King County Metro (Metro)** – Public transit authority for King County, Washington.

# Introduction

- As population increases, so too do wealth disparities and number of commuters. How then do we equitably meet the challenge of congestion?

- Currently, public transit is restricted to minimal fixed routes and, even at the height of congestion, is still remarkably more time-consuming than personal travel.
- When approached about expanding fixed routes or their flexible-route service, Metro Flex, in Maple Valley, King County Metro responded that currently, "Metro does not have the staff or operational capacity to further expand Metro Flex, or expand our fixed-route network through partnership."

# Challenge

# Available Transportation Services

Table 1: Transportation services available in Maple Valley in 2023. \* - Full service is not available in Maple Valley.

| Current Services in Maple Valley                                                                |                                                                                                                                                                        |                                                                                |                                                                                |                 |                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name and Contact                                                                                | Summary                                                                                                                                                                | Hours                                                                          | Cost                                                                           | Pickup Location | Additional Information                                                                                                                                                                                            |
| <a href="#">Metro Transit</a><br>206-553-3000, TTY line 711                                     | Fixed service. Two lines are available in Maple Valley, 907, which mostly follows SR-169, and 168, which mostly follows 516.                                           | <b>168:</b> 4:45-12:28 M-F,<br>5:47-12:28 Sat-Sun<br><b>907:</b> 7:59-5:22 M-F | Adult: \$2.75/trip<br>Seniors: \$1.00/trip<br>Youth: Free ORCA<br>LIFT: \$1.00 | Bus stop        | Pickup frequency by route is 168: 30min-1hr<br>907: 1hr                                                                                                                                                           |
| <a href="#">Ride United Transportation Access 211</a>                                           | Demand-responsive service. On-demand Lyft rides for King County residents of up to \$22 to/from eligible services such as legal services, employment, and food access. | M-F, 8-5                                                                       | Free for 6 rides/year<br>or 3 round trip.                                      | Resident's home | Can be scheduled 72hrs prior. Service animals are accepted at driver discretion. No-show riders lose all eligibility for future rides. Cost of rides can be checked through Lyft app to ensure they will qualify. |
| <a href="#">Metro Dial-A-Ride Transit (DART)</a><br>#907 * 855-223-6043                         | Flexible service. Mini-buses go off regular routes to pick up and drop off passengers. Do not offer off-route in Maple Valley.                                         | <b>907:</b> 7:59-5:22 M-F                                                      | Adult: \$2.75/trip<br>Seniors: \$1.00/trip<br>Youth: Free ORCA<br>LIFT: \$1.00 | Bus stop        | 2hr notice required. Contracted with Hopelink.                                                                                                                                                                    |
| <a href="#">Metro Access</a><br>206-205-5000                                                    | Demand-responsive service. Paratransit shuttle available to evaluated and approved community members only.                                                             | Identical to regular Transit hours                                             | \$1.75 per trip or \$63 monthly                                                | Resident's home | Can be scheduled 1-7 days prior.                                                                                                                                                                                  |
| <a href="#">Metro Vanshare</a> 206-625-4500,<br>TTY line 711<br>vanpool@kingcounty.gov          | Flexible service. 5+ passenger vans connecting commuters between public transit hubs.                                                                                  | Varies                                                                         | \$200/month split between commuters                                            | Varies          | 20mi or less per trip. Fee covers: van, fuel, maintenance, insurance, tolls, roadside assistance, and emergency ride home services.                                                                               |
| <a href="#">Metro Vanpool</a> 206-625-4500,<br>TTY line 711<br>vanpool@kingcounty.gov           | Flexible service. 5+ commuter vans that travel from home to office or agreed upon pickup/drop-off locations.                                                           | Varies                                                                         | Varies depending on travel miles for group                                     | Varies          | Need 2 volunteer drivers and 1 bookkeeper. Fee covers: van, fuel, maintenance, insurance, tolls, roadside assistance, and emergency ride home services.                                                           |
| <a href="#">Greater Maple Valley Community Center Shuttle</a><br>425-432-1271                   | Flexible service. Residents 60 years and older, with disabilities, or limited income receive rides to and from the Community Center.                                   | M, W, F, 9-3PM                                                                 | \$1 each way                                                                   | Resident's home |                                                                                                                                                                                                                   |
| <a href="#">Hopelink Medicaid</a><br>800-923-7433,<br>TDD/TTY line 800-246-1646                 | Demand-responsive service. Medicaid approved appointments only. Urgent medical transportation needs may be accommodated.                                               | M-F, 8-5PM & 24/7                                                              | Free                                                                           | Resident's home | Must be booked 2 business days in advance but no more than 2 weeks prior to appointment.                                                                                                                          |
| <a href="#">Sound Generations' Volunteer Transportation</a><br>206-448-5740                     | Demand-responsive service. Shuttles transport adults over 60 to a variety of destinations.                                                                             | M-F, 8-4:30PM                                                                  | Free                                                                           | Resident's home | Must be booked on the Tuesday prior to the week of appointment. Caregivers and family may ride with prior notice.                                                                                                 |
| <a href="#">Catholic Community Services Volunteer Services</a><br>206-328-5787<br>VC@ccswww.org | Demand-responsive service. For older adults and adults with disabilities on fixed income to a variety of destinations.                                                 | M-F, 9-4PM                                                                     | Free                                                                           | Resident's home | Alternative language line offered at 206-328-5787.                                                                                                                                                                |
| <a href="#">American Cancer Society Road To Recovery</a><br>800-227-2345                        | Demand-responsive service. To and from treatment for people with cancer who do not have a ride or are unable to drive themselves.                                      | M-F, 8-5pm<br><b>22</b>                                                        | Free                                                                           | Resident's home | 3 business day advance notice is required, not including the date transportation is needed.                                                                                                                       |

## Other Cities as Models

### Ellensburg's "Central Transit" with Central Washington University

- Free
- 7 days/week, 7AM-8PM
- 5 fixed-routes
- Accessible through Transit

The screenshot displays a transit planning application interface. At the top, there are two tabs: "Plan Your Trip" (active) and "Arrival Info". Below the "Plan Your Trip" tab, the "Route" is listed as "15 - To I-90 Interchange East/" with a dropdown arrow. The "Direction" is "To I-90 W Interchange via Dol" with a dropdown arrow. The "Stop" is "Dolorway @ Prospect" with a dropdown arrow. Below this, a table shows the route details: "To I-90 W Interchange via Dolorway WB" with a duration of "164 min". To the right of this, the total duration is "104 min" and the final arrival time is "44 min".

| Route                                 | Direction                     | Stop                |
|---------------------------------------|-------------------------------|---------------------|
| 15 - To I-90 Interchange East/        | To I-90 W Interchange via Dol | Dolorway @ Prospect |
| To I-90 W Interchange via Dolorway WB |                               |                     |
|                                       |                               | 104 min             |
|                                       |                               | 44 min              |

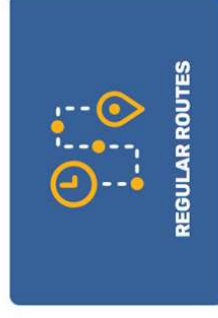
## Other Cities as Models

### Snoqualmie Valley Transportation (SVT) run by Mt. Si Senior Center

- Multiple service options including their flexible-route service, “Door-to-Door”
- Supported by King County Metro, WSDOT, The Snoqualmie Tribe, and others
- M-F, 5:30AM-9:30PM

#### Ways to Ride

We provide accessible, reliable, and convenient transportation for people in Snoqualmie Valley to their jobs, appointments, errands, and more.



Our regular lines include:

- VALLEY SHUTTLE
- NORTH BEND-SNOQUALMIE SHUTTLE
- CEDAR FALLS LOOP
- DUVALL-MONROE SHUTTLE



SVT will pick you up at your location and take you to your destination within our service area. To schedule this service, please call us at **(425) 888-7001** at least 24 hours in advance.

[LEARN MORE >](#)



Local volunteers use their own cars, on their own time, to transport persons 60 years of age or older to medical appointments. For more information about this program, contact our office at **(425) 888-7001**.



## Other Cities as Models

Sammamish offers a variety of transit services

- Mostly through Metro partnership
- Emphasis on making already available options known and easy to use



# Costs

| Costs Summary by Type of Service |               |            |
|----------------------------------|---------------|------------|
|                                  | City Operated | Outsourced |
| Cost per Hour                    | \$ 105.19     | \$ 100.19  |
| Passengers per Hour              | 2.1           | 1.91       |
| Cost per Passenger               | \$ 61.71      | \$ 59.23   |
| Cost per Passenger Mile          | \$ 59.23      | \$ 5.08    |
| Yearly Cost                      |               |            |
| M-F, 7AM to 7PM                  | \$ 328K       | \$ 312K    |
| Sat-Sun, 8AM to 6PM              | \$ 109K       | \$ 104K    |

*Summary of National Transportation Data (NTD) costs and revenues for different types of service in WA.*

# Funding Opportunities

## GRANTS

### Climate Planning Grant

- Consider using part of Climate Planning Grant for pilot program.

### Reconnecting Communities and Neighborhoods (RCN) Program

- Would be applicable if partnering with other communities.
- \$405M available, 80-100% match.

### The Rural Surface Transportation Grant Program

- 80% match, only 10% of funding for projects under 25mil.

## CITY REVENUES

- Increasing Transportation Benefit District (TBD) from \$20 car tabs to \$40 car tabs could result in about \$400K annual increase in revenue.
- Alternatively, TBD could collect 0.1% sales tax, collecting about \$500K annually.

## STATE LEGISLATURE

- Consider lobbying for funding as a legislative priority.

- INCREASE COMMUNITY AWARENESS OF EXISTING SERVICES THROUGH DEDICATED WEBSITE
- LOBBY FOR FUNDING AND EXPANDED SERVICES SUCH AS METRO DART
- DISCUSS WITH KING COUNTY USE OF METRO SHUTTLE BUSES FOR MAPLE VALLEY SHUTTLE SYSTEM OPERATED BY CITY FUNDED PRIVATE VENDOR
- DESIGNATE PORTION OF CLIMATE PLANNING GRANT FOR FIXED ROUTE PILOT PROGRAM ON SATURDAYS DURING SUMMER
- INITIATE DISCUSSIONS WITH CITIES OF COVINGTON, BLACK DIAMOND, AND ENUMCLAW TO PARTNER ON SHUTTLE SERVICES

## Options for Short-Term Actions (1 to 5 years)

## Options for Long-Term Actions (5+ years)

- PARTNER WITH CITIES OF COVINGTON, BLACK DIAMOND, AND ENUMCLAW FOR SHUTTLE SERVICES
- CONNECT WITH CHAMBER OF COMMERCE, LOCAL BUSINESSES, SCHOOLS, AND CORPORATIONS FOR COLLABORATION
- CONSIDER TBD 0.1% SALES TAX TO FUND AND DEVELOP A MICROTRANSIT SYSTEM THAT CONNECTS COMMUNITY MEMBERS TO MAJOR TRANSIT HUBS AND SERVICES

# QUESTIONS

# Permanent Message Signs

Research Summary  
September 25, 2023

Lindsay Overstreet

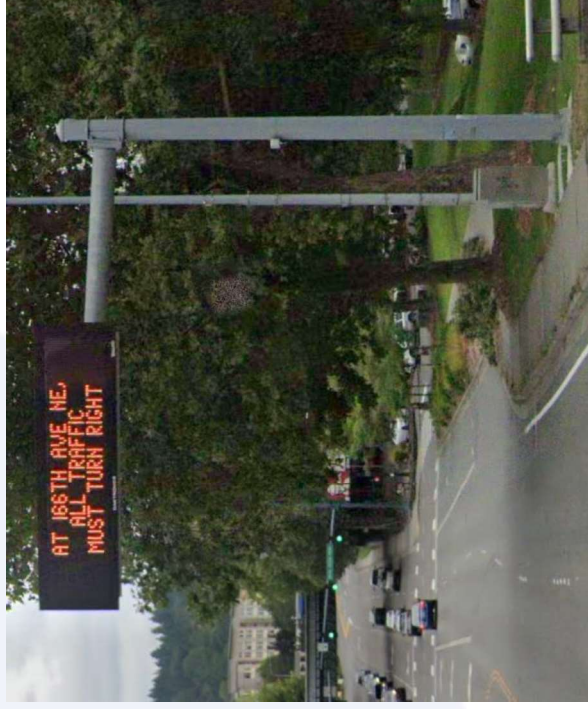


Permanent message signs can meet three City objectives:

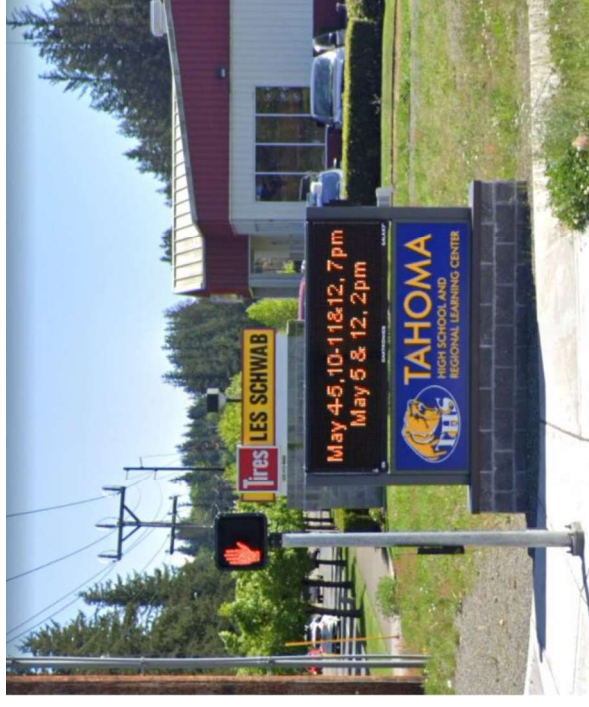
- To give traffic alerts and updates to community members.
- To aid in emergency management.
- To inform the public about community events.



The most common sign structure styles are mounted or foundation



Mounted Style

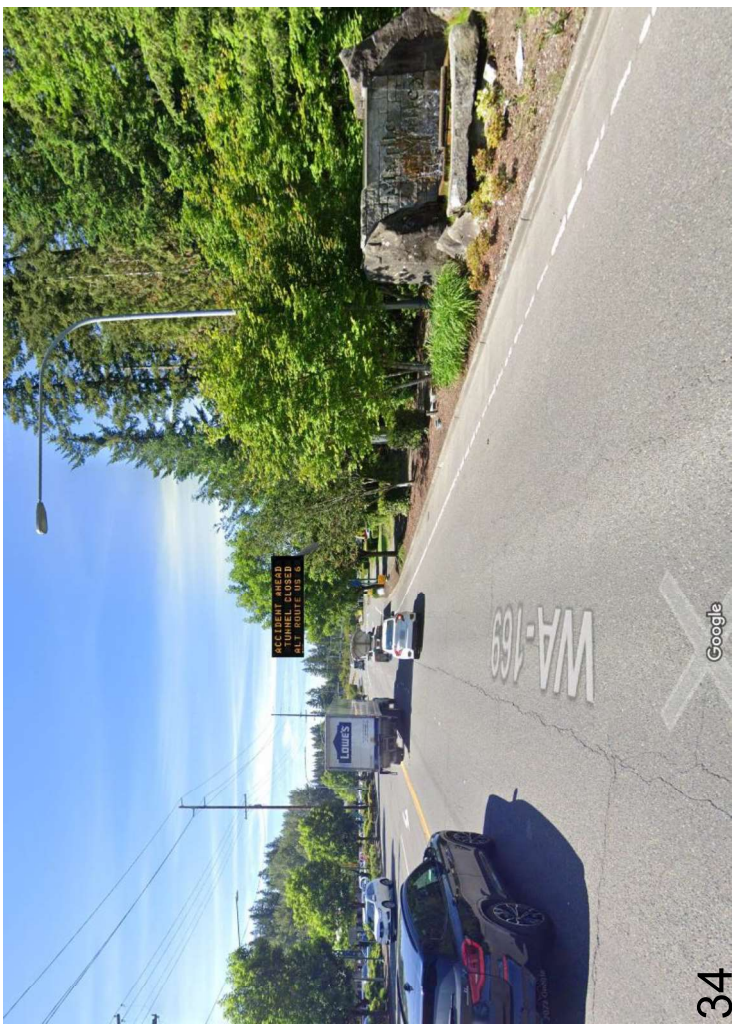


Foundation Style

# Location Options

South Bound:

Near Parcel# 1622069169 – SE 232/231st and WA-169 behind the McDonalds.





# Location Options, continued

South Bound:

*Between Witte and Wax on WA-169 intersection, adjacent to post office parking*



## Location Options, continued

South Bound:



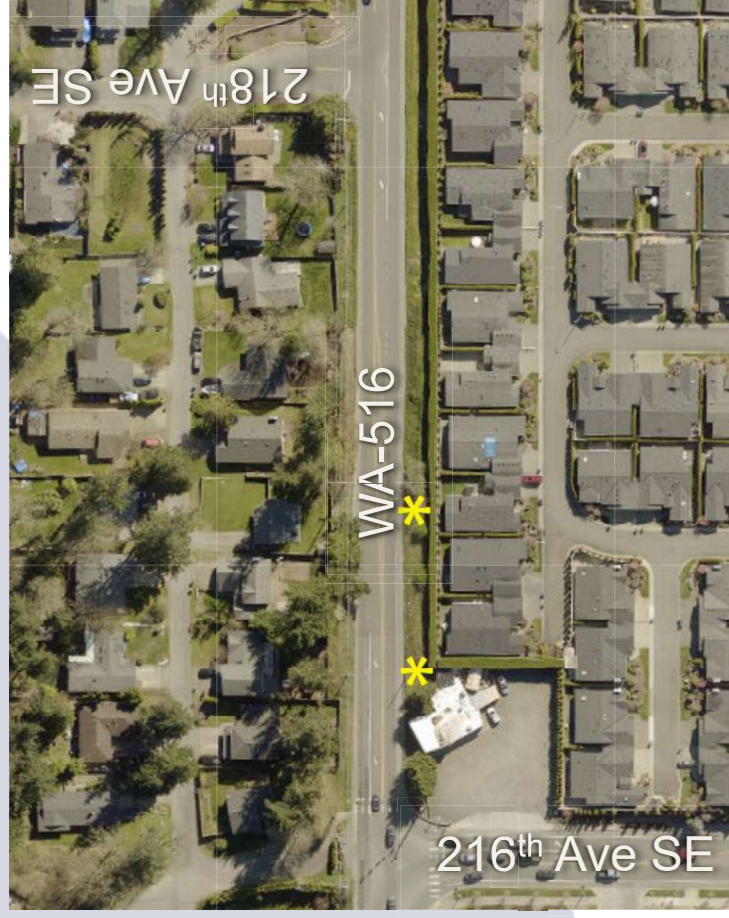
*South of Witte and WA-169 intersection, before billboard*





## Location Options, continued

East Bound:



*East of 216<sup>th</sup> Ave SE along WA-516, before 218<sup>th</sup> Ave SE*



# Location Options, continued

East Bound:

*East of 211<sup>th</sup> Ct SE along WA-516, before the Hope Fellowship Sign*

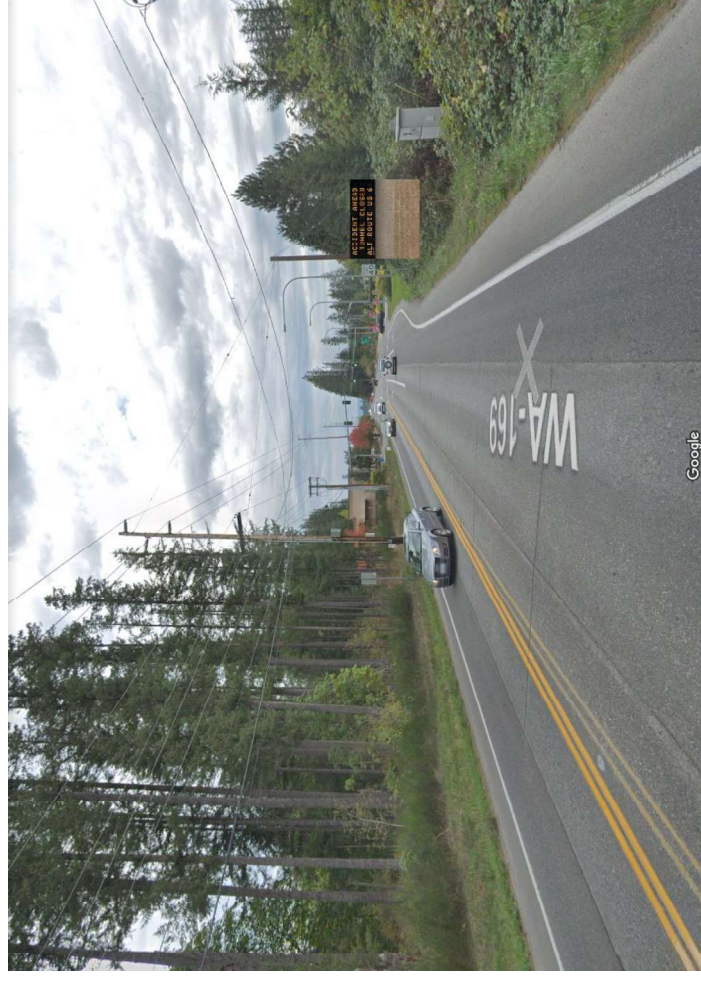
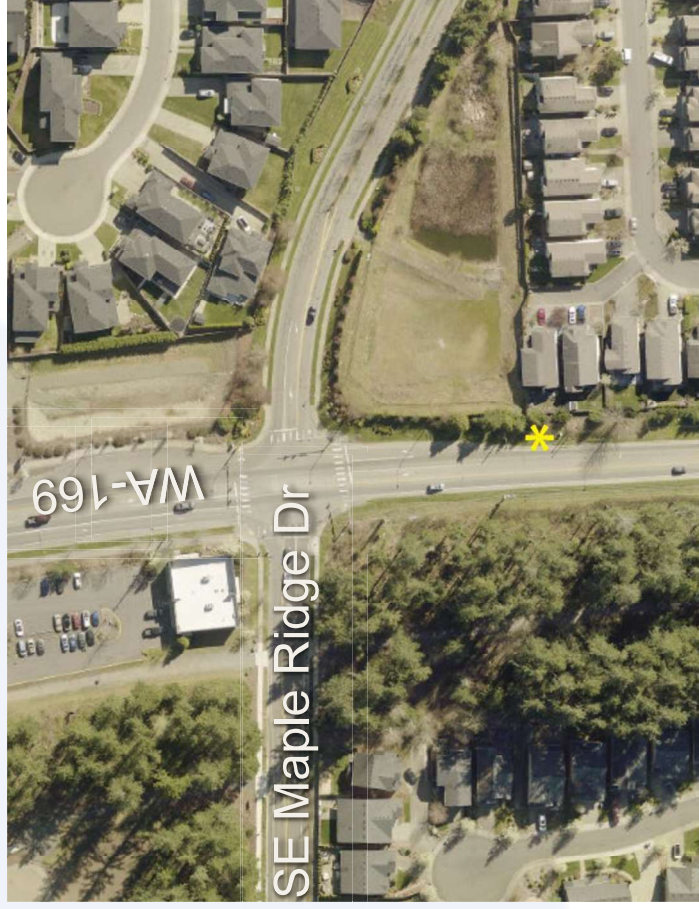




# Location Options, continued

North Bound:

Parcel# 0255370610 – SE Maple Ridge Dr & 169, Arbors at Maple Woods Drainage

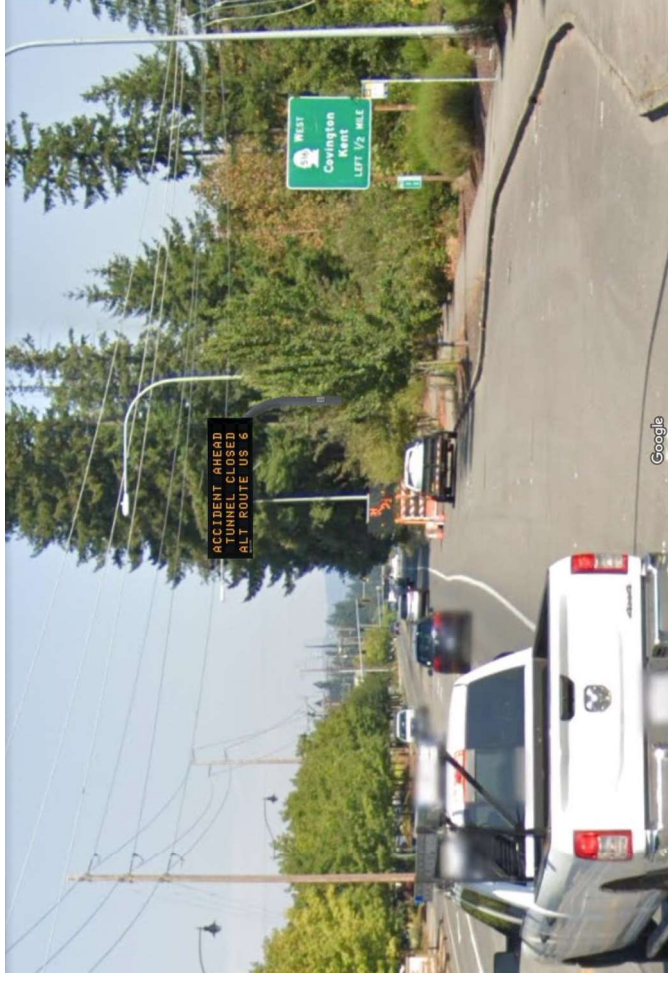


# Location Options, continued

North Bound:



*North of SE Maple Ridge Dr & WA-169*





# What have other cities paid?

Auburn Way South, Total Project Cost = \$195K (2017)



## What have other cities paid?

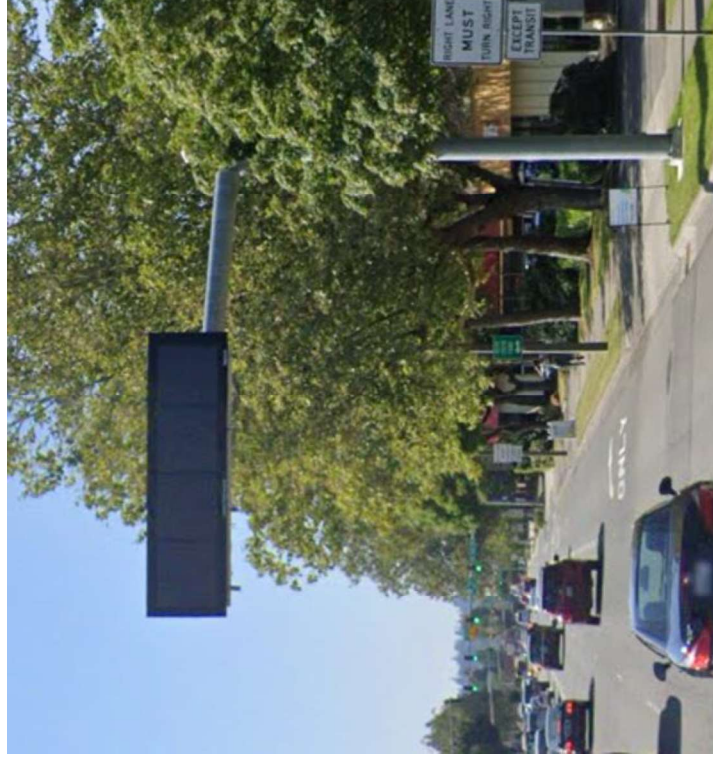
15th Street NW, Total Project Cost = \$303K, Bid price for sign system = \$169K (2020)





# What have other cities paid?

Redmond Way, Total Cost for 2 signs and ITS system = \$392K (2016)



## Collaboration

Greater Maple Valley Community Center has \$80K earmarked for a new message board and would like to partner with the City.



## Next Steps for Council Consideration

- Continue working with Community Center to collaborate on design/construction.
- Use the \$100K ARPA funds from the 2023/2024 adopted budget to design in 2024.
- Pursue grants for construction.
- Allocate budget in 2025/2026 budget for construction.
- Consider adding message board to design of pedestrian bridge at SR 169/Legacy Site.



# Questions





**PRELIMINARY**  
**CITY OF MAPLE VALLEY, WASHINGTON**  
**CITY COUNCIL**  
**MINUTES OF SPECIAL MEETING**  
**SEPTEMBER 11, 2023**  
**LAKE WILDERNESS LODGE**  
**22500 SE 248<sup>th</sup> STREET, MAPLE VALLEY**  
***HYBRID MEETING***

**1. CALL TO ORDER**

Mayor Kelly called the meeting to order at 5:35 p.m.

Councilors present: Didem Pierson, Syd Dawson, Les Burberry, Victoria Schroff, Linda Johnson, Deputy Mayor Dana Parnello and Mayor Sean Kelly

Staff Present: City Manager Laura Philpot and City Clerk Andrew Dacuag

**2. INTERVIEWS**

**(a) Public Arts Commission candidate interview**

Council interviewed applicant Kendra Peterson.

**(b) Economic Development Commission candidate interviews**

Council interviewed applicants Tracy Krause, Derek Fitts, Clayton Brenden and Michael Royse.

The Council will appoint the positions at the Regular Business Meeting on September 25, 2023.

**3. PUBLIC COMMENTS: None**

**4. ADJOURNMENT:**

The meeting was adjourned at 6:28 p.m.

---

Andrew Dacuag  
City Clerk



**PRELIMINARY**  
**CITY OF MAPLE VALLEY, WASHINGTON**  
**CITY COUNCIL**  
**MINUTES OF REGULAR BUSINESS MEETING**  
**SEPTEMBER 11, 2023**  
**LAKE WILDERNESS LODGE**  
***HYBRID MEETING***

**1. CALL TO ORDER**

Mayor Kelly called the meeting to order at 7:02 p.m.

**2. FLAG SALUTE/ROLL CALL**

Parks and Recreation Director/Ass't City Manager Dave Johnson led the Flag salute.

Councilors present: Syd Dawson, Les Burberry, Didem Pierson, Victoria Schroff, Linda Johnson, Deputy Mayor Dana Parnello and Mayor Sean Kelly.

Staff present: City Manager Laura Philpot, City Attorney Jeffrey Taraday and City Clerk Andrew Dacuag.

**3. PUBLIC COMMENT**

PROCLAMATION: National Preparedness Month

PRESENTATION: South King Housing and Homelessness Partners (SKHHP) HB1590

John Graham, 21832 SE 272<sup>nd</sup>, Maple Valley – thanked Council for listening to their concerns regarding the 21845 SE 272<sup>nd</sup> and asked how the City justifies having an in home business like the one at the address. Clean up has happened however it is going back to normal.

Steven Storms - 21850 SE 272<sup>nd</sup>, Maple Valley – Water Gardens is a retirement community, does not appreciate the loud noises in a quiet residential setting and the chemicals stored on site are dangerous.

Denise Wissbrod – 25490 SE 274<sup>th</sup> PL, Maple Valley – realtor that doesn't live in community but has sold many homes in Water Gardens, property values are decreasing due to noise surrounding neighborhood and there is no place in the neighborhood for a business like that.

Mary Sweeney - 21621 SE 273<sup>rd</sup> PL, Maple Valley – please support and enforce the City noise Ordinance at this property, the noise of the auto repair shop, the fumes and dust are a danger to everyone.

**4. APPROVAL OF THE AGENDA**

**MOTION** to approve the Agenda made by Councilor Schroff and seconded by Councilor Dawson. Motion carried, 7-0.



## PRELIMINARY

### 5. CONSENT CALENDAR

- (a) Approval of Minutes of the Special and Regular Business Meetings on July 24<sup>th</sup>, and August 21<sup>st</sup>, 2023
- (b) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 32861-32912, and direct deposits numbered 716128-716380, no voided checks, August 9<sup>th</sup>, 2023 for a total amount of \$ 1,746,913.63
- (c) Approval of checks, wire transfers, electronic funds transfer, payroll, and benefited checks numbered 32913-32943, and direct deposits numbered 716381-716500, no voided checks, August 23<sup>rd</sup>, 2023 for a total amount of \$ 2,648,756.36
- (d) Approval of checks, wire transfers, electronic funds transfer, payroll, and benefited checks numbered 32944-32964, and direct deposits numbered 716501-716611, no voided checks, September 6<sup>th</sup>, 2023 for a total amount of \$1,620,359.97
- (e) Resolution No. R-23-1797 accepting a Right of Way Procurement along SR-169 for the T45 SR-169 Widening Project – SE 260<sup>th</sup> St to SE 253<sup>rd</sup> Pl., and authorizing the City Manager to indicate such acceptance by execution and to compensate underlying property owner
- (f) Resolution No. R-23-1798 authorizing the City Manager to execute a Project Design Agreement with PSE for the T45 SR-169 Widening Project – SE 260<sup>th</sup> St. to SE 253<sup>rd</sup> Pl.
- (g) Resolution No. R-23-1799 authorizing the City Manager to purchase a 2023 Ford F150 4WD Truck, a replacement Parks and Recreation Department vehicle
- (h) Resolution No. R-23-1800 authorizing the City Manager to purchase a 2023 Ford F150 Lighting, a replacement SWM vehicle and adjust the 2023 adopted budget to include this vehicle replacement
- (i) Resolution No. R-23-1801 authorizing the City Manager to execute a Land Use Agreement with Bonneville Power Administration
- (j) Resolution No. R-23-1802 authorizing the City Manager to execute Amendment No. 1 to Interlocal Agreement for Inmate Housing with South Correctional Facility (“SCORE”)

**MOTION** to amend Agenda moving item “g” from the Consent Calendar to item “d” under New Business made by Councilor Schroff and seconded by Deputy Mayor Parnello. Motion carried, 7-0.

**MOTION** to approve the Consent Calendar was made by Councilor Johnson and seconded by Councilor Pierson. Motion carried, 7-0.

### 6. PUBLIC HEARING

### 7. BOARDS, COMMISSION, COMMITTEE REPORTS



## PRELIMINARY

### 8. REPORT OF THE CITY MANAGER:

#### (a) City Manager Update

City Manager Philpot applauded the Engineering team on their handling of the Witte Rd. Closure, mentioned upcoming events, announced approval of King County Grant for the Henry Switch Property, the City was awarded grants of 2.5 million for stormwater work and 7.5 million for the T-45 project.

#### (b) Parks Maintenance Building Update

City Manager Philpot referred to the Council memo as presented in the packet.

#### (c) Out of State Travel

City Manager Philpot referred to the Council memo as presented in the packet.

#### (d) Tree Cutting Violations

Public Works and Community Development Director Tawni Dalziel reviewed requirements for tree cutting and updated Council on possible tree cutting violations.

#### (e) Code Enforcement Update (21845 SE 272<sup>nd</sup> St.)

Public Works and Community Development Director Tawni Dalziel provided brief history of property and updated Council on the actions that are being taken at the property.

### 9. COUNCIL REPORTS

### 10. CONTINUED BUSINESS

#### (a) Ordinance O-23-790 amending portions of Title 18 of the Maple Valley Municipal Code entitled "Design Standards and Requirements" relating to drive-through screening

Senior Planner Lance Ferrell spoke on the topic and clarified Council questions.

**MOTION** made to approve Ordinance No. O-23-790 made by Councilor Dawson, seconded by Deputy Mayor Parnello. Motion carried, 7-0.

#### (b) Council Booth at Farmers Market Discussion

Mayor Kelly reintroduced the topic and recommended booths like these remain strictly for Maple Valley City Council.

#### (c) HB 1590 & HB 1406 Discussion

Public Works and Community Development Director Tawni Dalziel presented on the topic. Mayor recommended that this topic return to a future business meeting for further discussion.

#### (d) Resolution No. R-23-1799 authorizing the City Manager to purchase a 2023 Ford F150 4WD Truck, a replacement Parks and Recreation Department vehicle

Item "d" was mistakenly pulled from Consent Calendar, correct item that was to be pulled off Consent Calendar for further discussion was item "e".

**MOTION** made to approve Resolution No. R-23-1799 made by Councilor Schroff, seconded by Mayor Kelly. Motion carried, 7-0.



## PRELIMINARY

- (e) Resolution No. R-23-1800 authorizing the City Manager to purchase a 2023 Ford F150 Lighting, a replacement SWM vehicle and adjust the 2023 adopted budget to include this vehicle replacement

Discussion on the topic took place, no further action taken, item was previously approved through Consent Calendar.

### 11. ORDINANCES, RESOLUTIONS, AND MOTIONS

### 12. NEW BUSINESS

- (a) Ordinance No. O-23-792 reclassifying positions with the Public Works Department and amending the 2023-2024 salary schedule to add the reclassified positions and salary ranges commensurate with the classifications

**MOTION** made to approve Ordinance No. O-23-792 made by Councilor Burberry, seconded by Deputy Mayor Parnello. Motion carried, 7-0.

### 13. FOR THE GOOD OF THE ORDER:

- (a) New Executive Director – Maple Valley Food Bank

Councilor Schroff toured the Foodbank, met the new Executive Director Jon Cantalini and was very impressed with the work he's done so far.

- (b) Council Meetings

Mayor Kelly reminded Council there is no meeting on Monday, September 18<sup>th</sup> and asked Council to keep Monday nights free for special meetings and or longer meetings.

- (c) Recognizing Residents/Community Partners/Commissioners

Mayor Kelly mentioned staff have been working on certificates to recognize volunteers and would like Council assistant to hand them out before December recess.

- (d) Legislative Priorities

Mayor Kelly asked that this topic be brought to the September 25<sup>th</sup> meeting for discussion.

**MOTION** made to extend the meeting to 10:10 p.m. made by Deputy Mayor Parnello, seconded by Councilor Burberry. Motion carried, 7-0.

Councilor Schroff spoke about her Police ride along, what a positive experience it was and how much safer she feels since doing it.

Councilor Dawson mentioned that he attended the SCA networking dinner where the CEO of the FIFA World Cup Seattle was the keynote speaker.

### 14. PUBLIC COMMENT

### 15. ANNOUNCEMENT OF NEXT MEETING

SPECIAL BUSINESS MEETING  
SEPTEMBER 25, 2023 AT 6:00 P.M.  
LAKE WILDERNESS LODGE  
22500 SE 248<sup>TH</sup> STREET  
ZOOM MEETING INFORMATION TO FOLLOW



## PRELIMINARY

REGULAR BUSINESS MEETING  
SEPTEMBER 25, 2023 AT 7:00 P.M.  
LAKE WILDERNESS LODGE  
22500 SE 248<sup>th</sup> STREET  
ZOOM MEETING INFORMATION TO FOLLOW

### **16. EXECUTIVE SESSION**

- (a) Executive session to discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i)
- (b) Executive session to discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i)

Council convened into Executive Session at 9:40 p.m. for 30 minutes. No action taken.  
Council convened into open session at 10:10 p.m.

### **17. ADJOURNMENT:**

The meeting was adjourned at 10:10 p.m.

---

Andrew Dacuag  
City Clerk





P. O. Box 320 \* 22017 SE Wax Road \* Maple Valley, WA 98038

Phone: 425-413-8800 \* Fax: 425-413-4282

September 25, 2023

To: Mayor Kelly and City Councilors

From: Finance Department

Subject: Recommendation of Approval of Expenditures

**Background**

On September 20, 2023 the Council Finance Committee reviewed the following expenditures:

| TYPE           |                     | CHECK #                    | Accounts Payable |                |                      |                |
|----------------|---------------------|----------------------------|------------------|----------------|----------------------|----------------|
| Misc Reversals |                     |                            |                  |                |                      |                |
|                | AP Check Reversal   | 32864                      |                  |                |                      | \$ (37,408.74) |
|                |                     |                            |                  |                | Total Misc Reversals | \$ (37,408.74) |
| Vouchers       |                     |                            |                  |                |                      |                |
|                | 9/26/2023           |                            |                  |                |                      |                |
|                | A/P Checks          | 32966-33001                |                  |                | \$                   | 420,935.15     |
|                | Bank Drafts (Wires) | 905896-905932              |                  |                | \$                   | 58,285.16      |
|                | EFT's               | 953256-953278              |                  |                | \$                   | 407,345.54     |
|                |                     |                            |                  |                | Total Vouchers       | \$ 886,565.85  |
| Payroll        |                     |                            |                  |                |                      |                |
|                | 9/22/2023           |                            | EE Reimb         | Employee Share | City Share           |                |
|                | Direct Deposit      | 716612-716701 (EFT0000092) | 1,061.38         | 186,722.44     | \$                   | 186,722.44     |
|                | Payroll Checks      | 501621-501624              |                  | 995.39         | \$                   | 995.39         |
|                | Benefit EFT's       | 953255                     |                  | 615.85         | \$                   | 615.85         |
|                | Benefit Wire        | 905884-905895              |                  | 63,511.40      | 39,783.18            | \$ 103,294.58  |
|                |                     |                            | \$ 1,061.38      | \$ 251,845.08  | \$ 39,783.18         | \$ 291,628.26  |
|                |                     |                            |                  |                | Total Payroll        | \$ 291,628.26  |

On this 20th day of September 2023, I, the undersigned City Councilor, on behalf of the Finance Committee recommend the approval of the expenditures summarized above in the amount of: **\$ 1,140,785.37**

DocuSigned by:  
  
 78AE67A4E1DD475...

Syd Dawson

DocuSigned by:  
  
 886865CA91424E7...

Didem Pierson

DocuSigned by:  
  
 BB469195FB7747A...

Victoria Schreff

**Options**

1. Recommend approval of expenditures.
2. Pull items for further review.

**Recommendation**

Staff recommends Option No. 1.

**Attachment**

Vouchers Listings.

\*EFT0000088-91 were used for August LGIP transfers into the main checking account



City of Maple Valley

# Check Register

Packet: APPKT02582 - 2023 September 2nd Cycle

By Check Number

| Vendor Number                     | Vendor Name                          | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-----------------------------------|--------------------------------------|--------------|--------------|-----------------|----------------|--------|
| <b>Bank Code: AP BANK-AP BANK</b> |                                      |              |              |                 |                |        |
| 00101                             | BERK Consulting                      | 09/26/2023   | Regular      | 0.00            | 48,134.45      | 32966  |
| 00110                             | Black Diamond Auto Parts             | 09/26/2023   | Regular      | 0.00            | 131.53         | 32967  |
| 02434                             | Daniel M Pingrey                     | 09/26/2023   | Regular      | 0.00            | 1,198.16       | 32968  |
| 01918                             | Ewing Irrigation Products, Inc       | 09/26/2023   | Regular      | 0.00            | 592.08         | 32969  |
| 00899                             | Francotyp Postalla, Inc.             | 09/26/2023   | Regular      | 0.00            | 272.76         | 32970  |
| 02398                             | GMP Consultants LLC                  | 09/26/2023   | Regular      | 0.00            | 5,500.00       | 32971  |
| 02321                             | Greg R Victor                        | 09/26/2023   | Regular      | 0.00            | 2,246.55       | 32972  |
| 00368                             | Head-Quarters Portable Toilet, Inc.  | 09/26/2023   | Regular      | 0.00            | 1,755.00       | 32973  |
| 00388                             | ICMA                                 | 09/26/2023   | Regular      | 0.00            | 1,200.00       | 32974  |
| 00477                             | Johnson's Home & Garden              | 09/26/2023   | Regular      | 0.00            | 2,708.14       | 32975  |
|                                   | **Void**                             | 09/26/2023   | Regular      | 0.00            | 0.00           | 32976  |
| 02403                             | Jordan Bye                           | 09/26/2023   | Regular      | 0.00            | 764.40         | 32977  |
| 00498                             | King County Financial Management     | 09/26/2023   | Regular      | 0.00            | 259,558.88     | 32978  |
| 00501                             | King County Fleet Administrative Div | 09/26/2023   | Regular      | 0.00            | 641.73         | 32979  |
| 01853                             | King County Recorder's Office        | 09/26/2023   | Regular      | 0.00            | 415.00         | 32980  |
| 02431                             | Koby Hamill                          | 09/26/2023   | Regular      | 0.00            | 748.85         | 32981  |
| 02391                             | Maddalena Costanzo                   | 09/26/2023   | Regular      | 0.00            | 630.00         | 32982  |
| 00564                             | Maple Valley Fire & Life Safety (IF) | 09/26/2023   | Regular      | 0.00            | 4,536.00       | 32983  |
| 02266                             | Michele Pilon                        | 09/26/2023   | Regular      | 0.00            | 850.00         | 32984  |
| 02385                             | Mountain View Auto Supply Inc.       | 09/26/2023   | Regular      | 0.00            | 30.44          | 32985  |
| 02335                             | Mullet Moo LLC                       | 09/26/2023   | Regular      | 0.00            | 890.25         | 32986  |
| 00608                             | National Barricade Company, LLC      | 09/26/2023   | Regular      | 0.00            | 1,837.50       | 32987  |
| 00704                             | Prosecuting Attorney's Office (PAO)  | 09/26/2023   | Regular      | 0.00            | 57.31          | 32988  |
| 01519                             | Protect My Ministry, LLC             | 09/26/2023   | Regular      | 0.00            | 507.00         | 32989  |
| 00738                             | Regional Animal Services of KC-Pet L | 09/26/2023   | Regular      | 0.00            | 105.00         | 32990  |
| 00690                             | Rexel USA, Inc.                      | 09/26/2023   | Regular      | 0.00            | 444.24         | 32991  |
| 02432                             | Robert R Smith                       | 09/26/2023   | Regular      | 0.00            | 1,647.47       | 32992  |
| 00785                             | Sherwin-Williams                     | 09/26/2023   | Regular      | 0.00            | 417.30         | 32993  |
| 01027                             | Skyhawks Sports Academy Inc.         | 09/26/2023   | Regular      | 0.00            | 17,058.72      | 32994  |
| 02433                             | Steven Alexander Lysaght             | 09/26/2023   | Regular      | 0.00            | 1,123.28       | 32995  |
| 00844                             | Tahoma School District (IF)          | 09/26/2023   | Regular      | 0.00            | 13,685.06      | 32996  |
| 00885                             | TRM Wood Products Co, Inc.           | 09/26/2023   | Regular      | 0.00            | 186.44         | 32997  |
| 00907                             | Valley Communications Center         | 09/26/2023   | Regular      | 0.00            | 150.00         | 32998  |
| 01414                             | Walter E Nelson Co of Western WA     | 09/26/2023   | Regular      | 0.00            | 716.00         | 32999  |
| 00976                             | Wilbur-Ellis Co, Inc.                | 09/26/2023   | Regular      | 0.00            | 195.61         | 33000  |
| 02054                             | World Triathlon Corporation          | 09/26/2023   | Regular      | 0.00            | 50,000.00      | 33001  |
| 02392                             | Canon Financial Services, Inc.       | 09/26/2023   | Bank Draft   | 0.00            | 5,278.92       | 905896 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 744.40         | 905897 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 35.30          | 905898 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 51.73          | 905899 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 168.70         | 905900 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 51.73          | 905901 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 98.98          | 905902 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 2,198.23       | 905903 |
| 00208                             | Covington Water District             | 09/26/2023   | Bank Draft   | 0.00            | 389.23         | 905904 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 71.95          | 905905 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 53.83          | 905906 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 276.26         | 905907 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 10.89          | 905908 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 17.76          | 905909 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 186.27         | 905910 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 77.80          | 905911 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 74.71          | 905912 |
| 00715                             | Puget Sound Energy, Inc.             | 09/26/2023   | Bank Draft   | 0.00            | 131.29         | 905913 |

Check Register

Packet: APPKT02582-2023 September 2nd Cycle

| Vendor Number | Vendor Name                         | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|-------------------------------------|--------------|--------------|-----------------|----------------|--------|
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 64.02          | 905914 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 52.99          | 905915 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 727.02         | 905916 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 17.18          | 905917 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 70.09          | 905918 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 4,997.24       | 905919 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 119.05         | 905920 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 162.55         | 905921 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 2,362.17       | 905922 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 83.69          | 905923 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 9,299.87       | 905924 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 345.79         | 905925 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 179.05         | 905926 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 53.89          | 905927 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 964.31         | 905928 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 10.89          | 905929 |
| 00715         | Puget Sound Energy, Inc.            | 09/26/2023   | Bank Draft   | 0.00            | 72.53          | 905930 |
| 01011         | US Bank N. A.                       | 09/26/2023   | Bank Draft   | 0.00            | 350.00         | 905931 |
| 00819         | State of Washington Department of   | 09/26/2023   | Bank Draft   | 0.00            | 28,434.85      | 905932 |
| 00019         | Access Information Holdings, LLC    | 09/26/2023   | EFT          | 0.00            | 722.89         | 953256 |
| 00171         | City of Covington                   | 09/26/2023   | EFT          | 0.00            | 5,608.26       | 953257 |
| 01890         | Dace's Rock'n'More Music Academy    | 09/26/2023   | EFT          | 0.00            | 3,669.87       | 953258 |
| 00237         | Department of Ecology               | 09/26/2023   | EFT          | 0.00            | 500.00         | 953259 |
| 01729         | F.L.H. Inc                          | 09/26/2023   | EFT          | 0.00            | 3,948.00       | 953260 |
| 00350         | Greater Maple Valley Community Ce   | 09/26/2023   | EFT          | 0.00            | 24,232.42      | 953261 |
| 02056         | Grey Alexander Geppert              | 09/26/2023   | EFT          | 0.00            | 3,515.40       | 953262 |
| 00420         | James Oil Company, Inc.             | 09/26/2023   | EFT          | 0.00            | 3,253.87       | 953263 |
| 00530         | Lake Wilderness Golf Course         | 09/26/2023   | EFT          | 0.00            | 64,725.03      | 953264 |
| 00533         | Lakeside Industries, Inc.           | 09/26/2023   | EFT          | 0.00            | 200.19         | 953265 |
| 00544         | Light Loads Concrete, LLC           | 09/26/2023   | EFT          | 0.00            | 1,755.74       | 953266 |
| 00546         | Lighthouse Law Group, PLLC          | 09/26/2023   | EFT          | 0.00            | 41,112.00      | 953267 |
| 02427         | Long Painting Company               | 09/26/2023   | EFT          | 0.00            | 76,854.10      | 953268 |
| 01820         | Maple Valley Golf, LLC              | 09/26/2023   | EFT          | 0.00            | 10,278.71      | 953269 |
| 00570         | Maple Valley Plaza, LLC             | 09/26/2023   | EFT          | 0.00            | 32,516.70      | 953270 |
| 00649         | onMERIT Marketing, LLC              | 09/26/2023   | EFT          | 0.00            | 1,500.00       | 953271 |
| 00667         | Palmer Coking Coal Co.              | 09/26/2023   | EFT          | 0.00            | 62.95          | 953272 |
| 01515         | PBS Engineering & Environmental In  | 09/26/2023   | EFT          | 0.00            | 121,529.20     | 953273 |
| 01861         | Protime Sports Inc                  | 09/26/2023   | EFT          | 0.00            | 594.70         | 953274 |
| 01818         | Puget Sound Regional Fire Authority | 09/26/2023   | EFT          | 0.00            | 4,095.00       | 953275 |
| 00814         | Star Rentals, Inc.                  | 09/26/2023   | EFT          | 0.00            | 387.50         | 953276 |
| 00816         | State Auditor's Office              | 09/26/2023   | EFT          | 0.00            | 1,216.95       | 953277 |
| 00820         | State Treasurer                     | 09/26/2023   | EFT          | 0.00            | 5,066.06       | 953278 |

Bank Code AP BANK Summary

| Payment Type   | Payable Count | Payment Count | Discount | Payment    |
|----------------|---------------|---------------|----------|------------|
| Regular Checks | 83            | 35            | 0.00     | 420,935.15 |
| Manual Checks  | 0             | 0             | 0.00     | 0.00       |
| Voided Checks  | 0             | 1             | 0.00     | 0.00       |
| Bank Drafts    | 37            | 37            | 0.00     | 58,285.16  |
| EFT's          | 46            | 23            | 0.00     | 407,345.54 |
|                | 166           | 96            | 0.00     | 886,565.85 |

Fund Summary

| Fund | Name        | Period | Amount            |
|------|-------------|--------|-------------------|
| 900  | POOLED CASH | 9/2023 | 886,565.85        |
|      |             |        | <u>886,565.85</u> |

# Payment Reversal Register



City of Maple Valley

APPKT02577 - Check #32864

Payables Left To Pay Again

|                                |                                |                       |               |                |                     |  |
|--------------------------------|--------------------------------|-----------------------|---------------|----------------|---------------------|--|
| Vendor Set: 01 - Vendor Set 01 |                                |                       |               |                | Total Vendor Amount |  |
| Bank: AP BANK - AP BANK        |                                |                       |               |                | -37,408.74          |  |
| Vendor Number                  | Vendor Name                    |                       |               |                | Payment Amount      |  |
| <a href="#">00101</a>          | BERK Consulting                |                       |               |                | -37,408.74          |  |
| Payment Type                   | Payment Number                 | Original Payment Date | Reversal Date | Payment Amount |                     |  |
| Check                          | <a href="#">32864</a>          | 08/15/2023            | 08/15/2023    | -37,408.74     |                     |  |
| Payable Number:                | Description                    | Payable Date          | Due Date      | Payable Amount |                     |  |
| <a href="#">10773-06-23</a>    | 06/01/2023-06/30/2023 Services | 08/15/2023            | 08/15/2023    | 37,408.74      |                     |  |

Payment Reversal Register

Packet: APPKT02577 - Check #32864

Bank Code Summary

| Bank Code     | Canceled Payables | Payables Left To Pay Again | Total      |
|---------------|-------------------|----------------------------|------------|
| AP BANK       | 0.00              | -37,408.74                 | -37,408.74 |
| Report Total: | 0.00              | -37,408.74                 | -37,408.74 |





Date: September 25, 2023

To: Mayor Kelly and City Councilors

From: Dave Johnson, Parks & Recreation Director/Ass't City Manager

Subject: **Grant Application Authorization**

### ***Background***

Seeking authorization to apply for a \$98,000 grant through the Washington State Recreation and Conservation Office.

### ***Discussion***

The Recreation and Conservation Office (RCO) is offering a Local Parks Maintenance Program grant opportunity to help address deferred maintenance activities and projects in local agency parks. Grant applications can range from \$35,000 up to \$100,000. Staff attended the webinar trainings for the grant program and are interested in submitting a grant application. The application will be for equipment to help parks maintenance staff be able to address deferred maintenance activities and back-logged projects that they cannot perform efficiently or safely without the equipment. A requirement for the application process is authorization to apply via City Council resolution.

### ***Fiscal Impact***

There is no financial impact to the city for the grant application. However, if the grant funding is awarded and the equipment purchased, it would be added to the city's capital asset replacement plan and begin accruing annual funding for replacement at the end of useful life. It is anticipated that the annual funding would be approximately \$15,000.

### ***Recommendation***

Staff recommends the City Council approve Resolution No. R-23-1803 authorizing the City Manager to execute the RCO Local Parks Maintenance Program Applicant Authorization and Electronic Signature Form and submit an application for \$98,000 for the purchase of a mini-excavator with flail mower attachment for the Parks Department.

### ***Options***

1. Approve Resolution R-23-1803
2. Do not approve Resolution R-23-1803

3. Take some other action

***Attachments***

1. Resolution R-23-1803
2. RCO Local Parks Maintenance Program Applicant Authorization and Electronic Signature Form

# **CITY OF MAPLE VALLEY, WASHINGTON**

## **RESOLUTION NO. R-23-1803**

### **A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE THE RECREATION AND CONSERVATION OFFICE LOCAL PARKS MAINTENANCE PROGRAM APPLICANT AUTHORIZATION AND ELECTRONIC SIGNATURE FORM.**

WHEREAS, the Washington State Recreation and Conservation Office (RCO) is offering a grant funding opportunity through their Local Parks Maintenance Program to help address deferred maintenance in local agency's parks; and

WHEREAS, the grant program allows applications from \$35,000 to \$100,000 and purchasing equipment is an allowable request of the grant program; and

WHEREAS, the City of Maple Valley's Parks and Recreation department is interested in applying for grant funds to address deferred maintenance activities in the parks system; and

WHEREAS, staff have determined that the purchase of a mini-excavator with flail mower attachment would help address deferred maintenance activities and back-logged projects in the park system in a more efficient and safe manner; and

WHEREAS, RCO requires the agency submitting a grant application be authorized by Resolution to submit a grant application by signing the Applicant Authorization and Electronic Signature form.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, AS FOLLOWS:**

Section 1. Authorization – The City Manager is authorized to execute the RCO Local Parks Maintenance Program Applicant Authorization and Electronic Signature Form and submit a grant application for \$98,000 for the purchase of a mini-excavator and flail mower attachment for the Parks Department.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, AT A REGULAR MEETING THEREOF THIS 25TH DAY OF SEPTEMBER 2023.

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Sean P. Kelly, Mayor

ATTEST:

---

Andrew Dacuag, City Clerk

APPROVED AS TO FORM:

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Patricia Taraday, City Attorney



## Local Parks Maintenance Program Applicant Authorization and Electronic Signature

Organization Name (sponsor) City of Maple Valley

Resolution No. or Document Name \_\_\_\_\_

Project Number and Name 23-1710, Maple Valley Parks Maintenance Equipment Need

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS grant assistance is requested by our organization to aid in financing the cost of the Project referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

| Grant Document                                                                         | Routing Order | Name of Signatory and Title of Person Authorized to Sign | Email Address                   |
|----------------------------------------------------------------------------------------|---------------|----------------------------------------------------------|---------------------------------|
| Grant application (submission thereof)                                                 |               | Dave Johnson, P&R Director/Asst. City Manager            | Dave.Johnson@MapleValleyWA.gov  |
| Project contact (day-to-day administering of the grant and communicating with the RCO) |               | Robert Eaton, P&R Deputy Director                        | Robert.Eaton@MapleValleyWA.gov  |
| Agreement/amendment approver <sup>1</sup>                                              | 1             | Laura Philpot, City Manager                              | Laura.Philpot@MapleValleyWA.gov |
| Agreement/amendment approver                                                           | 2             |                                                          |                                 |
| Agreement/amendment approver                                                           | 3             |                                                          |                                 |
| Agreement/amendment approver                                                           | 4             |                                                          |                                 |
| RCO Grant Agreement signer <sup>2</sup>                                                |               | Laura Philpot, City Manager                              | Laura.Philpot@MapleValleyWA.gov |
| Agreement amendments signer <sup>2</sup>                                               |               | Laura Philpot, City Manager                              | Laura.Philpot@MapleValleyWA.gov |

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide updated documentation of authorized signers, if needed.

3. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
4. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
5. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
6. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
7. Our organization acknowledges that the grant will only be used for maintenance of local park property owned by our organization.
8. This resolution/authorization is deemed to be part of the formal grant application to the Office.
9. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises, and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed \_\_\_\_\_

Title **City Manager** \_\_\_\_\_ Date \_\_\_\_\_

On File at: **City of Maple Valley, City Hall Clerk's Office** \_\_\_\_\_

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:

Location: **Maple Valley, WA** \_\_\_\_\_ Date: \_\_\_\_\_

You may reproduce the above language in your own format; however, text may not change.



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<sup>1</sup> **Agreement/Amendment Approver:** refers to an individual or several individuals who review and approve the electronic document and contacts RCO if corrections are needed. The approver does not sign the document. You may add more than one approver but please designate the order for routing purposes.

<sup>2</sup> **RCO Grant Agreement/Agreement Amendments Signer:** refers to the individual who must officially sign the document with an electronic signature and may be required to enter data such as title, date, agency name, etc. into fields. The signer of Agreements may differ from the individual who is delegated to sign Amendment documents, but we can only accept one signature per document.

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September 25, 2023

To: Mayor Kelly and Councilors

From: Tawni Dalziel, P.E., Public Works and Community Development Director

**Subject: Amendment 1 to 2022 - 2023 Port of Seattle Economic Development Partnership Grant Agreement**

***Background***

In May 2022, the City entered into a grant agreement with the Port of Seattle as part of their Economic Development Partnership Grant program. The City was awarded \$53,000 to support the following Economic Development Commission work plan items:

- business survey
- business leakage study
- business marketing video

In addition, the Agreement included participation in the Port of Seattle's new Business Navigation Program which provided outreach to targeted businesses with personalized business development aid.

***Discussion***

In September 2023, the Port of Seattle contacted staff to request a reallocation of grant funds in the grant agreement. They had used other funds to support the Business Navigation Program and no longer needed partner cities to allocate grant monies towards this program. Amendment 1 to the Agreement provides for the reallocation of grant monies between the remaining grant deliverables.

***Financial Impact***

There is no financial impact to the City with the execute of Amendment 1 to the 2022-2023 Port of Seattle Economic Development Partnership Grant Agreement. The amount of the grant award the city will receive remains at \$53,000.

***Options***

1. Approve Resolution R-23-1804 which authorizes the City Manager to execute Amendment 1 to 2022-2023 Port of Seattle Economic Development Partnership Agreement with the Port of Seattle.
2. Do not approve Resolution R-23-1804.
3. Take some other action.

***Recommendation***

Approve Resolution R-23-1804 which authorizes the City Manager to execute Amendment 1 to 2022-2023 Port of Seattle Economic Development Partnership Agreement with the Port of Seattle.

***Attachments***

1. Resolution R-23-1804
2. 2022-2023 Port of Seattle Economic Development Partnership Agreement
3. Amendment 1

# **CITY OF MAPLE VALLEY, WASHINGTON**

## **RESOLUTION NO. R-23-1804**

### **A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE 2022-2023 ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT WITH THE PORT OF SEATTLE.**

WHEREAS, in May 2022, the City Council authorized the City Manager to execute the 2022-2023 Economic Development Partnership Agreement (“Agreement”) with the Port of Seattle; and

WHEREAS, the Agreement included grant monies to help fund the start-up of the Business Navigation Program; and

WHEREAS, the Port of Seattle has identified other funds to support the Business Navigation Program and has asked Maple Valley to reallocate grant funds; and

WHEREAS, Amendment 1 to the Agreement eliminates funding for the Business Navigation Program and reallocates funds to remaining grant deliverables; and

WHEREAS, the reallocation of funds maintains the Port of Seattle grant award in the amount of \$53,000; and

### **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Authorization. The City Manager is hereby authorized to execute Amendment 1 to the 2022-2023 Economic Development Partnership Agreement with the Port of Seattle.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25<sup>th</sup> DAY OF SEPTEMBER 2023.

---

Sean P. Kelly, Mayor

ATTEST:

---

Andrew Dacuag, City Clerk

**APPROVED AS TO FORM:**

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Patricia Taraday, City Attorney

## **ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT**

### **BETWEEN**

### **THE PORT OF SEATTLE AND CITY OF MAPLE VALLEY**

**S-00321087**

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This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Maple Valley ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

### **RECITALS**

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

**NOW**, THEREFORE the parties agree as follows:



1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.
2. Responsibilities of the Port. The Port shall contribute Fifty Three Thousand and 00/100 Dollars (\$53,000.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.
3. Responsibilities of the Agency.
  - 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
  - 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
  - 3.3 The Agency shall complete the Project no later than December 31, 2023
  - 3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2023
4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2023, unless earlier terminated under another provision of this Agreement.
5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.
6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.
7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties
8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.
9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the

extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages compensation benefits payable by or for the Agency, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the Agency expressly waives any immunity the Agency might have had under such laws. By executing this Agreement, the Agency acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The Agency shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. Comply with All Laws. The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. Integration. This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. No Employment Relationship Created. The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. No Entity Created. The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. Notices.

**Notices to the Port shall be sent to:**

Port of Seattle  
Economic Development Division  
P. O. Box 1209  
Seattle, WA 98111

**Notices to the Agency shall be sent to:**

City of Maple Valley  
22017 SE Wax Rd, Ste. 200  
Maple Valley, WA 98038

16. Audits and Retention of Records. The Agency in and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of

(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

**PORT OF SEATTLE**

By: Colby Wattling  
Buyer III

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Dated*

**CITY OF NORMANDY PARK**

By:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Dated*

## EXHIBIT A

1. **Project Description:** Summarize the project(s) you plan to implement and explain how project(s) address COVID-19 economic issues in your city. Include a brief description of the project goal(s) and summary of COVID-19 economic impacts being addressed.

The City of Maple Valley is seeking to take a multi-faceted approach to a post Covid business analysis to determine how we can assist small businesses, retain local businesses, and assist women and minority owned businesses.

The Small Business Outreach and Support Project will include a business survey, business leakage study, and a business marketing video. We intend the business survey and leakage study to provide data to inform the business marketing video.

### Business Survey

The business survey will survey the business community in Maple Valley to understand the needs of small businesses. We anticipate the results of the survey will address the following questions:

- How can we help minority, women owned, and small businesses?
- What skills are needed in our workforce development?
- What are changes in a post Covid business?

The business survey project will include the following tasks:

1. Review past surveys.
2. Coordinate with the Port of Seattle's Business Navigation Program which aims to conduct a survey of businesses with English as a second language.
3. Develop draft survey questions and review with the Port of Seattle Economic Development team.
4. Conduct survey.
5. Analyze results and produce a report with analysis and recommendations.
6. Use contact information from survey to inform Port of Seattle's Business Navigation Program in 2023.

### Business Leakage Study

A business leakage study will analyze commerce data and trends from 2017 to current, with special attention to COVID 19 economic issues. The study will inform how the city can support local businesses including small businesses and women and minority owned businesses.

Business Leakage Study will include the following tasks:

1. Purchase one-year subscription to access Placer software platform, or equivalent commerce software. This platform will provide commerce data to inform the business leakage study.
2. Analyze data on city demographics and answer the following questions:
  - Provide basic demographics on Maple Valley residents.
  - Where do residents work?
  - What anchor stores outside of Maple Valley do they frequent?
  - What are some specialty businesses that would have a good market in Maple Valley?

3. Analyze data from 2017 to 2021 for the following city events – Fourth of July, Maple Valley Days, Farmer's Market, swim program, Ironman. Compare attendance each year to understand trends and answer the below questions. Meet with Parks Department to discuss if other events should be analyzed.
  - Who comes to these city sponsored events?
  - Do they frequent Maple Valley businesses during their trip?
  - For Ironman, look at weekends before, during, and after event to look at where visitors went while in the city.
  - Should we ask businesses in Maple Valley to partner with us on Ironman by giving out free bucks coupons to spend in Maple Valley businesses during Ironman events and other city events?
  - How has COVID 19 affected these events and businesses in Maple Valley?
4. Analyze what businesses would do well in future Downtown, Summit Place, and redevelopment areas. Outreach to Chamber of Commerce to determine data that would be beneficial to local businesses. The work should be able to answer the following questions.
  - What types of businesses would do well in the above locations?
  - Why would small businesses want to stay or move to Maple Valley?

#### Business Marketing Video

A marketing video will be produced using the data and analysis from the business survey and business leakage study. The marketing video will target small businesses and provide business retention.

2. **Project Scope of Work:** Outline project title or components, economic impacts of COVID-19 the project is addressing, project goals, project deliverables, and metrics (measurable outcomes) using the table below. View Appendix B for sample metrics, measures of success, and data sources. The table is used in the agreement between the Port of Seattle and each city.

| Project Category: Business Survey and Business Navigation Program |                                 |                                                                               |                                                                                                                              |                                                                                                                                         |
|-------------------------------------------------------------------|---------------------------------|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Project Goal(s)                                                   | Timeline (Start and end dates): | Actions                                                                       | Project metrics                                                                                                              | Project outcomes/deliverables                                                                                                           |
| Determine small business needs                                    | June 2022-September 2022        | Conduct local business surveys to assist women and minority owned businesses  | <ul style="list-style-type: none"> <li>• Amount of survey participation</li> <li>• Number of businesses contacted</li> </ul> | <ul style="list-style-type: none"> <li>• Published survey results</li> <li>• Report with survey analysis and recommendations</li> </ul> |
| Port of Seattle Business Navigation Program                       | Jan 2023 to Dec 2023            | Work with Port of Seattle to identify target businesses to provide assistance | <ul style="list-style-type: none"> <li>• Number of businesses the Program provides assistance to</li> </ul>                  | <ul style="list-style-type: none"> <li>• Businesses use resources provided by Business Navigation Program</li> </ul>                    |

**Project Category: Leakage Study and University of Washington Analysis**

| Project Goal(s)                                              | Timeline (Start and end dates): | Actions                                                                                                                                                                                                                                                                                                                                 | Project metrics                                                                                                                                                                                                              | Project outcomes/deliverables                                                                                                                  |
|--------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Collection of data and an analysis of Maple Valley commerce. | April 2022 – April 2023         | <ul style="list-style-type: none"> <li>• Learn how to obtain data from the commerce software</li> <li>• Analyze commerce data for Maple Valley demographics</li> <li>• Analyze data for Maple Valley sponsored events</li> <li>• Analyze data for future Downtown and Summit Place subareas to outreach to small businesses.</li> </ul> | <ul style="list-style-type: none"> <li>• At least one professional should understand how to obtain data from the commerce software</li> <li>• Provide written report deliverable that addresses analysis actions.</li> </ul> | <ul style="list-style-type: none"> <li>• Full analysis of Maple Valley economic leakage as assessed by the University of Washington</li> </ul> |

**Project Category: Business Marketing Video**

| Project Goal(s)                                                                                                                 | Timeline (Start and end dates): | Actions                                                                                             | Project metrics                                                                                                                        | Project outcomes/deliverables                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Use data from the survey and leakage study to target small businesses via video addressing why they should stay in Maple Valley | January 2023 – May 2023         | Create a video for local businesses in order to attract and retain small businesses in Maple Valley | <ul style="list-style-type: none"> <li>• Number of views of the video</li> <li>• Participation of existing small businesses</li> </ul> | <ul style="list-style-type: none"> <li>• A professionally created video to market to and retain small businesses in Maple Valley</li> </ul> |

3. **Connection to Port of Seattle interests:** Explain how your project benefits the Port of Seattle and ties to the Port's business interests?

The Small Business Outreach and Support Project will include a business survey, business leakage study, and a business marketing video. We intend the business survey and leakage study to provide data to inform the business marketing video and participate in the Port of Seattle's Business Navigation Program. This video seeks to retain

existing small businesses and market new businesses to Maple Valley. The Port of Seattle’s Business Navigation Program will provide professionals to reach out to individual businesses to provide resources.

4. **Project Budget:** Identify each project budget category, total funds (including the monetary value of in-kind resources), Port of Seattle funds and City monetary and in-kind matching funds. Include the total funds from each column in the second to last row. Include the percentage contributions to the Port of Seattle’s contribution in the last row. This table is used in the agreement between the Port of Seattle and each city.

| Project:                                       | Project Category<br>(Please select one of the categories provided) | Port of Seattle Funds Awarded: | City Monetary Matching Funds: | City In-kind Matching Funds: | Total Funds (Including In-Kind): |
|------------------------------------------------|--------------------------------------------------------------------|--------------------------------|-------------------------------|------------------------------|----------------------------------|
| Business Survey                                | Small Business Assistance                                          | \$100                          | \$9,900                       |                              | \$10,000                         |
| Business Navigation Program                    | TCPN                                                               | \$9,500                        | 0                             |                              | \$9,500                          |
| Business Leakage Study                         | Buy Local/ Placemaking                                             | \$33,400                       | \$16,600                      |                              | \$50,000                         |
| Business Marketing Video                       | Buy Local/ Placemaking                                             | \$10,000                       | \$0                           |                              | \$10,000                         |
| <b>Total Funds:</b>                            |                                                                    | <b>\$53,000</b>                | <b>\$26,500</b>               |                              | <b>\$79,500</b>                  |
| <b>Percentage contribution to Port Funds*:</b> |                                                                    | <b>100%</b>                    | <b>50%</b>                    |                              |                                  |
|                                                |                                                                    |                                |                               |                              |                                  |

\*City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle funds awarded. In-kind resources can only be used for up to 25 percent of the grant award amount. See program guidelines for more details.

5. **Collaboration with partners:** Please identify any community organizations (chamber of commerce, neighborhood associations, Small Business Development Centers, SCORE, Greater Seattle Partners, etc.) you plan to work with to complete all or part of your project(s)?
- Port of Seattle Economic Development Center
  - Maple Valley/Black Diamond Chamber of Commerce
  - Maple Valley Economic Development Commission
6. **Use of consultants or contractors:** If you plan to use consultants or contractors to complete all or part of the project, please identify the firm or type of firm you plan to hire for this project.
- Specialist
  - Placer Commerce Software
  - University of Washington Professor Ali Modarres
  - Local video producer (TBD)
  - Surveying Consultant (TBD)



## CONTRACT AMENDMENT

|                                                                                                                      |                                                                                 |                                                     |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------|
| AMENDMENT NO:<br><b>1</b>                                                                                            | CONTRACT NUMBER:<br><b>S-00321087</b>                                           | CONTRACT TITLE:<br><b>Economic Dev. Partnership</b> |
| NAME AND ADDRESS OF CONTRACTOR/VENDOR:<br>City of Maple Valley<br>22017 SE Wax Rd Ste. 200<br>Maple Valley, WA 98038 | ISSUED BY:<br>Port of Seattle<br>2711 Alaskan Way, Pier 69<br>Seattle, WA 98121 | AMENDMENT DESCRIPTION<br><b>Budget Update</b>       |

### DESCRIPTION OF AMENDMENT:

1. Amendment History:

| Contract Cost Recap           | Amendment # | Amount      |
|-------------------------------|-------------|-------------|
| Original Contract Value       | N/A         | \$53,000.00 |
| Previous Amendments           | N/A         | \$0         |
| This Amendment                | 1           | \$0         |
| Total Current Contract Amount |             | \$53,000.00 |

2. The purpose of this amendment is to update the budget table. The City of Maple Valley will shift \$9,500 from the "Business Navigation Program" to support their "Business Leakage Study"

| Project:                                       | Project Category<br>(Please select one of the categories provided) | Port of Seattle Funds Awarded: | City Monetary Matching Funds: | City In-kind Matching Funds: | Total Funds (Including In-Kind): |
|------------------------------------------------|--------------------------------------------------------------------|--------------------------------|-------------------------------|------------------------------|----------------------------------|
| Business Survey                                | Small Business Assistance                                          | \$0                            | \$9,980                       |                              | \$9,980                          |
| Business Leakage Study                         | Buy Local/ Placemaking                                             | \$43,500                       | \$23,295                      |                              | \$66,795                         |
| Business Marketing Video                       | Buy Local/ Placemaking                                             | \$9,500                        | \$0                           |                              | \$9,500                          |
| <b>Total Funds:</b>                            |                                                                    | <b>\$53,000</b>                | <b>\$33,275</b>               |                              | <b>\$86,275</b>                  |
| <b>Percentage contribution to Port Funds*:</b> |                                                                    | <b>100%</b>                    | <b>63%</b>                    |                              |                                  |

Except as provided herein, the above referenced contract remains unchanged and in full force and effect.

|                                                                                                                                        |      |                                                                                                 |      |
|----------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------------------------------------------------------------------------|------|
| CONTRACTOR/VENDOR: NAME AND TITLE OF SIGNER <i>(Type or print)</i><br>Tawni Dalziel<br>Director – Public Works & Community Development |      | PORT OF SEATTLE: NAME AND TITLE OF SIGNER <i>(Type or print)</i><br>Colby Wattling<br>Buyer III |      |
| CONTRACTOR/VENDOR SIGNATURE:                                                                                                           | DATE | PORT OF SEATTLE SIGNATURE                                                                       | DATE |
| <i>(Signature of person authorized to sign)</i>                                                                                        |      | <i>(Signature of person authorized to sign)</i>                                                 |      |



**City Council  
Agenda Item Recap  
9/25/23**

**Item:** Puget Sound Regional Fire Authority Interlocal Agreement

**Staff Contact:** Tawni Dalziel, Public Works and Community Development Director

**Presentation Date(s):**

7/24/23 Introduction to Puget Sound Regional Fire Authority Interlocal Agreement

**Status/Council Direction:**

On July 24, 2023, staff introduced a discussion with Council on a proposed interlocal agreement with Puget Sound Regional Fire Authority. Council agreed the proposed agreement was in the best interest to continue the City's partnership with PSRFA and maintain fire review and inspections.

**Recommended Action:** Staff requests Council approve Resolution O-23-1805 authorizing the City Manager to enter into an Interlocal Agreement with Puget Sound Regional Fire Authority related to community risk reductions services that include fire review and inspection.

**Attachments:**

1. Council memo dated July 24, 2023
2. Resolution O-23-1805
3. Interlocal Agreement (Exhibit 1 to Resolution O-23-1805)
4. Fire Code Fees (Exhibit 2 to Resolution O-23-1805)



July 24, 2023

To: Mayor Kelly and Councilors  
From: Tawni Dalziel, P.E., Director Public Works and Community Development  
Subject: **Puget Sound Regional Fire Authority – Interlocal Agreement**

### ***Background***

In 1997, the city of Maple Valley (City) and King County Fire District 43 (Fire District) entered into an agreement to provide permit review, permit inspections, and annual existing occupancy fire inspections (Attachment 1). In 2018, the Fire District and Puget Sound Regional Fire Authority (Puget Sound Fire) entered into an agreement to assign Puget Sound Fire as Maple Valley's service provider (Attachment 2). Puget Sound Fire's service range includes cities of Kent, Tukwila, Seatac, Covington, Maple Valley, and Fire Districts 37 and 43.

### ***Discussion***

The processes in place for billing are inefficient, cumbersome to the city's Finance Department, and does not allow Puget Sound Fire to meet their anticipated annual expenses. A new agreement with Puget Sound Fire is proposed (Attachment 3). The new agreement shifts the processes by which Puget Sound Fire invoices and collects monies for their inspection services as follows:

#### Existing Process – Hourly Rate Structure

For building permit review, the current process is for the City to charge applicants an hourly rate for fire review. Prior to building permit issuance, applicants are required to pay the fire review fee. The City passes this money back to Puget Sound Fire.

For land use project reviews and building permit inspections, Puget Sound Fire invoices the City an hourly rate of \$90/hour which the City, in turn, bills the applicant at \$100/hr. The \$10 difference covers additional City administrative costs.

For business operations annual fire inspections, Puget Sound Fire invoices the City an hourly rate of \$90/hour which the City, in turn, bills the business. When the business pays the City, the City issues the permit to the business.

#### Proposed Process – Building Valuation Based and Per Permit Item Structure

For building permit review, staff proposes that the City charge applicants using a building valuation method. This method is similar to the method the City uses for building permit review and inspection where an estimate is provided on the value of the building improvements and costs are

derived from a valuation table. The proposed rates are shown in Attachment 4 and would be similar with rates the cities of Kent, Tukwila, Seatac, and Covington utilize. These fees would be collected by the City prior to building permit issuance.

For land use permit review and building permit inspections, Puget Sound Fire would no longer charge an hourly rate. The costs for fire review and inspection would be captured in the building permit fire fees.

For business operations annual fire inspections, Puget Sound Fire proposes to move to a per “permit item” cost of \$150 per permit item for fire operational permits. Examples of “permit items” include, but are not limited to, flammable and combustible liquids, cutting and welding, industrial ovens, LP gas, repair garages, etc.

Table 1 shows examples of the nominal changes in annual cost to Tahoma School District and City owned facilities:

Table 1. Examples of annual cost difference for fire operational permits

| Business               | Location                   | Endorsement Number | 2020   | 2021   | Two Year Average | Proposed Amount | Difference based on average |
|------------------------|----------------------------|--------------------|--------|--------|------------------|-----------------|-----------------------------|
| City of Maple Valley   | Public Works Shop          | 2                  | 100.00 | 150.00 | 125.00           | 300.00          | 175.00                      |
| City of Maple Valley   | Lake Wilderness Lodge      | 1                  | 150.00 | 125.00 | 137.50           | 150.00          | 12.50                       |
| Tahoma School District | Lake Wilderness Elementary | 1                  | 225.00 | 150.00 | 187.50           | 150.00          | (37.50)                     |
| Tahoma School District | Glacier Park Elementary    | 1                  | 225.00 | 200.00 | 212.50           | 150.00          | (62.50)                     |
| Tahoma School District | Rock Creek Elementary      | 1                  | 400.00 | 125.00 | 262.50           | 150.00          | (112.50)                    |
| Tahoma School District | District Building          | 1                  | 225.00 | 100.00 | 162.50           | 150.00          | (12.50)                     |
| Tahoma School District | Tahoma High School         | 8                  | 625.00 | 325.00 | 475.00           | 1,200.00        | 725.00                      |

Puget Sound Fire proposes to collect these fees at the time of inspection and issue fire operational permits directly to businesses when paid. They would pass through these collected fees back to the City without an administrative fee. Additional charges would be issued to businesses for excessive re-inspections needed to gain code compliance.

#### Other Interlocal Agreement Clauses

The proposed agreement includes provisions for addressing and records retention not currently required by the 1997 Interlocal Agreement with the Fire District.

#### ***Fiscal Impact***

The proposed Interlocal Agreement with Puget Sound Fire provides for an annual billing of \$20,000 in years 2023 and 2024 that matches with the City’s adopted budget for expenses to Puget Sound Fire. In future years, the cost would increase based on the percentage of use of Puget Sound Fire

time and their full cost of operation. This would provide 100% cost recovery for Puget Sound Fire. Currently, the City uses approximately 8% of the capacity of Puget Sound Fire's resources. The estimated annual fee in 2025 is estimated to be \$240,000 with actual fee determined by the total operating costs of PSF and the city's percentage of time used based on a three year average of permits. The Agreement requires Puget Sound Fire to notify the City by August of each year on the next year's annual charge.

The proposed fire permit valuation would increase the costs for building permits, but it is expected that these costs would cover the annual fee for use of Puget Sound Fire services. Staff has evaluated both 2022 fire operational permits and building permits using the proposed rates and permit valuation table. Fees collected would be approximately \$200,000. Based on future 2023 and 2024 fire permits, staff will be able to amend the fire permit valuation table to cover the approximate cost of the anticipated 2025 Puget Sound Fire Fee.

Staff also compared existing and proposed costs for fire permits for a new single family residential and our latest commercial development (Bonaventure senior housing development). Under existing fees, fire permit costs associated with a single family residential home is \$583 and under the proposed valuation, it would increase to \$3217. For a development like Bonaventure, fire permit costs were \$5698 and under the proposed valuation, the fire fees would increase to \$66,842.

Additionally, staff investigated the potential of hiring an in-house City Fire Marshal. A full time FTE would cost the City approximately \$180,000 (salary, benefits, IT, office space). The Fire Chief would have to deputize the Fire Marshal. According to the 2018 Interlocal between the Puget Sound Fire and Fire District 43, the Fire Marshal's position is allocated \$216,091.

### ***Options***

1. Authorize the City Manager to sign an Interlocal Agreement with Puget Sound Regional Fire Authority. The proposed ILA with PSF would be followed up by termination of the 1997 ILA with Fire District 43 and allow the PSF to fully fund their administrative work with all service range agencies while increasing rates for Maple Valley fire permits.
2. Do not authorize the City Manager to sign an Interlocal Agreement with Puget Sound Regional Fire Authority. The 1997 ILA with Fire District 43 would remain in place and the City would continue to pass through hourly rates to Puget Sound Fire.
3. Some other action.

### ***Attachments***

1. 1997 Interlocal Agreement between City of Maple Valley and Fire District 43
2. 2018 Interlocal Agreement between Fire District 43 and Puget Sound Regional Fire Authority
3. Proposed Interlocal Agreement between City of Maple Valley and Puget Sound Regional Fire Authority
4. Proposed fire valuation table for building permits

# **CITY OF MAPLE VALLEY, WASHINGTON**

## **RESOLUTION NO. R-23-1805**

### **A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH PUGET SOUND REGIONAL FIRE AUTHORITY RELATED TO COMMUNITY RISK REDUCTION SERVICES.**

WHEREAS, in 1997, the city of Maple Valley (City) and King County Fire District 43 (Fire District) entered into an agreement to provide permit review, permit inspections, and annual existing occupancy fire inspections; and

WHEREAS, in 2018, the Fire District and Puget Sound Regional Fire Authority (Puget Sound Fire) entered into an agreement to assign Puget Sound Fire as Maple Valley's service provider; and

WHEREAS, Puget Sound Fire and the City are public agencies as defined by Ch. 39.34 of the Revised Code of Washington ("RCW"), and are authorized to enter into interlocal agreements on the basis of mutual advantage and to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Puget Sound Fire maintains a professional fire and life safety division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations "Community Risk Reduction Services;" and

WHEREAS, Puget Sound Fire has statutory authority to provide Community Risk Reduction Services pursuant to RCW 52.26.090(3); and

WHEREAS, the City desires to use Puget Sound Fire's Community Risk Reduction Services to assist the City in managing the City's responsibilities under Washington State Law.

### **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Authorization. The City Manager is hereby authorized to execute an Interlocal Agreement with Puget Sound Regional Fire Authority as shown in Exhibit 1. A copy of the ILA has been filed with the City Clerk and identified with Clerk's Receiving No. \_\_\_\_\_.

Section 2. Authorization. The City Manager is hereby authorized to amend fire review fees as shown in Exhibit 2 in the 2024 Development Fee Schedule anticipated to be adopted with a January 1, 2024 effective date.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY,  
WASHINGTON, AT A REGULAR MEETING THEREOF ON THIS 25<sup>th</sup> DAY OF  
SEPTEMBER 2023.

CITY OF MAPLE VALLEY

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Mayor Sean Kelley

ATTEST/AUTHENTICATED:

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Andrew Dacuag, City Clerk

Approved as to form:

---

Patricia Taraday, City Attorney



## COMMUNITY RISK REDUCTION SERVICES INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between Puget Sound Regional Fire Authority (“Puget Sound Fire”), and the undersigned city (“City”).

### RECITALS

1. Puget Sound Fire and the City are public agencies as defined by Ch. 39.34 of the Revised Code of Washington (“RCW”), and are authorized to enter into interlocal agreements on the basis of mutual advantage and to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and
2. Puget Sound Fire maintains a professional fire and life safety division that regularly performs administration of the fire code and conducts inspections, plan reviews, and/or fire investigations “Community Risk Reduction Services;” and
3. Puget Sound Fire has statutory authority to provide Community Risk Reduction Services pursuant to RCW 52.26.090(3); and
4. The City desires to use Puget Sound Fire’s Community Risk Reduction Services to assist the City in managing the City’s responsibilities under Washington State Law.

### AGREEMENT

NOW THEREFORE, in consideration of the terms and provisions contained herein, it is agreed between Puget Sound Fire and the City as follows:

#### 1. Definitions.

**1.1. City Point of Contact.** The city representative designated in writing by the City’s CEO to be the primary contact with the Puget Sound Fire’s Fire Marshal and Fire Chief.

**1.2. Fire Chief.** The appointed Fire Chief of Puget Sound Fire.

**1.3. Community Risk Reduction Services.** The services identified on Exhibit A to this Agreement.

**1.4. Fire Marshal.** The Fire Marshal designated by Puget Sound Fire to be the responsible official for providing the Community Risk Reduction Services.

2. **Services.** It is the purpose of this Agreement to establish the framework to allow Puget Sound Fire to perform the Community Risk Reduction Services set forth in **Exhibit A** as required by the City to fulfill its statutory obligations to provide the Community Risk Reduction Services to its citizens.

3. **Compensation.** In consideration of this Agreement and the services provided, the City will compensate Puget Sound Fire in the amounts set forth in **Exhibit B** and pursuant to the formulae contained in **Exhibit D**.
4. **Administration of Agreement.** To carry out the purpose of this Agreement, a two-person board is hereby created to administer this Agreement (“Administrative Board”). The Administrative Board shall consist of the Fire Chief for the Puget Sound Fire and the Agency City CEO. The Administrative Board shall meet no less than one time per year to discuss the performance of the obligations of Puget Sound Fire and the City pursuant to this Agreement. The Administrative Board may, at its discretion and by mutual agreement, develop policies and procedures to aid in the implementation of this Agreement. The Administrative Board may also modify the terms of the Exhibits without further approval from the Parties legislative bodies.
5. **Designation of Fire Chief and Fire Marshal.** For the purposes of enforcement of federal, state, and City laws relating to the provision of the Community Risk Reduction Services and for the purposes of complying with federal and state grant programs or any other programs which relate to the provision of Community Risk Reduction Services, the City hereby designates the Fire Chief of Puget Sound Fire as the City’s Fire Chief, and Puget Sound Fire’s Fire Marshal as the City’s Fire Marshal and Fire Code Official. Notwithstanding the preceding designations, the Fire Chief and Fire Marshal shall remain employees of Puget Sound Fire and Puget Sound Fire shall retain absolute discretion over all employment decisions relating to the Fire Chief and Fire Marshal.
6. **Communications.** The Fire Marshal will use reasonable efforts to keep the City’s Point of Contact informed and apprised of problems and/or circumstances arising from the provision of Community Risk Reduction Services. The City’s Point of Contact will use reasonable efforts to keep the Fire Marshal informed and apprised of circumstances within the City’s jurisdiction that impact or affect the Community Risk Reduction Services.
7. **Fire Code Administration/Standardization.** The City is responsible for adopting the Washington State Fire Code as amended by the City. The City’s local code amendments shall be adopted in consultation with the Fire Marshal. Puget Sound Fire provides Community Risk Reduction Services to multiple Cities and is working with each City to standardize the adoption, review, and enforcement of the Fire Code on a regional basis. The City agrees to work with Puget Sound Fire to adopt Fire Code and design standards that are consistent and uniform across the jurisdictions served by Puget Sound Fire.
8. **Fire Code Enforcement.** Subject to the Fire Marshal’s role as defined in **Exhibit A**, the City shall be responsible for taking any action to enforce the provisions of the City’s adopted Fire Code. The City shall be fully responsible for bringing any cause of action before any court, hearing examiner, board, committee, or other body empowered to determine responsibility for violations of the City’s Fire Code and shall be responsible for pursuing and collecting any fines, penalties, compliance, and abatement. Puget

Sound Fire employees and agents that provide the Fire Marshal services will cooperate with and be available for all City enforcement actions.

**9. Records.** Records generated pursuant to this Agreement shall be managed in accordance with **Exhibit C**.

**10. Duration.** This Agreement shall become effective on the date specified in **Exhibit A**, and shall remain in full force and effect until the Agreement is terminated in accordance with Section 11.

## **11. Termination.**

**11.1.** Termination by Notice. Either party may terminate this Agreement by providing the other party with 365 days advance written notice of an intent to terminate or renegotiate. If the Notice is requesting renegotiation the parties must reach agreement on the renegotiated terms within 180 days of the Notice or the Agreement will terminate on the 365<sup>th</sup> day following the Notice.

**11.2.** Termination by Mutual Written Agreement. This Agreement may be terminated at any time by mutual written agreement of the parties.

**11.3.** Termination for Breach. Puget Sound Fire may terminate this Agreement with fourteen (14) days advance written notice upon the failure of the City to make payments as required by this Agreement. The City may terminate this Agreement upon fourteen (14) days advance written notice in the event Puget Sound Fire fails to provide services as required in this Agreement. Prior to termination for Breach, the party claiming breach must provide written notice to the breaching party stating the basis of the breach and the party receiving notice shall have 14 calendar days in which to cure the breach before Notice of Termination can be provided.

## **12. Indemnification and Hold Harmless.**

**12.1.** Agency agrees to defend, indemnify, and hold harmless Puget Sound Fire and each of its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by the City or any of its employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by the City or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this Agreement is not enforceable.

**12.2.** Puget Sound Fire agrees to defend, indemnify, and hold harmless the City and each of its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising out of any negligent or tortious actions or inactions by Puget Sound Fire or any of its

employees, officials, agents, or volunteers, while acting within the scope of the duties required by this Agreement. All costs, including but not limited to attorney's fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, etc., shall be paid by Puget Sound Fire or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable.

**12.3.** It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under industrial insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The parties further acknowledge that they have mutually negotiated this waiver.

**13. Insurance.** Puget Sound Fire and the City shall carry and maintain, for the duration of this Agreement, general liability, automobile liability, property damage, and errors and omissions insurance coverage with an admitted carrier for the state of Washington.

**14. Dispute Resolution.** Prior to any other action, the parties shall meet and attempt to negotiate a resolution to such dispute.

**14.1.** Mediation. If the parties are unable to resolve a dispute regarding this Agreement through negotiation, either party may demand mediation through a process to be mutually agreed to in good faith between the parties within 30 days. The parties shall share equally the costs of mediation and each party shall be responsible for their own costs in preparation and participation in the mediation, including expert witness fees and reasonable attorney's fees.

**14.2.** Arbitration. If a mediation process cannot be agreed upon or if the mediation fails to resolve the dispute then, within 30 calendar days, either party may submit the dispute to arbitration according to the procedures of the Superior Court Rules for Mandatory Arbitration, including the Local Mandatory Arbitration Rules of the King County Superior Court, King County, Washington, as amended, unless the parties agree in writing to an alternative dispute resolution process. The arbitration shall be before a disinterested arbitrator selected pursuant to the Mandatory Arbitration Rules with both parties sharing equally in the cost of the arbitrator. The location of the arbitration shall be mutually agreed or established by the assigned Arbitrator, and the laws of Washington will govern its proceedings. Each party shall be responsible for its own costs in preparing for and participating in the arbitration, including expert witness fees and reasonable attorney's fees.

**14.3.** Judicial. Following the arbitrator's issuance of a ruling/award, either party shall have 30 calendar days from the date of the ruling/award to file and serve a demand for a bench trial de novo in the King County Superior Court. The court shall determine all questions of law and fact without empaneling a jury for any purpose. If the party demanding the trial de novo does not improve its position

from the arbitrator's ruling/award following a final judgment, that party shall pay all costs, expenses and attorney fees to the other party, including all costs, attorney fees and expenses associated with any appeals.

- 14.4.**     Final Remedy. Unless otherwise agreed in writing, this dispute resolution process shall be the sole, exclusive and final remedy to or for either party for any dispute regarding this Agreement, and its interpretation, application or breach, regardless of whether the dispute is based in contract, tort, any violation of federal law, state statute or local ordinance or for any breach of administrative rule or regulation and regardless of the amount or type of relief demanded.

## **15. Miscellaneous.**

- 15.1.**     Ownership of Property. The parties to this Agreement do not contemplate the acquisition of any jointly owned property to carry out the purposes of this Agreement. Any property owned by Puget Sound Fire shall remain the property of the Puget Sound Fire and any property owned by the City shall remain the property of the City.
- 15.2.**     Non-Waiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
- 15.3.**     Assignment. Any assignment of this Agreement by either party without the prior written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.
- 15.4.**     Non-Exclusive. The parties recognize that Puget Sound Fire may enter additional interlocal agreements with other government agencies for the performance of the work called for in this Agreement. The parties also recognize that Puget Sound Fire may become a party to an interlocal agency in conjunction with other King county municipalities for the purpose of performing the work called for in this Agreement. The City agrees that by signing this Agreement, the performance of the work called for in this Agreement may be performed by an interlocal agency in which Puget Sound Fire is a party, and that personnel who are employed by jurisdictions other than the Puget Sound Fire which are a party to that other interlocal agreement may perform the work called for in this Agreement; provided that all other terms of this Agreement shall apply to the performance of the work in Agency.
- 15.5.**     Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a

duly authorized representative of each party and subject to ratification by the legislative body of each party.

- 15.6.**      Compliance with Laws. Each party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.
- 15.7.**      Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.
- 15.8.**      Amendments. The Fire Chief and the City CEO may agree to amendments of Exhibit A without obtaining further approval from Puget Sound Fire's or the City's legislative bodies.
- 15.9.**      Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 15.10.**     Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the party who prepared the Agreement shall not apply.
- 15.11.**     Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

**City of Maple Valley:**

**Puget Sound Fire:**

By:\_\_\_\_\_

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Print Name:\_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

DATE:\_\_\_\_\_

DATE:\_\_\_\_\_

**NOTICES TO BE SENT TO:**

**NOTICES TO BE SENT TO:**

## EXHIBIT A

### ILA EFFECTIVE DATE \_\_\_\_\_

1. **Community Risk Reduction Administration Services Provided to City.** Puget Sound Fire shall provide the following Community Risk Reduction Administration Services to the City:
  - 1.1. Manage and supervise Community Risk Reduction Division personnel.
  - 1.2. Administer Community Risk Reduction Division programs and activities to include inspections, plan review, code enforcement, billing, assessment and collection of fees, and document management.
  - 1.3. Creation and adoption of policies, procedures, rules, and regulations to clarify the application of the codes.
  - 1.4. Creation and development of forms, letters, and other documents to assist in the application of codes and code compliance.
  - 1.5. Interpretations of fire codes.
  - 1.6. Approve materials, equipment, and devices used in construction, and the methods of construction to the extent that approval is authorized by applicable codes.
  - 1.7. Provide for public access to the Community Risk Reduction Division.
  - 1.8. Perform finance functions to include invoicing and/or billing of assessed fire code related fees.
  - 1.9. Document management within the Community Risk Reduction Division; to include fulfilling public record requests.
  - 1.10. Issue fire code operational permits.
  - 1.11. Resolve code complaints or inquiries from the public.
  - 1.12. Schedule and conduct fire code enforcement and permit inspections for developers or contractors and coordinate with the City's Building Division on these inspections as needed.
  - 1.13. Ensure performance of all duties necessary in order to enforce the fire codes.
  - 1.14. Evaluate the codes for local adoption and develop local codes or amendments for consideration by the City. Present to the City Council and committees as necessary.
  - 1.15. Perform all other tasks related to the provision of Community Risk Reduction Administration Services.



2. **Fire Prevention Code Enforcement Services Provided to City.** Puget Sound Fire shall provide the following Fire Prevention Code Enforcement Services to the City:
  - 2.1. Inspect all operational permitted businesses annually. Coordinate with the City's Building Division on these inspections as need.
  - 2.2. Investigate and resolve fire code violation complaints or inquiries. Coordinate with the City's Building Division and Code Compliance on code violations or complaints. The City shall remain responsible for any required enforcement or collection actions.
  - 2.3. In conjunction with City Code Enforcement personnel, assist with code enforcement duties related to the fire codes as required by Maple Valley Municipal Code Chapter 4.20.
  - 2.4. Conduct special inspections required by outside agencies such as Department of Corrections, Department of Early Learning, Department of Social and Health Services, and private insurance companies.
  - 2.5. Review and approval of fire safety, emergency evacuation, lockdown, shelter-in-place, and hazardous materials management plans.
  - 2.6. Attend and provide testimony and exhibits at Code Enforcement Hearings and Appeals.
  - 2.7. Perform all other tasks related to providing Fire Prevention Code Enforcement Services.
3. **Fire Prevention Development Services Provided to City.** Puget Sound Fire shall provide the following Fire Prevention Development Services to the City:
  - 3.1. Management of the Knox rapid entry program.
  - 3.2. Provide development review program services to include answering project inquiries, attending meetings, reviewing plans for code compliance, and approving plans. Complete development review processes in accordance with the City's time frames and through close coordination the Community Development Director and other City departments.
  - 3.3. Provide development inspection program services to include pre-construction meetings, inspections, troubleshooting fire protection systems, final acceptance tests, field review of basic permits, and coordination with the Building Division for the issuance of Certificates of Occupancy.
  - 3.4. Provide business and economic development support activities to include research of properties, systems and code requirements for potential projects and existing buildings.
  - 3.5. Approve of hydrant placement on public and private projects.
  - 3.6. Perform hydrant flows to verify available water supply, if allowed by the local water purveyor.

- 3.7. Provide and oversee false alarm reduction program activities to include follow-up of false alarms and coordination with property owner/agent on repairs or troubleshooting, and the identification of next steps for problematic systems.
- 3.8. Provide and oversee fire protection system confidence test program in accordance with the International Fire Code.
- 3.9. Provide and oversee activities to include customer service, answering phone calls, and meeting with customers and members of the public. Maintain a weekly scheduled presence within the City's Community Development Department as agreed between both parties.
- 3.10. Perform all other tasks related to providing Fire Prevention Development Services. Provide fire prevention development services when City staff are unavailable or unable to provide these services.
- 3.11. Administration of the addressing and street naming program in accordance with the Maple Valley Municipal Code.
4. **Timeline of Work Provided.** All work performed by the Fire Prevention Division shall be performed pursuant to and within the timelines required of the codes, policies, and procedures of the City, and any state or federal laws applicable to the performance of that work.
5. **Fire Marshal/Fire Code Official Reports to City Manager.** The City's Fire Marshal/Fire Code Official shall provide reports to the City Manager or their designee as requested. While the Fire Chief shall have the authority to direct the work of the employees providing Fire Prevention Services, the City Manager, shall have authority to set the desired outcomes of the Fire Prevention staff.
6. **Collection and Transmission of Fees and Charges.** All money, fees, and charges of any kind collected or charged by the Fire Prevention Services Division for services within the City or because of the provision of Fire Prevention Services within the City shall be the sole property of the City and payable to the City. Puget Sound Fire shall transmit all such money collected to the City thirty days after the end of the preceding month. (Net 30).

## EXHIBIT B

ILA EFFECTIVE DATE \_\_\_\_\_

### COMPENSATION SCHEDULE

**Community Risk Reduction Program Cost Share:** The City will pay to Puget Sound Fire as follows:

2023 - \$20,000

2024 - \$20,000

2025 – the full program cost share as described below

For years 2025 and beyond, the Community Risk Reduction Program Cost Share includes the fully burdened rate based on actual wages, benefits, and operating costs for all services except for Fire Investigative Services. The cost share for each jurisdiction served by Puget Sound Fire will be budgeted according to the “Customer Percentage of Workload” and related formulae in Exhibit D, hereto based on actual wages, benefits, and operating costs for the subsequent calendar year by August 1<sup>st</sup> and such budgeted amount will then be reconciled to the actual costs by no later than February 15<sup>th</sup> of the year following the contract year using the same formulae in Exhibit D. *Example: By August 1<sup>st</sup>, 2024, the RFA will establish a budgeted cost share for calendar year 2025, The City will pay this amount for services rendered in 2025. The RFA will then reconcile the budgeted amount to the actual cost share and provide the City with a reconciliation for 2025 no later than February 15<sup>th</sup>, 2026.*

## **EXHIBIT C**

**ILA EFFECTIVE DATE \_\_\_\_\_**

### **RECORDS MANAGEMENT**

1. Record Ownership
  - 1.1. Puget Sound Fire “PSF Records” records shall include:
    - 1.1.1. All records prepared, owned, used, or retained by Puget Sound Fire related to the performance of its statutory and contractual duties.
    - 1.1.2. All City Records actually received by Puget Sound Fire pursuant to this Interlocal Agreement.
  - 1.2. City records “City Records” shall include:
    - 1.2.1. All records prepared, owned, used, or retained by the City in relation to fire prevention services provided by Puget Sound Fire to the City.
  - 1.3. The parties recognize that physical custody of PSF Records or City Records is not determinative of whether the records are PSF Records or City Records and the parties shall work cooperatively in responding to request for records pursuant to subpoena or pursuant to the Washington State Public Records Act.
2. Records Custodian. Except as provided below, Puget Sound Fire will be the primary record custodian for PSF Records. The City will be the primary custodian of all City Records.
3. Requests for Records. The parties recognize that some City Records will be in the custody of Puget Sound Fire. The parties agree to the following process to provide a method of responding to record requests received through subpoenas and the Public Records Act, or records otherwise requested by the City or Puget Sound Fire. The method set forth in this exhibit shall serve as a guideline and may be altered from time to time as necessary.
  - 3.1. In the event the one party receives a public record request, subpoena or other request for the party’s Records in the custody of the other party, the following process shall be followed:
  - 3.2. The party receiving the request “Receiving Party” will advise the other party in writing that the request has been received. The other party will have five business days to respond to the Receiving Party with the records or a reasonable estimate of the time necessary to provide the Receiving Party with the records.
4. The other party will provide copies, at its sole cost and expense, in the form requested by the Receiving Party either directly to the Receiving Party or directly to the requestor as directed by the Receiving Party. In the event the Receiving Party receives payment for the copies the Receiving Party shall forward such payment to the other party.

5. The Receiving Party will remain responsible for communicating with the record requestor in compliance with all legal obligations. The Parties shall jointly work to determine which records are to be disclosed to the requesting party, and if the request was submitted under the Public Records Act, which records are exempt from disclosure.
6. It shall be the responsibility of the Receiving Party, and at the expense of the Receiving Party, to defend any claim or lawsuit for a violation of the Public Records Act or laws relating to a subpoena, and pay any damages, fees, costs or settlements relating to such claim or lawsuit; provided, that in the event the claim or lawsuit relates in any manner to Receiving Party records in the sole custody of the other party that were not provided to the Receiving Party by the other party, then the other party shall defend such claim or lawsuit and pay any damages, fees, costs or settlements related to such claim or lawsuit. The parties agree to cooperate fully in the defense of any such claim or lawsuit. If both the Receiving Party and the other party fail to produce all records, they will cooperate in defense and each party will pay its legal costs and attorneys' fees.

## EXHIBIT D

ILA EFFECTIVE DATE \_\_\_\_\_

### COST FORMULA

#### Service Level Variables

Service Levels were developed to estimate the number of resources that each contract in Fire Prevention would need to perform the duties that are required. The service items that Fire Prevention were set up as follows:

| Service                                 | Weight |
|-----------------------------------------|--------|
| Permitted Inspections                   | 0.4    |
| Development Services (New Construction) | 0.2    |
| Plan Review                             | 0.2    |
| Code Enforcement                        | 0.1    |
| Administrative Functions                | 0.1    |

*Permitted inspections:* Any facility that requires a permit to function as a business or permit occupancy. Any business with a kitchen, high pile storage, hazardous materials on site, etc.

*Development Services:* All new construction

*Plans Review:* Any new construction project requiring plans review, short plat, addressing,

*Code Enforcement:* Anytime a violation of building code requires legal enforcement.

*Administrative Functions:* Billing, processing of paperwork, customer service, permitting,

#### Variables

Each contract has a variable score. The variable score is calculated by adding up all the service level weights.

For example, if a contract city (Maple Valley) uses all services except for Code Enforcement, that city would have a weighted score of 0.9. Or, if a contract uses all the services, the weighted variable score would be 1.0.

### **Complexity of Operational Permits**

Many businesses are required to gain an operational fire permit to conduct high risk business processes. Examples of operational fire permits are places of assembly, high-pile combustible storage, and motor-vehicle fuel dispensing. We have identified two tiers of operational fire permits to distinguish permits which require more time to complete. Hazardous material or high pile storage permits are considered a Tier 1, while all other permit types are Tier 2. A Complexity of Operational Permit score was developed to account for the extra time required to perform Tier 1 permit inspections. The following calculation is used to determine the Complex Operational Permits Score.

Total number of facilities requiring a Tier 1 permit divided by the total number of permitted occupancies the contract city has.

*For example:*

The city of Maple Valley has a three-year average of 376 permitted inspection activities for a calendar year. With the given calculation above, 12% of those inspections would be considered Tier 1 or Complex. *Therefore:*

376 (Permitted Inspection Activities) x 1.02 (Complexity Score +Variable Service Level)  
= 384 (Total number of permitted inspection activities)

### **Permitted Activities:**

There are three elements that make up permitted activities, Plan Review, Development Services, and Permitted Inspections. It is important to note that a single business or construction project may have several permitted activities for a given permit. All three of these category occurrences are tracked on an annual basis.

To establish a baseline, a three-year average was used for all three categories for each contract. To calculate Total Permitted Activities the following calculation was used:

(Number of Plans Review) + (Number of Development Inspections) + (Number of Permitted Inspection Activities) = Total Permitted Activities

### **Customer Percentage of Workload:**

Customer percentage of workload was calculated as:

(Total number of Permitted Activities by contract city) / (Total number of permitted activities performed by Fire Prevention) = Contract city percentage.

### **Expenses:**

Expenses were calculated using:

COMMUNITY RISK REDUCTION SERVICES ILA Exhibit D- 2

1. Employee Salary and Benefits
2. Overhead costs to include IT and HR
3. Goods and Services to run Fire Prevention
4. Office Space
5. Vehicle Recovery Cost

**Formulation for Cost:**

Total Expenses for 2023 = \$2,865,921.69

Office Space = \$110,250

*City of Maple Valley Calculation:*

Variable Weight for the City of Maple Valley- 0.9 (Currently use all services except Code Enforcement)

Complexity Score- 12% of all Maple Valley permitted occupancies are Tier 1

Variable Score + Complexity Score =  $(0.9 + 0.12) = 1.02$

Permitted Inspection Activities Score= Number of Permitted Inspections x Complexity Score

City of Maple Valley =  $(376 \times 1.02) = 384$  Permitted Inspection Activities

Total Permitted Activities for City of Maple Valley. Plan Review (156) + Development Inspections (267) + Permitted Inspections Activity Score (384) = 807 Permitted Activities

Percentage of Work- Total number of Permitted Activities for the City of Maple Valley / Total number of Permitted Activities for Fire Prevention.

Maple Valley (807) / Total for Fire Prevention (9688) = 8.33%

**Final Cost Calculation:**

% of Total Expenses (8.33% of \$2,865,921.69) + Lease Space (8.33% of \$110,250)

$\$238,683.99 + \$9,182.01 = \$247,866.00$

2023 Projected Cost for the City of Maple Valley = \$247,866.00



## Attachment 4. Fire Code Fees

| Fire Code Fees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Maple Valley Municipal Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | MVMC 16.10.050 Fire Marshal building plan review and building inspection fees.                                                                 |
| <b>Administrative Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$100</b>    |                                                                                                                                                |
| Fire Permit Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$75            |                                                                                                                                                |
| Fire Plan Review and Inspections                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 | hourly rate in the ILA between the City and Puget Sound Fire and Rescue                                                                        |
| <b>Technology Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>6%</b>       | <b>A six percent (6%) technology fee shall apply to all permit fees.</b>                                                                       |
| <b>Consultant Fees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | -               | <b>Cost of service.</b>                                                                                                                        |
| <b>Legal review Fees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -               | <b>Cost of service.</b>                                                                                                                        |
| <b>Request</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$450.00</b> | <b>\$150 Hourly, with a three hour minimum</b>                                                                                                 |
| <b>Code Appeal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$450.00</b> | <b>\$150 Hourly, with a three hour minimum</b>                                                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                                                                                                                |
| <b>Permit Fees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                                                |
| <b>Fire Construction Permit Valuation Table</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                                                                                                                |
| <b>Valuation Range (based on cost of materials and labor)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 | <b>Permit Fee</b>                                                                                                                              |
| <u>\$1.00 to \$500.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 | <u>\$134.78</u>                                                                                                                                |
| <u>\$501.00 to \$2,000.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 | <u>\$134.78 for the first \$500.00 plus \$17.57 for each additional \$100.00 or fraction thereof, to and including \$2000.00</u>               |
| <u>\$2001.00 to \$25,000.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 | <u>\$398.55 for the first \$2,000.00 plus \$80.45 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00</u>         |
| <u>\$25,001.00 to \$50,000.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 | <u>\$2,248.63 for the first \$25,000.00 plus \$58.06 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00</u>      |
| <u>\$50,001.00 to \$100,000.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 | <u>\$3,700.34 for the first \$50,000.00 plus \$40.25 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00</u>     |
| <u>\$100,001.00 to \$500,000.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | <u>\$5,712.51 for the first \$100,000.00 plus \$32.25 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00</u>    |
| <u>\$500,001.00 to \$1,000,000.00</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | <u>\$18,613.25 for the first \$500,000.00 plus \$30.57 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00</u> |
| <u>\$1,000,001.00 and up</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 | <u>\$33,943.71</u>                                                                                                                             |
| <b>Fire Plan Review</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 | <b>65% of Fire Construction Permit Valuation Table</b>                                                                                         |
| <b>Fire Permit Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 | <b>100% of Fire Construction Permit Valuation Table</b>                                                                                        |
| <b>Building Permit Review Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 | <b>20% of the Building Permit Fee</b>                                                                                                          |
| <b>Residential Fuel Tank Removal Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$300.00</b> | <b>Flat Fee</b>                                                                                                                                |
| <b>Land Use Review Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>\$500</b>    | <b>Hourly Flat Fee</b>                                                                                                                         |
| <b>Operational Permit Fee</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$150.00</b> | <b>Per item, per building, annually</b>                                                                                                        |
| <b>Other fees</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                                                                                                                |
| <u>Additional inspections required; when a construction inspection is not complete or fails to pass inspection, when required corrections on an operational permit or fire protection system permit has not been corrected by the second inspection, when work is not accessible, when work is not ready by the scheduled inspection time, when the construction permit or approved plans are not made readily available, when the project requires multiple inspections for phased construction, when requesting Temporary Certificate of Occupancy or Certificate of Occupancy approval, when requesting inspections required for licensing and/or certifications.</u> |                 |                                                                                                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>\$150.00</u> | <u>Hourly</u>                                                                                                                                  |
| <u>changes, deferred submittals, additions, or revisions to</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>\$150.00</u> | <u>Hourly</u>                                                                                                                                  |
| <u>Inspections outside Normal Hours</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 | <u>Actual Costs, Contact Puget Sound Fire</u>                                                                                                  |
| <u>The Compliance Engine Portal filing surcharge</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>\$20.00</u>  | <u>Annually, per system</u>                                                                                                                    |



Date: September 25, 2023

To: Maple Valley City Council

From: Laura Philpot

Subject: Amendment No. 2 to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Maple Valley and King County

***Brief Description of Item***

Since 1998, Maple Valley has participated in the King County Community Block Grant (CDBG) Consortium by way of an Interlocal Cooperation Agreement (Agreement), allowing for the distribution of CDBG funds and the management of programs to provide residents access to Housing Repair and Emergency Homelessness assistance programs. Council recently extended the duration of the Agreement, and it is now in place through 2026.

Under the Agreement, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.

***Background/Discussion***

Under a recent notice issued by HUD, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations. Counties have the option of drafting a separate amendment to their cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new agreement containing required provisions.

The purpose of this Second Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

### ***Fiscal Impact***

None

### ***Options***

1. Authorize City Manager to execute Amendment No. 2 to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Maple Valley and King County.
2. Do not authorize the City Manager to execute Amendment No. 2.
3. Take other action.

### ***Direction Sought***

Approve Resolution R-23-1808 to authorize the City Manager to execute Amendment No. 2 to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Maple Valley and King County.

### ***Attachments***

1. Amendment No. 2 to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Maple Valley and King County
2. Resolution R-23-1808, authorizing execution of Amendment No. 2.

**CITY OF MAPLE VALLEY, WASHINGTON**

**RESOLUTION NO. R-23-1808**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO THE INTERLOCAL COOPERATION AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BETWEEN THE CITY OF MAPLE VALLEY AND KING COUNTY.**

WHEREAS, the City Council of the City of Maple Valley has participated in the King County Community Development Block Grant (CDBG) Consortium since 1998, enabling residents access to CDBG programs to the extent possible; and

WHEREAS, under a recent notice issued by HUD, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations; and

WHEREAS, Counties have the option of drafting a separate amendment to their cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new agreement containing required provisions; and

WHEREAS, the purpose of the Second Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement; and

WHEREAS, the City Council would like the City Manager to execute Amendment No. 2 to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Maple Valley and King County.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

**Amendment No. 2. Authorization.** The City Manager is hereby authorized to execute Amendment No. 2 to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Maple Valley and King County.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 25TH DAY OF SEPTEMBER 2023.

CITY OF MAPLE VALLEY

---

Sean P. Kelly, Mayor

ATTEST/AUTHENTICATED:

---

Andrew Dacuag, City Clerk

APPROVED AS TO FORM:

---

Patricia Taraday, City Attorney

**AMENDMENT NO. 2 TO THE INTERLOCAL COOPERATION AGREEMENT  
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
BETWEEN THE CITY OF MAPLE VALLEY AND KING COUNTY**

This Second Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program between the City of Maple Valley and King County (“Amendment No. 2” or the “Second Amendment”) is made by and between the City of Maple Valley (“the City”), and King County (“the County”), both of which entities being a unit of general local government in the State of Washington and which may be referred to hereinafter individually as a “Party” and collectively as the “Parties.”

**RECITALS**

- A. Pursuant to Ch. 39.34 RCW, the Parties entered that certain Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “Agreement”), subsequently amended by that certain First Amendment to the Interlocal Cooperation Agreement Regarding the Community Development Block Grant Program (the “First Amendment”).
- B. As acknowledged by the Agreement, the area encompassed by unincorporated King County and all participating cities has been designated by the United States Department of Housing and Urban Development (“HUD”) as an urban county for the purpose of receiving Community Development Block Grant (“CDGB”) funds, as administered under the Housing and Community Development Act of 1974 (the “Act”).
- C. Signatory jurisdictions to the Agreement are CDBG Consortium Partners for purposes of the Agreement and the Act.
- D. Under the Agreement and pursuant to the Act, King County is responsible to the federal government for all activities undertaken with CDBG funds and for ensuring that all CDBG assurances and certifications King County is required to submit to HUD under the Annual Action Plan are met.
- E. Urban counties are periodically required to requalify for their entitlement status under CDGB and related federal programs.
- F. Under Notice CPD-23-02, issued by HUD April 10, 2023, and setting forth instructions for continuing qualification for participating urban counties in the CDBG program for Fiscal Years 2024-2026, all existing urban counties are required to have incorporated in their cooperation agreements certain required language regarding fair housing and civil rights obligations.

- G. The Agreement does not contain all the required language regarding fair housing and civil rights obligations and the First Amendment contained certain material omissions in incorporating such required language.
- H. Under Notice CPD-23-02, urban counties have the option of drafting a separate amendment to their existing cooperation agreements with signatory jurisdictions that include the required language rather than drafting a new cooperation agreement that contains the provisions.
- I. The purpose of this Second Amendment is to expressly state the required language regarding fair housing and civil rights obligations and to memorialize the attendant obligations as though set forth in the Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants set forth herein, the Parties agree to amend the Agreement as follows:

1. The foregoing recitals are true and correct in all respects and are incorporated hereby as if fully set forth herein.
2. Section I of the Agreement is hereby amended and restated in its entirety as follows:

“The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities, funded from annual CDBG, ESG and HOME Program funds from federal fiscal years 2024, 2025 and 2026 appropriations, from recaptured funds and from any program income generated from the expenditure of such funds. These activities include the provision of decent housing, homeless assistance, and a suitable living environment and economic development opportunities, principally for persons with very low to moderate incomes. The County and City shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, and assure the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), at 24 CFR 5.151 and 5.152. The City and County shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the

14 implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968 and all other applicable laws.”

3. The First Amendment is hereby null and void.
4. Except as specifically provided for in this Second Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.
5. Any capitalized terms not defined in this Second Amendment shall have the meanings given them in the Agreement.
6. This Second Amendment shall be effective as of the date it has been executed by both Parties.
7. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**[SIGNATURE BLOCKS ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Agreement as of the date set forth below their signatures.

**City of Maple Valley**

**King County**

\_\_\_\_\_  
Name: Laura Philpot

\_\_\_\_\_  
For King County Executive

Date:

Title: City Manager

By: Simon Foster  
Title: Division Director  
Housing and Community Development  
Department of Community and Human  
Services

Attest: \_\_\_\_\_  
Name: Andrew Dacuag  
Title: City Clerk

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Patricia Taraday, City Attorney  
Lighthouse Law Group, PLLC

\_\_\_\_\_  
Ryan W. Ridings, King County Senior Deputy  
Prosecuting Attorney



Date: September 25, 2023

To: Maple Valley City Council

From: Julie Hunsaker

Subject: Amendment No. 1 to GMP Consultants LLC Contract for financial services and audit support

***Brief Description of Item***

The City entered into a contract with GMP Consultants LLC to provide the City with an interim finance director to provide financial services and audit support. The contract was executed on May 24, 2023. The intent was to not exceed a contract amount of \$47,600. Amendment No. 1 sets a not to exceed amount of \$95,100, due to a continued need for these services.

***Background/Discussion***

Due to a continued need for the financial services and audit support provided by the interim finance director, staff requests Council authorize Amendment No. 1 to the GMP Consultants LLC contract setting a not to exceed amount at \$95,100.

***Fiscal Impact***

***Options***

1. Authorize City Manager to execute Amendment No. 1 to the GMP Consultants LLC contract.
2. Do not authorize the City Manager to execute Amendment No. 1.
3. Take other action.

***Direction Sought***

Approve Resolution R-23-1809 authorizing the City Manager to execute Amendment No. 1 to the GMP Consultants LLC contract.

***Attachments***

1. Amendment No. 1 to the GMP Consultants LLC Contract.
2. Resolution R-23-1809, authorizing execution of Amendment No. 1.



September 25, 2023

GMP Consultants LLC  
Greg Prothman, Principal  
7041 Cascade Ave SE  
Snoqualmie, WA 98065

**Subject: Contract C-23-3849 Amendment No. 1 - Contract Amount Increase**

Dear Mr. Prothman:

Pursuant to our mutual agreement, this letter amends Contract No. C-23-3849 with GMP Consultants LLC to provide continued financial services and audit support through the provision of an interim finance director as follows:

**Fees & Expenses.** The hourly rate for the Interim Finance Director assigned under this Agreement is \$140.00 for each hour worked by the Interim Finance Director. GMP will submit invoices to City every two weeks, and payment is due within thirty (30) days of receipt. The City is also responsible for any client-required licenses, fees or taxes. The contract amount shall not exceed \$95,100.

All other provisions of Contract No. C-23-3849 and amendments thereto not otherwise changed by this Amendment shall remain the same and in full effect.

The parties signed below agree to this Amendment as set forth herein.

CITY OF MAPLE VALLEY

GMP CONSULTANTS LLC

\_\_\_\_\_  
Laura K. Philpot  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Andrew Dacuag, City Clerk

Approved as to form:

\_\_\_\_\_  
Patricia Taraday, City Attorney

Authorizing Resolution: R-23-1809

**CITY OF MAPLE VALLEY, WASHINGTON**

**RESOLUTION NO. R-23-1809**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON,  
TO AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT  
NO. 1 TO THE GMP CONSULTANTS LLC AGREEMENT (C-23-3849)  
FOR THE PROVISION OF CONTINUED FINANCIAL SERVICES AND  
AUDIT SUPPORT .**

WHEREAS, on May 24, 2023, the City of Maple Valley entered into an Agreement (C-23-3849) with GMP Consultants LLC to provide financial support and audit services by way of the provision of an interim finance director; and

WHEREAS, the City of Maple Valley Finance department continues to need financial services and audit support by way of the interim finance director; and

WHEREAS, due to a continued need for said services the contract with GMP Consultants LLC shall be amended to not exceed \$95,100; and

WHEREAS, the City Council would like to authorize the City Manager to execute Amendment No. 1 to the Agreement (C-23-3849) with GMP Consultants LLC;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

**Amendment No. 1. Authorization.** The City Manager is hereby authorized to execute Amendment No. 1 to the Agreement (C-23-3849) with GMP Consultants LLC for continued financial services and audit support not to exceed \$95,100.

PASSED BY THE CITY COUNCIL AT A REGULAR BUSINESS MEETING THEREOF ON THE 25<sup>TH</sup> DAY OF SEPTEMBER 2023.

---

Sean P. Kelly, Mayor

ATTEST:

---

Andrew Dacuag, City Clerk

APPROVED AS TO FORM:

---

Patricia Taraday, City Attorney



September 25, 2023

**To:** Mayor Sean Kelly and Councilors  
**From:** Matt Torpey, Community Development Manager  
**Subject:** Zoning Map Amendments

***Background***

In 2022 the City Council adopted Comprehensive Plan Amendments to amend the Land Use Map to implement four mapping changes described below. The Planning Commission in April 2023 considered the same amendments to the official zoning map and made a unanimous recommendation to forward the four mapping changes to Council.

***Discussion***

The City has identified four amendments to the official zoning map to be amended to bring the map into compliance with the recently adopted Comprehensive Plan Land Use Map. The four map amendments are identified in the attached map as follows:

1. Deyerin Annexation - This annexation area is a single-family parcel annexed into the City in November 2017 near the library.
2. A zoning map amendment to officially recognize the Downtown Area on our zoning map.
3. The Commission and Council in 2016 voted to change the zoning of the area now known as Overlook at Summit Place from residential to Commercial zoning, however, a developer submitted a complete subdivision application mere days before the change to Commercial was to take place and vested to the residential zoning in place at that time. It is appropriate to change the designation from commercial back to residential to reflect the usage of the land.
4. The new Elk Run Park currently has a residential designation. Since the acquisition of the land has turned the area into Park, Recreation, and Open Space, it is appropriate to change the designation as well.

***Fiscal Impact***

There is no financial impact to the City budget by making these amendments.

***Options***

1. Adopt Ordinance No. O-23-791 amending the official zoning map.
2. Do not adopt Ordinance No. O-23-791 amending the official zoning map.
3. Take some other action.

***Attachments***

1. Planning Commission Recommendation
2. Ordinance O-23-791
3. Exhibit A to Ordinance O-23-791



**Date:** April 5, 2023

**To:** Mayor Kelly and Councilmembers

**From:** Dave Pilgrim, Chair, Planning Commission

**Re:** Zoning Map Amendments

---

### **Description**

Implement amendments to the City's zoning map to align the map with the Land Use mapping changes adopted by Council during the annual Comprehensive Plan Update on November 20, 2022.

### **Background and Task**

The City has identified four amendments to the zoning map. The four map amendments are identified as follows:

1. Deyerin Annexation - This annexation area is a single-family parcel annexed into the City in November 2017.
2. This map amendment is to officially recognize the Downtown Area on our Comprehensive Plan Map.
3. In the previous iteration of the Comprehensive Plan, this area known as Overlook at Summit Park was designated a low-density residential zoning. The Commission and Council in 2016 voted to change the zoning of the area from residential to Commercial zoning, however, a developer submitted a complete subdivision application mere days before the change to Commercial was to take place and vested to the residential zoning in place at that time. It is appropriate to change the designation from commercial back to residential to reflect the usage of the land.
4. The new Elk Run Park currently has a residential designation. Since the acquisition of the land has turned the area into Park, Recreation, and Open Space, it is appropriate to change the designation as well.

### **Factors of Consideration and Key Findings**

1. The Planning Commission reviewed and deliberated the proposed amendments during a meeting on March 1, 2023.
2. The City held a Public Hearing on March 15, 2023 and received no public comments.



**RECOMMENDATION**

After review of the pertinent materials, the Planning Commission has formulated a recommendation for the proposed zoning map amendments.

**The Planning Commission voted with a (\_\_\_\_\_) vote to recommend adoption of the attached zoning map amendments.**

\_\_\_\_\_  
Dave Pilgrim, Chair

\_\_\_\_\_  
Date

**CITY OF MAPLE VALLEY, WASHINGTON  
ORDINANCE NO. O-23-791**

**AN ORDINANCE OF THE CITY OF MAPLE VALLEY,  
WASHINGTON, AMENDING THE OFFICIAL ZONING MAP OF  
THE CITY**

WHEREAS, the official zoning map of the city must be in compliance and agreement with the adopted Comprehensive Plan Land Use Map; and

WHEREAS, city staff identified four proposed amendments to the Comprehensive Plan Land Use Map and Council adopted those amendments on October 24, 2022; and

WHEREAS, the Planning Commission held a number of meetings to deliberate the proposed amendments to the zoning map and made a unanimous recommendation to City Council on April 5, 2023; and

WHEREAS, a SEPA Determination of Non-Significance was issued on March 15, 2023. No comments were received during the comment period; and

WHEREAS, the City Council would like to amend the official zoning map as recommended by the Planning Commission. The four map amendments recommended by the Planning Commission are as follows:

1. Deyerin Annexation - This annexation area is a single-family parcel annexed into the City in November 2017 near the library.
2. A zoning map amendment to officially recognize the Downtown Area on our zoning map.
3. The Commission and Council in 2016 voted to change the zoning of the area now known as Overlook at Summit Place from residential to Commercial zoning, however, a developer submitted a complete subdivision application mere days before the change to Commercial was to take place and vested to the residential zoning in place at that time. It is appropriate to change the designation from commercial back to residential to reflect the usage of the land.
4. The new Elk Run Park currently has a residential designation. Since the acquisition of the land has turned the area into Park, Recreation, and Open Space, it is appropriate to change the designation as well.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Comprehensive Plan Amendment.

- A. The City of Maple Valley hereby amends the Official Zoning Map of the City of Maple Valley as set forth in **Exhibit A**, which is attached hereto and incorporated herein by this reference as if set forth in full.
- B. Copies of Exhibits A will be filed with the City Clerk and referenced under Clerk's Receiving No. \_\_\_\_\_.

Section 2. Severability. If any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after adoption and publication.

Section 4. Corrections by City Clerk or Code Reviser. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THIS 25<sup>th</sup> DAY OF SEPTEMBER, 2023.**

\_\_\_\_\_  
Sean P. Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Andrew Dacuag, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Taraday, City Attorney

Date of Publication: September 29, 2023

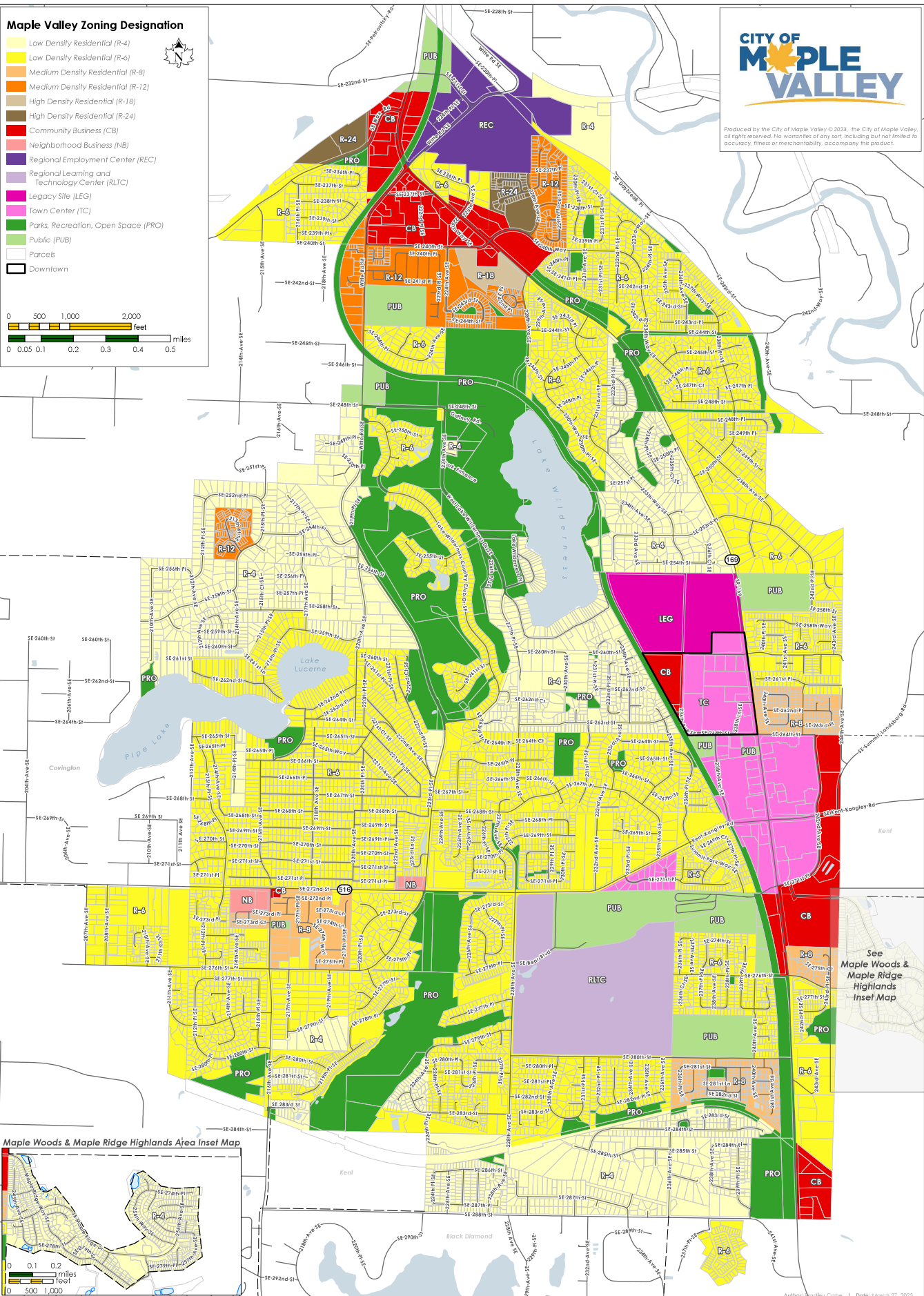
Effective Date: October 4, 2023

# Maple Valley Zoning Designation

- Low Density Residential (R-4)
- Low Density Residential (R-6)
- Medium Density Residential (R-8)
- Medium Density Residential (R-12)
- High Density Residential (R-18)
- High Density Residential (R-24)
- Community Business (CB)
- Neighborhood Business (NB)
- Regional Employment Center (REC)
- Regional Learning and Technology Center (RLTC)
- Legacy Site (LEG)
- Town Center (TC)
- Parks, Recreation, Open Space (PRO)
- Public (PUB)
- Parcels
- Downtown



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See Maple Woods & Maple Ridge Highlands Inset Map

Author: Ashley Coble | Date: March 27, 2023

# CITY OF MAPLE VALLEY ZONING

AS RECOMMENDED BY THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE PLANNING COMMISSION AND ADOPTED BY CITY COUNCIL  
ADOPTED: 10/28/2022, ORDINANCE NO. O-22-761, EFFECTIVE: 11/02/2022



STATE OF WASHINGTON  
DEPARTMENT OF COMMERCE  
1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000  
[www.commerce.wa.gov](http://www.commerce.wa.gov)

August 28, 2023

The Honorable Sean Kelly  
Mayor of Maple Valley  
22017 SE Wax Road Suite 200  
Maple Valley, Washington 98038

RE: Climate Planning Grants

Dear Mayor Kelly:

The City of Maple Valley is required by RCW 36.70A.130(5) to revise its comprehensive plan and development regulations by June 30, 2029, to ensure they comply with the Growth Management Act (GMA) as revised by [House Bill 1181](#) (Chapter 228, Laws of 2023).

We are pleased to inform you that, based on your population size, that \$500,000 has been reserved as a grant to assist in completing your work. This funding is reserved as a non-competitive formula grant. Due to the nature of the funding [Climate Commitment Act, SB 5187, Sec. 130 (21)], Commerce will award approximately \$30 million a biennium to any eligible jurisdiction that submits a complete application. Commerce will prioritize those jurisdictions with periodic updates due in 2025 and all other due dates that follow (in order).

For this reason, we request application materials for jurisdictions intending to implement HB 1181 this biennium to apply for grant funding by **October 31, 2023**. As soon we receive your submitted application, we will begin preparing your contract. The application is available [online](#) [<https://app.smartsheet.com/b/form/a977250f9de848e3a261844529e01c38>].

All planning activities related to complying with HB 1181 incurred by your jurisdiction, beginning July 1, 2023, will be eligible for reimbursement. Therefore, you will not need to delay work on the climate grant until the contract is signed.

Before we disburse the funds, a contract will need to be executed between your organization and the Department of Commerce. In order to begin the contracting process, please complete the grant information form [online](#) and attach a proposed scope of work and budget. Contracts will be prepared as soon as your proposed scope and budget are finalized.

If you have questions or need help with developing your scope of work, please contact Sarah Fox, Climate Program Manager, at (360) 725-3114, [sarah.fox@commerce.wa.gov](mailto:sarah.fox@commerce.wa.gov), or Paul Johnson, Management Analyst, (360) 725-3048, [paul.johnson@commerce.wa.gov](mailto:paul.johnson@commerce.wa.gov).

Sincerely,

Dave Andersen, AICP  
Managing Director, Growth Management Services

cc: Tawni Dalziel; Irvalene Moni



**Date:** September 18, 2023

**To:** Mayor Kelly and Councilors  
Laura Philpot, City Manager

**From:** Debbie Tarry, Interim Finance Director

**Subject:** 2023 ARPA Small Business and Community Non-Profit Grant Fund Awards:

***Background***

In 2021 the City Council approved a total of \$527,000 in American Rescue Plan Act (ARPA) funded grants to small businesses and community nonprofits.

During the City Council's deliberations on the adoption of the 2023-2024 Biennial Budget, the Council expressed a desire to provide additional funding to small businesses and community nonprofits who continued to be negatively impacted in their economic recovery from the COVID-19 pandemic. As of December 31, 2022, the City's ARPA Fund (#121) had \$4,691,453 in deferred revenues and the 2023-2024 Biennial budget appropriated \$ \$4,157,914 of those revenues. This left an unappropriated balance of \$533,539.

Departments have reviewed their current projected 2023 expenditures of ARPA appropriations and it is expected that there will be savings because of expenditures being less than what was approved in the City's 2023 budget. The primary source of savings is a reduction in the expected expenditure for the Citywide Security System Project (F06), as staff anticipates that the actual expenditure will be significantly less than the \$500,000 originally budgeted.

In May 2023, the City's ARPA Recovery Fund Specialist, D.J. Nesel, provided applications, Attachment A, for businesses and community non-profits to apply for the 2023 Round of Small Business/Non-Profit ARPA grants. The application documents indicated that the City had set aside approximately \$500,000 to assist small businesses and non-profits. Applications were due June 2, 2023.

The City received 43 applications requesting a total of \$2,218,175 in grant funds. After review by the Recovery Fund Specialist, one business was found not to qualify as they posted no losses during the pandemic, and they are a multi-location business. The Recovery Fund Specialist met with every applicant and reviewed their IRS Business Tax Returns for the fiscal years of 2019, 2020 and 2021, along with completing their Profit/Loss and Revenues document. The Recovery

Fund Specialist made an initial recommendation to the Council Finance Committee to award \$591,200 to 42 applicants.

The Finance Committee met on August 15, 2023, to review the initial recommendation and discuss the applications. The Committee also reviewed prior City grant awards made to applicants with CARES and ARPA funds. The Finance Committee asked for additional time to review and consider the applications prior to making a final recommendation to the City Council. The Finance Committee met again on September 13, 2023, and finalized their recommendation to award \$482,300 in grants to 42 qualifying applicants.

### ***Discussion***

The table below lists the Maple Valley businesses and community non-profits recommended by the Finance Committee to receive 2023 grant funds along with the funding amount:

| <b>Small Business/Non-Profit Name</b>   | <b>Recommended Award Amount</b> |
|-----------------------------------------|---------------------------------|
| <b><u>Dry Cleaners Category</u></b>     |                                 |
| Maple Valley Cleaners                   | \$10,000                        |
| Country Cleaners                        | \$10,000                        |
| Bella Cleaners                          | \$10,000                        |
| <b><u>Athletic Club Category</u></b>    |                                 |
| Tahoma Athletic Club                    | \$30,000                        |
| Thrive Community Fitness                | \$5,000                         |
| <b><u>Food &amp; Drink Category</u></b> |                                 |
| Stocktons Restaurant                    | \$20,000                        |
| Pho In & Out MV                         | \$10,000                        |
| 4 Corners Teriyaki                      | \$5,000                         |
| Jersey Mikes Subs                       | \$5,000                         |
| Gino's Bistro                           | \$10,000                        |
| Four Corners Bar & Grill                | \$20,000                        |
| Imbibe Bottle House & Taproom           | \$5,000                         |
| Vintage Vino & Espresso                 | \$10,000                        |
| Himitsu Teriyaki                        | \$10,000                        |
| Creative Coffee Brewing                 | \$10,000                        |
| <b><u>Catch All Category</u></b>        |                                 |
| Maple Valley Signs                      | \$20,000                        |

| <b>Small Business/Non-Profit Name</b>         | <b>Recommended<br/>Award<br/>Amount</b> |
|-----------------------------------------------|-----------------------------------------|
| PCE Computing                                 | \$10,000                                |
| Beckler Insurance                             | \$5,000                                 |
| Steamboat Studios                             | \$10,000                                |
| The Music Trader                              | \$20,000                                |
| Shop Fast                                     | \$10,000                                |
| Sylvan Learning Center                        | \$10,000                                |
| 9 Round Fitness                               | \$10,000                                |
| Suburban Soul                                 | \$10,000                                |
| <b><u>Non-Profits Category</u></b>            |                                         |
| Covington Quilters                            | \$5,000                                 |
| Foster Champs                                 | \$10,000                                |
| Dace's Rock n More Academy                    | \$10,000                                |
| Greater MV Chamber                            | \$10,000                                |
| Greater MV Community Center                   | \$10,000                                |
| <b><u>Hair &amp; Nail Salons Category</u></b> |                                         |
| Hair Biz Salon                                | \$10,000                                |
| Vine Beauty Studio                            | \$10,000                                |
| Tip & Toe Paradise                            | \$10,000                                |
| Top Cut Hair Salon                            | \$5,000                                 |
| Chocolates, Cherries & Blondes                | \$20,000                                |
| Queens Nails                                  | \$20,000                                |
| Janets Shear Genius                           | \$5,000                                 |
| Bluewater Nails & Spa                         | \$20,000                                |
| <b><u>Law Office Category</u></b>             |                                         |
| Law Office of Dan Neilsen                     | \$5,000                                 |
| David L. Moe, Atty                            | \$5,000                                 |
| <b><u>Medical Category</u></b>                |                                         |
| Maple Valley Acupuncture                      | \$20,000                                |
| Maple Valley Chiropractic                     | \$13,200                                |
| Dermatology Care Center                       | \$20,000                                |
| <b>Total</b>                                  | <b>\$483,200</b>                        |



***Fiscal Impact***

There is \$533,539 in unappropriated ARPA revenues. It is likely that there will be additional savings in 2023 as actual 2023 ARPA expenditures will be less than those originally budgeted. The savings are primarily related to reductions in the Citywide Security System Project (F06). As such, there are sufficient unappropriated ARPA revenues to support the Finance Committee's recommendation to allocate \$483,200 for the 2023 Small Business and Community Non-Profit grants.

***Recommendation***

City Staff recommends Council approve the attached Resolution No. R-23-1806 to fund the 2023 ARPA Small Business/Community Non-Profit Grant program and permit the City Manager to execute contracts and/or sub recipient grant agreements with the applicants.

***Options***

1. Approve Resolution.
2. Do not approve Resolution.
3. Take some other action.

***Attachments***

1. Attachment A – Small Business/Non-Profit Assistance Grant Application
2. Attachment B - Proposed Resolution R-23-1806

Dear City of Maple Valley **Small Business Owner / Non-Profit Director:**

The City of Maple Valley is excited to announce that it has set aside approximately \$500,000 dollars to assist our small businesses and non-profits in the form of a grant for those who qualify. This money was received from the U.S. Government's American Rescue Plan Act (ARPA), which is intended to deliver relief to those businesses that suffered losses from the COVID-19 pandemic. If you have any questions throughout the application process, I ask that you call or email me at: (206) 423-2785 / [dj.nesel@maplevalleywa.gov](mailto:dj.nesel@maplevalleywa.gov). My sole job is to help you through every step of the process, so don't hesitate to reach out!

Immediately behind this cover letter is the Grant Application **Checklist / Overview**. Please read this document carefully as it lists the basic grant eligibility requirements and what the funds are eligible to be used for. It also has a list of the documentation at the bottom of the page that must be completed and submitted before the deadline. Speaking of the deadline for submission.....

**APPLICATION DEADLINE: JUNE 2, 2023 @ 5PM. You may submit to the front desk at City Hall or call D.J. Nesel (206) 423-2785 for pick-up. See page # 3 of the Grant Application for email and mailing instructions. No late applications will be accepted.**

Also included in this packet are the following documents which **MUST** be completed, signed and dated (where appropriate):

- ARPA Grant Application
- COVID-19 Economic Impact Worksheet
- IRS Form W-9
- Reminder to attach a photocopy of your City of Maple Valley Business License

Once you have gathered and completed the documents listed above, you will need to call me to set-up a short meeting to review your application packet. I will also conduct the mandatory review of your IRS Business Tax Returns for the fiscal years of 2019, 2020 and 2021, so have them ready for viewing. Together, we will complete the last form in your packet, the Profit/Loss and Revenues (fill-in the blank) document. This should conclude your application process. The City of Maple Valley will review all of the applications in mid to late June and I will let all applicants know of the City's decision on each grant, once I know the results. City Council will need to approve the final grant amounts, which will probably not occur until July 2023. As mentioned above, call me throughout the process with any questions or concerns.

**"D.J." Nesel**

American Rescue Plan Act, Recovery Fund Specialist

phone/text: (206) 423-2785 email: [dj.nesel@maplevalleywa.gov](mailto:dj.nesel@maplevalleywa.gov)



**SMALL BUSINESS & NON-PROFIT COMMUNITY ORGANIZATION  
AMERICAN RESCUE PLAN (ARPA) GRANT APPLICATION  
CHECKLIST/OVERVIEW**

**PURPOSE STATEMENT:** The intent of these grant funds is to assist those businesses and non-profit community organizations in the City of Maple Valley, who have or will sustain significant financial hardships caused or worsened by COVID-19 related circumstances, retain, or hire employees, and help support recovery during the pandemic. We encourage your small business to apply for grant funding if you meet the eligibility criteria outlined below.

**GRANT ELIGIBILITY/CRITERIA REQUIREMENTS**

- The small business or community organization must have no more than fifteen (15) full-time equivalent employees (FTEs). Unique circumstances will be considered as exemptions to this requirement.
- The City of Maple Valley may choose to give full or partial funding of the requested amount at its sole discretion.
- Small businesses and community organizations had a physical location in Maple Valley city limits as of March 3, 2021. (Non-profit community organizations located outside City limits, but provide services to the City will be considered.)
- The small business or community organization must be current on all state licensing and other regulatory requirements.
- The small business must be a current Maple Valley business and have a City of Maple Valley business license and not be delinquent in payment on any taxes or fees owed to the City of Maple Valley.
- Home occupation businesses operated from the owner's primary residence may qualify if the residence is physically located in Maple Valley city limits, although priority will be given to brick-and-mortar businesses.
- If it is a small business, the small business must be engaged in a type of business eligible to receive funding by the U.S. Small Business Administration (SBA).

**GRANT FUNDS ARE ELIGIBLE FOR:**

- Payment of rent/required monthly loan payments and utilities related to their business.
- Payments of regular wages, taxes, and typical benefits to employees (for example, health insurance, and/or paid vacation/sick leave essential to maintain operations), however, only to the extent that those wages, taxes, and typical benefits have not been reimbursed by other federal, state, county, or regional grants or loans such as PPP or EIDL.
- Payment for Personal Protective Equipment (such as facemasks, sanitizer, disinfectant, other supplies, equipment, or physical changes (for example, plastic/acrylic barriers) necessary for the protection of public health or the health of business owners or employees.
- Typical operating costs and expenses, including those set forth on an income statement, as a regular, ongoing cost of operating the business.
- Typical draws or wages on a regular interval to owner, provided such draws or wages are consistent with those paid in previous intervals, quarters, or years.

**PLEASE ATTACH THE FOLLOWING DOCUMENTATION:**

- Completed W-9 Form
- Copy of current City of Maple Valley business license
- Federal Tax Returns for 2019, 2020 & 2021 (for review only, we will not keep)
- Completed COVID-19 Economic Impact Worksheet
- Completed and signed Small Business & Non-Profit Community Organization ARPA Grant Application
- Additional documentation may be requested later (if needed)



**SMALL BUSINESS & NON-PROFIT COMMUNITY ORGANIZATION  
AMERICAN RESCUE PLAN (ARPA) GRANT APPLICATION**

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

State of Washington Registered Business Name: \_\_\_\_\_ State Business License #: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Doing Business As: \_\_\_\_\_ Business Description: \_\_\_\_\_

Business Physical Address: (Must be within city limits, except for Non-Profits who provide services to the City)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Mailing Address: (If different from physical)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Is your business women owned? Yes \_\_\_\_\_ No \_\_\_\_\_

Is your business minority owned? Yes \_\_\_\_\_ No \_\_\_\_\_

Is your business veteran owned? Yes \_\_\_\_\_ No \_\_\_\_\_

Race/ National Origin:

African American \_\_\_\_\_ American Indian or Alaska Native \_\_\_\_\_ Asian \_\_\_\_\_

Native Hawaiian or Other Pacific Islander \_\_\_\_\_ Hispanic or Latino \_\_\_\_\_ White \_\_\_\_\_

Other (Specify) \_\_\_\_\_ I wish not to specify \_\_\_\_\_

Current number of employees: (Additional documentation may be required for employee verification)

Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_

**APPLICATION DEADLINE: JUNE 2, 2023 @ 5PM. You may submit to front desk at City Hall or call D.J. Nesel (206) 423-2785 for pick-up. See page # 3 for email and mailing instructions. No late applications will be accepted.**

Grant Amount Requested:

\$

Have you previously applied for COVID-19 relief funds through the City of Maple Valley? Yes\_\_\_\_\_No\_\_\_\_\_

How much were you awarded?

Date Business was Opened (must be as of March 3, 2021): \_\_\_\_\_

**APPLICATION DEADLINE: JUNE 2, 2023 @ 5PM. You may submit to front desk at City Hall or call D.J. Nesel (206) 423-2785 for pick-up. See page # 3 for email and mailing instructions. No late applications will be accepted.**

#### **GRANT ELIGIBILITY/CRITERIA REQUIREMENTS**

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- If it is a small business, the small business must be engaged in a type of business eligible to receive funding by the U.S. Small Business Administration (SBA).

**APPLICATION DEADLINE: JUNE 2, 2023 @ 5PM. You may submit to front desk at City Hall or call D.J. Nesel (206) 423-2785 for pick-up. See page # 3 for email and mailing instructions. No late applications will be accepted.**

## AUTHORIZATION:

I, (print name) \_\_\_\_\_, the (print title) \_\_\_\_\_

of (print business name) \_\_\_\_\_, certify that my statements contained herein and on the associated Covid-19 Economic Impact Worksheet are true and correct to the best of my knowledge.

If I / we receive a grant, I / we agree to enter into a Grant Agreement with the City of Maple Valley and agree to:

1. Use the grant funds in the intended manner; and
2. Have all documentation readily available in case an audit is conducted to verify the use of the funds. Note: this documentation does not need to be submitted to the City of Maple Valley for expense reimbursement.
3. Provide any reports upon City of Maple Valley request on grant fund usage.
4. Return any unused funds or decided not to be needed due to other subsequent grants awarded thereafter.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SUBMISSION:

If you have any questions during this application process.....

Contact our ARPA Recovery Fund Specialist DJ Nesel at [dj.nesel@maplevalleywa.gov](mailto:dj.nesel@maplevalleywa.gov) or call him at (206) 423-2785

Applications can be submitted via email, by mail, or in person, and must include a completed and signed application, along with the **COVID-19 Economic Impact Worksheet**, to the City of Maple Valley:

[dj.nesel@maplevalleywa.gov](mailto:dj.nesel@maplevalleywa.gov)

Include “**ARPA Business Grant**” in the email subject line.

U.S. Mail to  
Attention: D.J. Nesel  
ARPA Recovery Fund Specialist  
City of Maple Valley  
22017 SE Wax Road, Suite 200  
Maple Valley, WA 98038

**APPLICATION DEADLINE: JUNE 2, 2023 @ 5PM. You may submit to front desk at City Hall or call D.J. Nesel (206) 423-2785 for pick-up. See page # 3 for email and mailing instructions. No late applications will be accepted.**



## COVID-19 ECONOMIC IMPACT WORKSHEET

PLEASE INCLUDE THIS ECONOMIC IMPACT WORKSHEET WITH THE SUBMISSION OF THE GRANT APPLICATION:

|                                                                                                                                                                                                                                                                                      |                                                                      |                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------|
| Small Business or Community Organization State of Washington Registered Name:                                                                                                                                                                                                        |                                                                      |                                                         |
|                                                                                                                                                                                                                                                                                      |                                                                      |                                                         |
| Number of years in operation within Maple Valley city limits:<br># _____                                                                                                                                                                                                             | Grant amount requested:<br>\$ _____                                  | Estimated months of cash reserves remaining:<br># _____ |
| In-home business or leased/owned space? _____                                                                                                                                                                                                                                        |                                                                      |                                                         |
| Number of full-time employees (must be no more than 15):<br># _____                                                                                                                                                                                                                  | Business type (e.g., LLC, LP etc.): _____                            |                                                         |
| Number of full-time employees furloughed or laid off: _____                                                                                                                                                                                                                          | Business sector (e.g., hospitality): _____                           |                                                         |
| Likelihood of immediate business closure within 60 days from now (indicate one):<br>High: _____ Medium: _____ Low: _____                                                                                                                                                             | Number of potential jobs lost upon permanent business closure: _____ |                                                         |
| If business has received funding from alternative sources, please list (for example, PPP, EIDL, Working Washington grant, other cities, prior City of Maple Valley grants, business loans, etc.) Attach a separate sheet if needed, listing all sources, amounts and dates received. |                                                                      |                                                         |
| Has business applied for, but not been approved for, alternative grant sources?<br>Yes ____ No ____<br><br>If yes, which alternative grant source did you apply for?: _____<br><br>Briefly describe why it was not approved:                                                         |                                                                      |                                                         |

Is business pending legal action (for example, eviction, bankruptcy, lawsuits, collections, etc.)?: Yes\_\_\_\_\_No\_\_\_\_\_

If yes, please give a brief explanation:

Describe the economic impact to your business or community organization from COVID-19. Please use additional sheets of paper if needed, as we want you to be as detailed as possible.



► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Print or type.**  
**See Specific Instructions on page 3.**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b> Name (as shown on your income tax return). Name is <b>required</b> on this line; do not leave this line blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <div style="margin-top: 10px;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC           <input type="checkbox"/> C Corporation           <input type="checkbox"/> S Corporation           <input type="checkbox"/> Partnership           <input type="checkbox"/> Trust/estate         </div> <div style="margin-top: 10px;"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____         </div> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <div style="margin-top: 10px;"> <input type="checkbox"/> Other (see instructions) ►         </div> | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): <div style="margin-top: 10px;">           Exempt payee code (if any) _____         </div> <div style="margin-top: 10px;">           Exemption from FATCA reporting code (if any) _____         </div> <p style="font-size: small; margin-top: 10px;">(Applies to accounts maintained outside the U.S.)</p> |
| <b>5</b> Address (number, street, and apt. or suite no.) See instructions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Requester's name and address ( <b>optional</b> )                                                                                                                                                                                                                                                                                                                                                                    |
| <b>6</b> City, state, and ZIP code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                     |

|               |                                             |
|---------------|---------------------------------------------|
| <b>Part I</b> | <b>Taxpayer Identification Number (TIN)</b> |
|---------------|---------------------------------------------|

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

|  |  |  |   |  |  |   |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|
|  |  |  | - |  |  | - |  |  |  |  |
|--|--|--|---|--|--|---|--|--|--|--|

or

Employer identification number

|  |  |  |   |  |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|--|
|  |  |  | - |  |  |  |  |  |  |  |
|--|--|--|---|--|--|--|--|--|--|--|

|                |                      |
|----------------|----------------------|
| <b>Part II</b> | <b>Certification</b> |
|----------------|----------------------|

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|                  |                            |        |

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# **Business License Reminder**

**Please replace this reminder sheet with a photocopy of your business license.**

**\*\*\* The business address on your business license MUST show your business inside the City limits of Maple Valley or must have a City of Maple Valley endorsement.**

### Year End Profit/Loss

2019 \$ \_\_\_\_\_

2020 \$ \_\_\_\_\_

2021 \$ \_\_\_\_\_

\_\_\_\_\_  
Business Name

**\*\*\*This sheet MUST be completed  
in the presence of MV Grant  
Specialist D.J. Nesel and your 2019-  
2021 Federal Tax Returns MUST be  
available for review.**

### Year End Revenues

2019 \$ \_\_\_\_\_

2020 \$ \_\_\_\_\_

2021 \$ \_\_\_\_\_

### Grants Received

| <u>Type</u> | <u>Amount</u> | <u>Date</u> |
|-------------|---------------|-------------|
|-------------|---------------|-------------|

### Current Outstanding Debt from COVID

1. \_\_\_\_\_

2. \_\_\_\_\_

## **CITY OF MAPLE VALLEY, WASHINGTON**

### **RESOLUTION NO. R-23-1806**

#### **A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, ACCEPTING A RECOMMENDATION FROM THE COUNCIL FINANCE COMMITTEE FOR GRANT FUNDING RELATED TO SMALL BUSINESSES AND COMMUNITY NON-PROFIT ORGANIZATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE GRANT AGREEMENTS.**

WHEREAS, the American Rescue Plan Act of 2021 (“ARPA”) was signed into law on March 11, 2021; and

WHEREAS, the City of Maple Valley has received \$7,597,093 from the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program to be utilized to aid in the recovery from the budgetary, public health, economic, and financial impacts of the COVID-19 pandemic;

WHEREAS, the Maple Valley City Council adopted the Ordinance No. O-21-728, establishing the creation of a new special fund “American Rescue Plan Act (ARPA) Fund” #121 on July 26, 2021; and

WHEREAS, funding from the Coronavirus State and Local Fiscal Recovery Funds is subject to requirements and provides for allowable uses specified in the Interim Final Rule adopted by the U.S. Department of Treasury on May 10, 2021; and

WHEREAS, on September 13, 2021, the City Council adopted Resolution No. R-21-1592 authorizing the City Manager to administer the City’s ARPA grant funding program for small businesses and nonprofit organizations, providing economic support in connection with the COVID-19 public health emergency in an amount not to exceed \$500,000; and

WHEREAS, on November 8, 2021, the City Council adopted Resolution No. R-21-1603 accepting the ARPA Grant Review Committee’s recommendation to fund the small business and nonprofit agreements for \$417,000; and

WHEREAS, on November 8, 2021, the City Council further directed the City Manager to administer a second round of small business grants with a modification in the eligibility for ARPA small business grant funding as follows: (1) the business must employ at least one employee; and

WHEREAS, on December 31, 2022, the ARPA Fund had a deferred revenue balance of \$4,691,453; and

WEHREAS, the 2023-2024 Adopted ARPA Fund Budget has an authorized expenditure budget of \$4,157,914; and

WHEREAS, during the Council discussions regarding the adoption of the 2023-2024 Biennial Budget, the Council expressed a desire to allocate a portion of the unbudgeted ARPA revenues for another round of small businesses and community nonprofit organizations grants to support them in their economic recovery from the impacts of the COVID-19 pandemic; and

WHEREAS, in May 2023 the City's ARPA Recovery Fund Specialist provided applications to qualifying small businesses and community non-profits for another round of assistance grants and the application indicated that the City of Maple Valley had set-aside approximately \$500,000 dollars for these grants and the application deadline was June 2, 2023; and

WHEREAS, the ARPA Recovery Fund Specialist met with every applicant to review their application and the appropriate IRS Business Tax Returns for the fiscal years of 2019, 2020, and 2021; and

WHEREAS, the City received 43 applications requesting a total of \$2,218,175 in grant funds; and

WHEREAS, the Council Finance Committee reviewed the recommendation from the ARPA Recovery Fund Specialist at their meetings on August 15, 2023, and September 13, 2023, and determined that they would recommend to the City Council to authorize \$483,200 to 42 qualifying small business and community non-profit organizations;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

Section 1: Acceptance of Recommendation by the Council Finance Committee. The City Council hereby accepts the recommendation made by the Council Finance Committee to fund the small businesses and community non-profit grant agreements for \$483,200.

Section 2. Authorization to Appropriate Funding from ARPA Fund. The City Council hereby authorizes additional budget appropriation of \$483,200 from ARPA Fund to support the small business grant agreements.

Section 3. Execute Grant Agreement. The City Manager is hereby authorized to enter into grant agreements with the recommended small businesses and community non-profits, pursuant to City Policy. The agreements shall be filed with the City Clerk and identified with Clerk's Receiving No.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY AT A BUSINESS MEETING THIS 25<sup>TH</sup> DAY OF SEPTEMBER 2023.

---

Sean P. Kelly, Mayor

**ATTEST:**

---

Andrew Dacuag, City Clerk

APPROVED AS TO FORM:

---

Patricia Taraday, City Attorney



Date: September 25, 2023

To: Mayor Kelly and City Councilors

From: Dave Johnson, Parks & Recreation Director/Ass't City Manager

Subject: **WA Commerce Grant Contract Ratification – Summit Park**

### ***Background/Discussion***

The Washington State Department of Commerce awarded a \$321,070 grant to the City of Maple Valley in 2017 towards the construction of Summit Park. Construction of the park was completed in 2019. During and after the time of construction, there were rotating Project Managers for the project and the paperwork to submit for the grant was not completed. Once this oversight was discovered, staff began working with the Commerce Department on extending/rolling over the grant and assembled the appropriate documents to submit in order to prepare for the contract. The paperwork has since been completed and submitted, and the contract signed with the Commerce Department. Resolution R-23-1807 ratifies the contract.

### ***Fiscal Impact***

There is no financial impact other than receiving the grant funds.

### ***Recommendation***

Staff recommends the City Council adopt Resolution No. R-23-1807 ratifying the Washington State Department of Commerce 2019 Local and Community Projects Program Grant Contract.

### ***Options***

1. Approve Resolution R-23-1807
2. Do not approve Resolution R-23-1807
3. Take some other action

### ***Attachments***

1. Resolution R-23-1807
2. Washington State Department of Commerce 2019 Local and Community Projects Program Grant Contract

**CITY OF MAPLE VALLEY, WASHINGTON**

**RESOLUTION NO. R-23-1807**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON,  
RATIFYING THE WASHINGTON STATE DEPARTMENT OF  
COMMERCE 2019 LOCAL AND COMMUNITY PROJECTS PROGRAM  
GRANT CONTRACT FOR CONSTRUCTION OF SUMMIT PARK.**

WHEREAS, the Washington State Department of Commerce awarded a grant to the City of Maple Valley in 2017 through the Local and Community Projects Grant program, and:

WHEREAS, the grant award was for \$321,070 towards the construction of Summit Park, which was completed in 2019, and:

WHEREAS, the City of Maple Valley worked with the Commerce Department to extend the deadline so that the appropriate paperwork could be completed, and:

WHEREAS, that paperwork has been completed, reviewed, and approved by the Commerce Department and contract has been signed by the City Manager.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF MAPLE VALLEY, WASHINGTON, AS FOLLOWS:**

Section 1. Ratification – The City Council ratifies the Washington State Department of Commerce 2019 Local and Community Projects Program grant contract in the amount of \$321,070.00 towards construction of Summit Park.

APPROVED BY THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY,  
WASHINGTON, AT A REGULAR MEETING THEREOF THIS 25TH DAY OF SEPTEMBER  
2023.

\_\_\_\_\_  
Sean P. Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Andrew Dacuag, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Patricia Taraday, City Attorney





**Grant to**

City of Maple Valley

through

The 2019 Local and Community Projects Program

**For**

Summit Park – Funds will be used to construct a playground at Community Park.

**Start date:** 7/1/2017

## TABLE OF CONTENTS

|                                                                                       |    |
|---------------------------------------------------------------------------------------|----|
| Face Sheet .....                                                                      | 1  |
| Special Terms and Conditions .....                                                    | 2  |
| 1. Grant Management .....                                                             | 2  |
| 2. Compensation .....                                                                 | 2  |
| 3. Certification of Funds Performance Measures .....                                  | 2  |
| 4. Prevailing Wage Law .....                                                          | 3  |
| 5. Documentation and Security .....                                                   | 3  |
| 6. Basis for Establishing Real Property Values for Acquisitions of Real Property .... | 4  |
| 7. Expenditures Eligible for Reimbursement .....                                      | 4  |
| 8. Billing Procedures and Payment .....                                               | 4  |
| 9. Subcontractor Data Collection .....                                                | 5  |
| 10. Insurance .....                                                                   | 5  |
| 11. Order of Precedence .....                                                         | 7  |
| 12. Reduction in Funds .....                                                          | 7  |
| 13. Ownership of Project/Capital Facilities .....                                     | 7  |
| 14. Change of Ownership or Use for GRANTEE-Owned Property .....                       | 7  |
| 15. Change of Use for Leased Property Performance Measure .....                       | 8  |
| 16. Modification to the Project Budget .....                                          | 8  |
| 17. Signage, Markers and Publications .....                                           | 8  |
| 18. Historical and Cultural Artifacts .....                                           | 9  |
| 19. Reappropriation .....                                                             | 9  |
| 20. Termination for Fraud or Misrepresentation .....                                  | 9  |
| 21. Fraud and Other Loss Reporting .....                                              | 10 |
| 22. Public Records Act .....                                                          | 10 |
| 23. Applicability of Copyright Provisions to Architectural/Engineering Design Work    | 10 |
| General Terms and Conditions .....                                                    | 1  |
| 1. Definitions .....                                                                  | 1  |
| 2. Access to Data .....                                                               | 1  |
| 3. Advance Payments Prohibited .....                                                  | 1  |
| 4. All Writings Contained Herein .....                                                | 1  |
| 5. Amendments .....                                                                   | 1  |
| 6. Americans with Disabilities Act (ADA) .....                                        | 2  |
| 7. Assignment .....                                                                   | 2  |
| 8. Attorney's Fees .....                                                              | 2  |
| 9. Audit .....                                                                        | 2  |
| 10. Breaches of Other State Contracts .....                                           | 3  |
| 11. Confidentiality/Safeguarding of Information .....                                 | 3  |
| 12. Conflict of Interest .....                                                        | 3  |
| 13. Copyright Provision .....                                                         | 4  |
| 14. Disputes .....                                                                    | 4  |
| 15. Duplicate Payment .....                                                           | 5  |
| 16. Governing Law and Venue .....                                                     | 5  |
| 17. Indemnification .....                                                             | 5  |
| 18. Independent Capacity of the Grantee .....                                         | 5  |
| 19. Industrial Insurance Coverage .....                                               | 5  |
| 20. Laws .....                                                                        | 6  |
| 21. Licensing, Accreditation and Registration .....                                   | 6  |
| 22. Limitation of Authority .....                                                     | 6  |
| 23. Noncompliance with Nondiscrimination Laws .....                                   | 6  |
| 24. Pay Equity .....                                                                  | 6  |

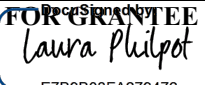
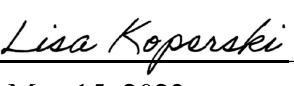
|     |                                               |    |
|-----|-----------------------------------------------|----|
| 25. | Political Activities .....                    | 7  |
| 26. | Publicity .....                               | 7  |
| 27. | Recapture .....                               | 7  |
| 28. | Records Maintenance .....                     | 7  |
| 29. | Registration with Department of Revenue ..... | 7  |
| 30. | Right of Inspection.....                      | 7  |
| 31. | Savings.....                                  | 8  |
| 32. | Severability .....                            | 8  |
| 33. | Site Security.....                            | 8  |
| 34. | Subgranting/Subcontracting .....              | 8  |
| 35. | Survival.....                                 | 8  |
| 36. | Taxes.....                                    | 8  |
| 37. | Termination for Cause .....                   | 8  |
| 38. | Termination for Convenience .....             | 9  |
| 39. | Termination Procedures.....                   | 9  |
| 40. | Treatment of Assets .....                     | 10 |
| 41. | Waiver .....                                  | 10 |

Attachment A, Scope of Work; Attachment B, Budget; Attachment C, Availability of Funds;  
Attachment D Certification of Prevailing Wages; Attachment E, Certification of LEED

## FACE SHEET

Grant Number: 19-96619-086

**Washington State Department of Commerce  
Local Government Division  
Community Capital Facilities Unit**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>1. GRANTEE</b><br><br>City of Maple Valley<br>P.O. Box 320<br>Maple Valley, Washington 98038                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                        | <b>2. GRANTEE Doing Business As (optional)</b><br><br>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                    |
| <b>3. Grantee Representative</b><br><br>Dave Johnson<br>Parks & Recreation Manager/Asst City Manager<br>(425) 413-6663<br>dave.johnson@maplevalleywa.gov                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                        | <b>4. COMMERCE Representative</b><br><br>Ranya Aboras<br>Project Manager<br>(360) 464-0389<br>Fax 360-586-5880<br>ranya.aboras@commerce.wa.gov <div style="float: right; text-align: right;">           P.O. Box 42525<br/>           1011 Plum Street SE<br/>           Olympia, WA 98504-2525         </div>                                                                                                                                                                                                         |                                                                                                                    |
| <b>5. Grant Amount</b><br>\$321,070.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>7/1/2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>8. End Date</b><br>6/30/2025, contingent on<br>reappropriation,<br>6/30/2023 if funds are not<br>reappropriated |
| <b>9. Federal Funds (as applicable)</b><br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                        | <div style="display: flex; justify-content: space-between;"> <div> <b>Federal Agency</b><br/>           N/A         </div> <div> <b>CFDA Number</b><br/>           N/A         </div> </div>                                                                                                                                                                                                                                                                                                                           |                                                                                                                    |
| <b>10. Tax ID #</b><br>91-1801854                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>11. SWV #</b><br>0018017-00                                                                                                                                         | <b>12. UBI #</b><br>601-795-605                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>13. DUNS #</b><br>N/A                                                                                           |
| <b>14. Grant Purpose</b><br><br>The purpose of this performance-based contract is to provide funding for construction of a playground at Community Park as described in Attachment A – Scope of Work (the “Project”).<br><br>COMMERCE, defined as the Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” – Certification of Availability of Funds to Complete the Project, Attachment “D” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “E” – Certification of Intent to Enter LEED process. |                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                    |
| <div style="border: 1px solid black; padding: 5px;"> <b>FOR GRANTEE</b><br/> <br/> <small>E7B0B03FA270472...</small><br/>           Laura Philpot, City Manager<br/>           5/19/2023   9:30 AM PDT<br/>           Date         </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                        | <div style="border: 1px solid black; padding: 5px;"> <b>FOR COMMERCE</b><br/> <br/> <small>80342B04866C458...</small><br/>           Mark K. Barkley, Assistant Director<br/>           5/22/2023   12:11 PM PDT<br/>           Date<br/><br/> <b>APPROVED AS TO FORM</b><br/> <br/>           May 15, 2023<br/>           Date         </div> |                                                                                                                    |

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

THIS CONTRACT, entered into by and between City of Maple Valley ("GRANTEE"), a unit of local government, and the Washington State Department of Commerce ("COMMERCE"), WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2018, Chapter 298, Section 1012, made an appropriation to support the 2019 Local and Community Projects Program, and a reappropriation in Laws of 2019, Chapter 413, Section 1052, and in Laws of 2021, Chapter 332, Section 1047 and directed COMMERCE to administer those funds;

WHEREAS, the GRANTEE intends to complete the Project, which will result in the construction of a playground at Community Park; and

WHEREAS, the enabling legislation stipulates that the GRANTEE is eligible to receive funding for the Project.

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

**1. GRANT MANAGEMENT**

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

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

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

**2. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$321,070.00 for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

**3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES**

A. The release of state funds under this contract is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this contract.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed,

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii) In-kind contributions, subject to COMMERCE'S approval.

- B.** The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE'S review upon reasonable request.

**4. PREVAILING WAGE LAW**

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

**5. DOCUMENTATION AND SECURITY**

The provisions of this section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over \$250,000 in state funds. Additionally, Commerce reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this section.

- A. Deed of Trust.** This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of contract execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the grant as set forth in Section 2, hereof.
- B. Term of Deed of Trust.** The Deed of Trust shall remain in full force and effect for a minimum period of ten (10) years following the later of: (1) final payment of state funds to the GRANTEE under this grant; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made useable to the public for the purpose intended by the Legislature. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance.** The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Covenant.** If the project will be partially funded by a loan and the term of said loan is less than the commitment period under this grant contract, COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this contract for at least the term of the commitment period
- E. Subordination.** COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

**6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES**

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement as follows:

- a. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- b. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

**7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT**

The GRANTEE may be reimbursed, at the rate set forth elsewhere in this contract, for Project expenditures corresponding to activities described in the Scope of Work in the following cost categories:

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
  - Site preparation and improvements;
  - Permits and fees;
  - Labor and materials;
  - Taxes on Project goods and services;
  - Capitalized equipment;
  - Information technology infrastructure; and
  - Landscaping.

**8. BILLING PROCEDURES AND PAYMENT**

COMMERCE shall reimburse the GRANTEE for one-hundred percent (100%) of eligible Project expenditures, up to the maximum payable under this contract. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the contract. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this contract, or within fifteen (15) days following the end of the state biennium unless contract funds are reappropriated by the Legislature in accordance with Section 19, hereof.

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another grant contract, GRANTEE must clearly identify such grant contracts in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE.

COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

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

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

**Duplication of Billed Costs**

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

**Disallowed Costs**

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

**9. SUBCONTRACTOR DATA COLLECTION**

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

**10. INSURANCE**

**A. Insurance Requirements for Reimbursable Activities**

The GRANTEE will maintain appropriate insurance coverage throughout any period in which reimbursable activities are conducted. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

**B. Additional Insurance Requirements During the Term of the Grant**



**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The GRANTEE shall provide proof to COMMERCE of the following insurance coverage as applicable:

**Commercial General Liability Insurance Policy.** Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability related to this Grant but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants. Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15.

**Property Insurance.** The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

- Loss or damage by fire and such other risks;
- Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
- Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks or similar apparatus now or hereafter installed in a building or building on the premises.

Property Insurance coverage shall be maintained in full force and effect during the term of this Grant and throughout the commitment period described in Special Terms and Conditions Section 5, 14, and 15

**Fidelity Insurance.** Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B.** Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.

Fidelity Insurance coverage shall be maintained in full force and effect during the term of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. The insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall provide to COMMERCE copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

**Professional Liability, Errors and Omissions Insurance for Contractors.** The GRANTEE shall require that any contractors providing professional services that are reimbursable under this Grant maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall require such contractors to maintain minimum limits of no less than \$1,000,000 per occurrence.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under these policies.

**GRANTEES and Local Governments that Participate in a Self-Insurance Program.**

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

**11. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Certification of the Availability of Funds to Complete the Project
- Attachment D – Certification of the Payment and Reporting of Prevailing Wages
- Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

**12. REDUCTION IN FUNDS**

In the event state funds appropriated for the work contemplated under this contract are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the contract period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the contract accordingly.

**13. OWNERSHIP OF PROJECT/CAPITAL FACILITIES**

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this contract and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this contract; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this contract. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this contract.

**14. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY**

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this contract, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this contract.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

**15. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE**

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this contract shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this contract for a period of at least ten (10) years from the later of: (1) the date the final payment is made hereunder; or (2) the date when the facility improved or acquired with grant funds, or a distinct phase of the Project, is made usable to the public for the purpose intended by the Legislature.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 27 (Recapture provision) of the General Terms and Conditions.

**16. MODIFICATION TO THE PROJECT BUDGET**

- A. Notwithstanding any other provision of this contract, the GRANTEE may, at its discretion, make modifications to line items in the Project Budget (Attachment B), hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Project Budget (Attachment B,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 2 of this contract.

**17. SIGNAGE, MARKERS AND PUBLICATIONS**

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

If, during the period covered by this contract, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

**18. HISTORICAL AND CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

**19. REAPPROPRIATION**

- A. The parties hereto understand and agree that any state funds not expended by June 30, 2023 will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this contract shall be contingent upon the terms of such reappropriation.

**SPECIAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- B. In the event any funds awarded under this contract are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

**20. TERMINATION FOR FRAUD OR MISREPRESENTATION**

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this contract, COMMERCE reserves the right to terminate or amend this contract accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

**21. FRAUD AND OTHER LOSS REPORTING**

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

**22. PUBLIC RECORDS ACT**

Notwithstanding General Terms and Conditions Section 11, COMMERCE is a public agency subject to the Public Records Act, Chapter 42.56 RCW (the "PRA"). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 11, COMMERCE will notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

**23. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK**

The "Copyright Provisions", Section 13 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**1. DEFINITIONS**

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Grant" and "Agreement" and "Contract" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any exhibits, attachments, documents, or materials incorporated by reference, and any amendments executed by the parties.
- D. "GRANTEE" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

**2. ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

**3. ADVANCE PAYMENTS PROHIBITED**

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

**4. ALL WRITINGS CONTAINED HEREIN**

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

**5. AMENDMENTS**

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

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

**6. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**7. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

**8. ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

**9. AUDIT**

**A. General Requirements**

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. State Funds Requirements**

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

**C. Documentation Requirements**

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:

Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

**10. BREACHES OF OTHER STATE CONTRACTS**

GRANTEE is expected to comply with all other contracts executed between GRANTEE and the State of Washington. A breach of any other agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's discretion, be deemed a breach of this Agreement.

**11. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A.** "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B.** The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**12. CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and



**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Any person identified by the GRANTEE and their subcontractors(s) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

**13. COPYRIGHT PROVISIONS**

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

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

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

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

**14. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

**15. DUPLICATE PAYMENT**

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this contract does not duplicate any work to be charged against any other grant, subgrant/subcontract, or agreement.

**16. GOVERNING LAW AND VENUE**

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

**17. INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

**18. INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

**19. INDUSTRIAL INSURANCE COVERAGE**

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

**20. LAWS**

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

**21. LICENSING, ACCREDITATION AND REGISTRATION**

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

**22. LIMITATION OF AUTHORITY**

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this contract is not effective or binding unless made in writing and signed by the Authorized Representative.

**23. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

**24. PAY EQUITY**

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
  - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

**25. POLITICAL ACTIVITIES**

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

**26. PUBLICITY**

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

**27. RECAPTURE**

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

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

**28. RECORDS MAINTENANCE**

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

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

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

**29. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

**30. RIGHT OF INSPECTION**

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

**31. SAVINGS**

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

**32. SEVERABILITY**

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

**33. SITE SECURITY**

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**34. SUBGRANTING/SUBCONTRACTING**

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this contract without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

**35. SURVIVAL**

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

**36. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

**37. TERMINATION FOR CAUSE**

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant.

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

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

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

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

**38. TERMINATION FOR CONVENIENCE**

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

**39. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

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

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its

**GENERAL TERMS AND CONDITIONS  
GENERAL GRANT  
STATE FUNDS**

- discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
  5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
  6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
  7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

**40. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant  
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

**41. WAIVER**

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

### Scope of Work

Funds awarded under this grant will be used by the City of Maple Valley to complete construction of Community Park to include an inclusive and immersive playground located at, 23675 SE Tahoma Way, Maple Valley, WA 98038.

This will include but is not limited to construction and capitalized equipment.

This project will serve as a benefit to the public by enhancing the City of Maple Valley's ability to provide an outdoor recreational space to enhance healthy living.

The project was completed in July 2019.

Costs related to the work will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

### CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

DocuSigned by:  
  
57B9B03FA279472...  
\_\_\_\_\_  
GRANTEE  
City Manager  
\_\_\_\_\_  
TITLE  
5/19/2023 | 9:30 AM PDT  
\_\_\_\_\_  
DATE



Budget

| Line Item                  | Amount          |
|----------------------------|-----------------|
| Architecture & Engineering | \$555,000.00    |
| Construction               | \$10,874,734.00 |
| Capitalized Equipment      | \$306,544.00    |
| Total Contracted Amount:   | \$11,736,278.00 |

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

DocuSigned by:  
*Laura Philpot*  
E7B9B03FA279472....

GRANTEE

City Manager

TITLE

5/19/2023 | 9:30 AM PDT

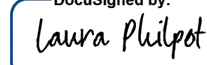
DATE

**Certification of the Availability of Funds to Complete the Project**

| <b>Non-State Funds</b>                   | <b>Amount</b>   | <b>Total</b>           |
|------------------------------------------|-----------------|------------------------|
| City Bonds & Park Impact Fees            | \$5,060,221.00  |                        |
| County Grant                             | \$235,000.00    |                        |
| County Levy Funds                        | \$173,147.00    |                        |
| REET                                     | \$2,396,850.00  |                        |
| Surface Water/Transportation Funds       | \$806,267.00    |                        |
| Sale of Surplus Property                 | \$2,743,723.00  |                        |
| Total Non-State Funds                    | \$11,415,208.00 | \$11,415,208.00        |
| <b>State Funds</b>                       |                 |                        |
| State Capital Budget                     | \$321,070.00    | \$321,070.00           |
| <b>Total Non-State and State Sources</b> |                 | <b>\$11,736,278.00</b> |

**CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this contract and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this contract, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE'S review upon reasonable request.

DocuSigned by:  
  
 E7B9B03FA279472...  
 GRANTEE  
 City Manager  
 TITLE  
 5/19/2023 | 9:30 AM PDT  
 DATE

**Certification of the Payment and Reporting of Prevailing Wages****CERTIFICATION PERFORMANCE MEASURE**

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE'S review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

DocuSigned by:



E7B9B03FA279472...

GRANTEE

City Manager

TITLE

5/19/2023 | 9:30 AM PDT

DATE

**Certification of Intent to Enter the  
Leadership in Energy and Environmental Design (LEED) Certification Process**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this contract. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

Not  
Practicable  
Exemption

\_\_\_\_\_  
GRANTEE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

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Date: September 25, 2023  
To: City Council  
From: Laura Philpot, City Manager  
Subject: **Commissioner Appointment**

On September 11, 2023, the City Council interviewed several candidates for vacant commission seats. This evening, Council will be asked to appoint candidates as follows:

The following candidate was interviewed for the two (2) vacant Voting positions for the **Public Arts Commission** position:

- Kendra Peterson

The following candidates were interviewed for the below vacant **Economic Development Commission** positions:

- Local school district representative  
*Tracy Krause*
- Student representative, or youth-at-large, or Tahoma PTA member who resides within the city limits  
*Derek Fitts (student representative)*
- City of Maple Valley resident  
*Clayton Brenden*  
*Michael Royse*



CITY OF MAPLE VALLEY  
COMMUNITY SERVICES APPLICATION

Public Arts Commission

Name: Kendra Peterson \_\_\_\_\_

Home Address: \_\_\_\_\_, maple valley

Home phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email address: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

**NOTICE**

Each applicant will be interviewed in public by City Council prior to the Council meeting

**\*Select which the following apply (you may select more than one if applicable).**

- ☒ I reside within the corporate limits of the City of Maple Valley
- ☐ I am employed within the corporate limits of the City of Maple Valley
- ☐ I am a High School or College student and live within Tahoma 409 School District boundaries

**\*What position are you applying to fill, a voting or non-voting position?**

- ☐ Voting (member) ☒ Non-Voting (Two (2) Students (HS and/or College); One (1) member employed within the corporate limits of the City of Maple Valley and Three (3) Alternates)

**Please answer the following questions:**

1. List your educational background.

BFA from the University of North Texas in Communication Design.

2. Please state your occupational background, beginning with your current occupation and employer (may attach resume).

Currently a freelance visual designer with 20 years of experience in the advertising industry. Most recently worked for Persona Nutrition (Snoqualmie, wa) as a Senior Visual Designer. My full resume is attached.

3. What other special expertise do you have which would be applicable to the Public Arts Commission?

I have studied design and have been an industry professional for 20+ years. I moved to Maple Valley in 2019 and absolutely love it here, I want to contribute to the city's future and help Maple Valley continue to be a great place to live.

4. Describe your involvement in the Maple Valley community (current or past involvement).

I moved to Maple Valley in 2019; my son goes to Tahoma schools, I have volunteered at Elk Run in the past, and I was an active participant in the preliminary meetings about the new downtown standards, as well as the possible Maple Valley/Covington Community Center.

5. Please explain why you are interested in serving in this volunteer position.

I love living here, and I want to give back to the community by using my skillset to serve Maple Valley.

6. What do you see the role of the Public Arts Commission playing in the City of Maple Valley?

improving the lives of the citizens by creating public access to art and music and beautifying the city.

7. What do you consider to be a "successful" Public Arts Commission for the City of Maple Valley?

Listening to the needs and wants of the community, creating inclusive spaces and opportunities for local artists.

### Attendance & Training Requirements

**Appointments to this commission will require your consistent attendance at regularly scheduled meetings. Are you able to meet this requirement?**

☒ Daytime meetings (a check indicates yes) ☒ Evening meetings (a check indicates yes)

**Appointment to this commission will require you complete Open Public Meetings Act and Public Records Act training within the first 30 days following appointment. Are you able to meet this requirement?** ☒ (a check indicates yes)



**summary**

UX/UI and visual creative problem solver with 15 years experience of resourceful user-centric design thinking. Experienced remote worker within a global team. Detailed and thoughtful multi-media solutions, and excited to utilize design expertise to craft beautiful, user-focused product experiences for my clients.

**core competencies**

User personas  
Branding  
Design systems

Packaging & publication  
Wireframes  
User research

Prototyping  
UI design  
Adobe suite

Figma, XD & Sketch  
HTML & CSS  
Iconography

**experience**

|      |                                                                 |                                                                                                                                                                                         |
|------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2023 | Sr. Visual Designer<br>Persona Nutrition<br>Remote              | UI design for web and app, brand visual and guideline development, iconography, email design, and packaging design for customer unboxing experience.                                    |
| 2019 | Digital Designer<br>Solera Holdings Inc.<br>Remote              | UI and web design for a new marketing team. Communicate with the global team to create style guides, wireframes, web sites, UX/UI, templates and presentations.                         |
| 2018 | UX/UI Designer<br>Chinestory<br>Remote Freelance                | Collaborate and develop the Chinestory brand, including user research, journey, wireframes, brand guidelines, publication, social, and user interface screens for app.                  |
| 2018 | Graphic Designer<br>The Loomis Agency<br>Dallas, TX             | Worked in a variety of media including storyboards and motion graphics, TV, print and social. Lead designer on Golden Chick Franchisee account.                                         |
| 2015 | Assistant ESL Teacher<br>JET Program of Japan<br>Okayama, Japan | Taught ESL to High School students in Japan. Leaned heavily on UX thinking to understand the student's learning process, and plan fun and engaging lessons.                             |
| 2013 | Jr. Production Coordinator<br>RAPP Worldwide<br>Dallas, TX      | Organize, tag with metadata and upload assets to an online repository. Build mechanical print-ready files. Coordinate with project stakeholders to ensure files were completed on-time. |

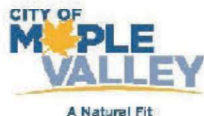
**education**

Google UX Certificate

UX/UI Certificate  
CareerFoundry

BFA in Communication Design  
University of North Texas





CITY OF MAPLE VALLEY  
COMMUNITY SERVICES APPLICATION

**ECONOMIC DEVELOPMENT COMMISSION**

Name: **Derek Fitts**

Home Address: [REDACTED]

Home phone: \_\_\_\_\_

Cell Phone: [REDACTED]

Email address: [REDACTED]

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

**NOTICE**

Each applicant will be interviewed in public by City Council prior to a Council meeting

**\*Select which the following areas of economic development listed below in which you have experience (you may select more than one if applicable). All positions are voting members.**

- ☐ Chamber of Commerce Representative   ☐ Commercial Real Estate Developer   ☐ Local Business owner
- ☐ Higher Education Institution   ☐ Financial Institution (bank or credit union)   ☐ Local School District Representative
- ☐ Public Utility (electric, water/sewer, telecommunications)   ☐ Tourism Attraction/Event/Event Venue
- ☒ Youth-at Large

**Please answer the following questions:**

1. List your educational background.

**I graduated from Tahoma High School in 2018. I am currently attending Green River College pursuing a degree in Computer Science. I have also completed ECON 100 (Intro to Economics) with a GPA of 3.7, which covers the basics of Microeconomics and Macroeconomics**

2. Please state your occupational background, beginning with your current occupation and employer (may attach resume).

**I have worked at the Maple Valley Fred Meyer from 2017 to 2022, primarily working the in Grocery department. The duties involved customer service, working with machinery and trucks; stocking items and cleaning. I also spent some time in the Grocery department as a manager.**

3. What other special expertise do you have which would be applicable to the Economic Development Commission?

**As listed before, I have taken a class in Intro to Economics, which includes the basics of Microeconomics and Macroeconomics. Related to my degree path at GRC, I am knowledgeable in mathematics and calculus. For applied skills, I have experience in using several Microsoft Office tools such as Word and Excel. This also extends to Google Sheets.**

4. Describe your involvement in the Maple Valley community (current or past involvement).

**In 2018 I briefly volunteered at the Lake Wilderness Arboretum, mostly involving landscaping work. I have been getting involved with the city of Maple Valley since April 2023, primarily attending Planning Commission meetings. I have not had any experience working with the city directly.**

5. Please explain why you are interested in serving in this volunteer position.

**As per the position title, Student Representative, I want to use this as an opportunity to learn about the economics of the city and how to best serve not only a commission, but the city too. I have previously tried to be appointed to the Planning Commission, and after not getting a seat, several city members suggested that I try to engage with the Economic Development Commission.**

6. What do you see the role of the Economic Development Commission playing in the City of Maple Valley?

**In the simplest terms, the goal of the Economic Development Commission is to promote economic development within the city. The commission must meet the needs of the city's people and businesses, as well as abiding by any regulations and laws put in place by the city, state, and federal governments. The EDC serves to provide economic opportunity the people of Maple Valley.**

7. What do you consider to be "successful" economic development for the City of Maple Valley?

**To be completely blunt, without the businesses that provide for Maple Valley, there would be no city. If there is no space, no incentive, or no reason to start a business in Maple Valley. Successful economic development is when people have a desire to not only make money, but to spend money in the city of Maple Valley.**



## Attendance & Training Requirements

Appointments to this commission will require your consistent attendance at regularly scheduled meetings. Are you able to meet this requirement?

☒ Daytime meetings (a check indicates yes) ☒ Evening meetings (a check indicates yes)

*Appointment to this commission will require you complete Open Public Meetings Act and Public Records Act training within the first 30 days following appointment. Are you able to meet this requirement?* ☒ (a check indicates yes)

**Please submit this application by the deadline.**



**CITY OF MAPLE VALLEY  
COMMUNITY SERVICES APPLICATION**

**ECONOMIC DEVELOPMENT COMMISSION**

Name: **Clayton Brenden**

Home Address: [REDACTED] MV 98038

Home phone: \_\_\_\_\_

Cell Phone: [REDACTED] Email address: [REDACTED]

Work Address: **FEDERAL WAY**

Work Phone: **SAME AS ABOVE**

**NOTICE**

Each applicant will be interviewed in public by City Council prior to a Council meeting

**\*Select which the following areas of economic development listed below in which you have experience (you may select more than one if applicable). All positions are voting members.**

- ☒ Chamber of Commerce Representative   ☐ Commercial Real Estate Developer   ☐ Local Business owner
- ☐ Higher Education Institution   ☒ Financial Institution (bank or credit union)   ☐ Local School District Representative
- ☐ Public Utility (electric, water/sewer, telecommunications)   ☐ Tourism Attraction/Event/Event Venue
- ☐ Youth-at Large

**Please answer the following questions:**

1. List your educational background.

**Bachelors in economics, Minor in Political Science from Western Washington University. Graduated August 2011**

2. Please state your occupational background, beginning with your current occupation and employer (may attach resume).

**Current Employer/Occupation (2014-present): Expeditors International of WA-Supply Chain Analyst**

**Previous Employer/Occupation (2013-2014): Columbia Bank-Personal Banker**

**Internship (Summer 2010): Center for Economic Vitality - Chamber of Commerce Rep**

3. What other special expertise do you have which would be applicable to the Economic Development Commission?

**The add'l skillset I am excited to bring to the EDC is an analytical and project management perspective.**

**More precisely, I'd like to go out and find data or information relevant to different initiatives being pursued by the committee and deliver information with each meeting on my findings.**

4. Describe your involvement in the Maple Valley community (current or past involvement).

**Discovered MV 4-5 years ago and was drawn to Lake Wilderness trail/park. Moved to MV in 2021. My wife, Sarah, works for the city of MV and my parents both moved to MV in 2021.**

**This is my first volunteer pursuit within the city. I'm interested in the "resident" committee member opening.**

5. Please explain why you are interested in serving in this volunteer position.

**This is my first step toward volunteering in the community I live in. If you envision personal growth along a path of first learning, then earning, then serving, I've now graduated to the point in my life where I'm ready to serve. Not only has my family chosen to put down roots in this community but we are also financially invested in the community (Through my wife's work with the City and our rental property in the Elk Run neighborhood) and know this is the place we will be forever.**

**The city envisions a lot of growth and development over the next 20 years according to the Comp Plan and I intend to participate any way I can.**

**Economic Development has been a consistent interest to me since college. I studied**

6. What do you see the role of the Economic Development Commission playing in the City of Maple Valley?

**The role I envision the EDC playing is to blend unique perspectives from both public and private interests for the sake of developing/growing a community to become more economically vibrant, safe, and create value for the folks that have chosen to invest their lives in it.**

**More precisely, I believe The EDC needs to develop a "brand" and an identity for MV that distinguishes it from neighboring cities like Renton, Kent and Covington as it pursues its Comp Plan goals.**

**I grew up in Seattle and had never heard of MV growing up and now that I live here and talk about it with friends and family, many of them still don't know where MV is on a map, but if you tell them it's 15 minutes east of Renton off 405 they're blown away at never having known it was out here.**

7. What do you consider to be "successful" economic development for the City of Maple Valley?

**Successful development to me includes but is not limited to the below**

- 1. Swift development of a city center/downtown according to the Council's vision**
- 2. Develop a "brand" and an identity that draws folks to the area in the form of commerce, investment, and enjoyment.**
- 3. Maintain public needs such as safety, traffic, utilities as growth and development take place**
- 4. Develop areas of the city to allow greater accessibility and walkability such as bike lanes, trail access, pedestrian bridge over 169, etc.**
- 5. Create an entertainment space to host events that draw folks to the city and allow residents to enjoy as well.**
- 6. Leverage city features that already create enthusiasm for MV (school district, trails, lakes, parks, secure/safe community rating, farmers market)**
- 7. Avoid development/zoning that encourages undesirable land use such as industrial lots, storage facilities, strip malls, vacant commercial space**
- 8. Build/create community aesthetics that builds interest and vibrancy (Issaquah/Snoqualmie as examples)**
- 9. Create a space dedicate to the Arts, History, Entertainment.**



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**Please submit this application by the deadline.**



CITY OF MAPLE VALLEY  
COMMUNITY SERVICES APPLICATION

**ECONOMIC DEVELOPMENT COMMISSION**

Name: **Tracy Krause**  
Home Address: **[REDACTED]**  
Home phone: **[REDACTED]**  
Cell Phone: **[REDACTED]** Email address: **[REDACTED]**  
Work Address: **25720 Maple Valley - Black Diamond Rd SE**  
Work Phone: **425 413 3472**

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- ☐ Chamber of Commerce Representative ☐ Commercial Real Estate Developer ☐ Local Business owner  
☐ Higher Education Institution ☐ Financial Institution (bank or credit union) ☒ Local School District Representative  
☐ Public Utility (electric, water/sewer, telecommunications) ☐ Tourism Attraction/Event/Event Venue  
☐ Youth-at Large ☐ Workforce Development agency, Small Business Center (SBDC), Human Resources, or Staffing agency  
☐ City of Maple Valley Resident

**Please answer the following questions:**

1. List your educational background.

**Bachelor's Degree from Washington State University  
Master's Degree from City University  
National Board for Professional Teaching Standards Certification**

2. Please state your occupational background, beginning with your current occupation and employer (may attach resume).

**Assistant Superintendent of Operations and Resources, Tahoma School District**

**I also taught in Tahoma for 25 years, worked in teaching and learning and was the assistant director and then acting director of human resources**



3. What other special expertise do you have which would be applicable to the Economic Development Commission?

**My experience from the school district side around new schools**

4. Describe your involvement in the Maple Valley community (current or past involvement).

**I am a member of Rotary**

5. Please explain why you are interested in serving in this volunteer position.

**To represent the school district and support a strong relationship with our partners in the community**

6. What do you see the role of the Economic Development Commission playing in the City of Maple Valley?

**To support appropriate growth.**

7. What do you consider to be “successful” economic development for the City of Maple Valley?

**A strong relationship between stakeholders that leads to enthusiastic discussion and results in great decision making.**

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**CITY OF MAPLE VALLEY  
COMMUNITY SERVICES APPLICATION**

**ECONOMIC DEVELOPMENT COMMISSION**

Name: **Michael Royse**

Home Address: [REDACTED] Maple Valley, WA 98038

Home phone: \_\_\_\_\_

Cell Phone: [REDACTED] Email address: [REDACTED]

Work Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_

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- ☐ Youth-at Large

**Please answer the following questions:**

1. List your educational background.

**J.D., cum laude, Seattle University School of Law, 2014  
B.S., Business Administration, University of Oregon, 2009**

2. Please state your occupational background, beginning with your current occupation and employer (may attach resume).

**Partner/Attorney - Eisenhower Carlson PLLC  
- Joined Eisenhower in 2015  
- Partner since 2021  
- Practice Areas: Commercial Real Estate and Business Transactions**

3. What other special expertise do you have which would be applicable to the Economic Development Commission?

**Business owner and real estate/business attorney, but please note that I am applying for the position of "City of Maple Valley resident" (which was not available in the section above, but was included in the August 23 posting to the City website.**

4. Describe your involvement in the Maple Valley community (current or past involvement).

**This would be my first formal involvement in the Maple Valley community (resident since 2021).**

5. Please explain why you are interested in serving in this volunteer position.

**Since moving to Maple Valley, my family has fallen in love with the town and the community. My wife and I intend to raise our kids here and live in the town for decades to come. Accordingly, I want to help give back to the community I call home. This Commission seems to be the best place for me to utilize my expertise as an attorney to accomplish that.**

6. What do you see the role of the Economic Development Commission playing in the City of Maple Valley?

**The Committee, collectively, is a subject matter expert in the field of business development, that will provide recommendations to the City to help attract good and desirable businesses to Maple Valley to help provide a better community for Maple Valley residents.**

7. What do you consider to be "successful" economic development for the City of Maple Valley?

**Successful economic development is (a) providing fertile soil for existing businesses to thrive, (b) attracting new businesses that cater to the wants and needs of Maple Valley residents, and (c) creating jobs for the community.**

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