



## SPECIAL MEETING AGENDA MAPLE VALLEY CITY COUNCIL

Monday, August 24, 2020  
7:00 p.m.

City of Maple Valley City Hall  
22017 SE Wax Road, Suite 200

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

<https://maplevalleywa.zoom.us/j/93443007280?pwd=aEhzZDBPb1o2UkFFYXdhcjFsbmN3QT09>

**Dial In option: 1-253-215-8782 Meeting ID: 934 4300 7280 Password: 866307**

Time  
Estimations

1. CALL TO ORDER
2. 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 AM August 24, 2020 should include name and address of commenter.

4. APPROVAL OF THE AGENDA
5. CONSENT CALENDAR

5 min.

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 Meeting(s) on July 20, July 27, and August 10, 2020
- (b) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 30769-30809 and 501345, voided check(s) 30731, and direct deposits August 19, 2020 for a total amount of \$1,440,466.35
- (c) Ordinance No. O-20-704 amending Chapter 12.10 of the Maple Valley Municipal Code entitled "Road Standards" providing for clarity and establishing planting standards for street trees
- (d) Resolution No. R-20-1477 constituting Final Acceptance of the Public Works Construction Contract S-15 2019 Stormwater Pond Fencing Installation and Repair Project and authorizing staff to close out the contract with Commercial Fence Corporation



- (e) Resolution No. R-20-1478 accepting two Utility Easements along Witte Road for the T-28B Phase 2 Project and authorizing the City Manager to indicate such acceptance by execution and to compensate the underlying property owners
- (f) Resolution No. R-20-1480 authorizing the City Manager to execute an Enterprise Enrollment Agreement with Microsoft Corporation for Software Licensing Services

6. PUBLIC HEARING

7. BOARD, COMMISSION, COMMITTEE REPORTS

5 min. (a) Illegal Tree Cutting Penalties Municipal Code update Planning Commission handoff..... Chair Candace Tucker

8. REPORT OF THE CITY MANAGER

- (a) City update
- (b) Community Emergency Preparedness Fair cancellation
- (c) Tri-City Meeting update

9. COUNCIL REPORTS

10. CONTINUED BUSINESS

20 min. (a) Resident and Business Surveys ..... Economic Development Manager Tim Morgan

5 min. (b) Downtown Design Standards.....Senior Planner Amy Taylor

15 min. (c) Interim Zoning-Multi-family housing in Commercial Zones .....Senior Planner Amy Taylor

11. ORDINANCES, RESOLUTIONS, AND MOTIONS

12. NEW BUSINESS

20 min. (a) Ordinance No. O-20-705 amending Chapter 18.40.130 of the Maple Valley Municipal Code entitled "Landscaping and Tree Retention" .....Senior Planner Amy Taylor

5 min. (b) Resolution No. R-20-1479 authorizing the City Manager to enter into a Washington State Military Department Emergency Management Performance Grant COVID-19 Supplemental Agreement..... City Clerk/Emergency Manager Shaunna Lee

13. FOR THE GOOD OF THE ORDER..... Council

(a) Joint meeting with Tahoma School District Board..... Mayor

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 AM August 24, 2020 should include name and address of commenter.

15. **ANNOUNCEMENT OF NEXT MEETING**  
SPECIAL MEETING  
SEPTEMBER 14, 2020 AT 7:00 P.M.  
ZOOM MEETING INFORMATION TO FOLLOW
16. EXECUTIVE SESSION
  - (a) Executive Session to discuss with legal counsel potential litigation pursuant to RCW 42.30.110(i)
17. ADJOURNMENT

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**CITY OF MAPLE VALLEY, WASHINGTON**  
**CITY COUNCIL**  
**MINUTES OF SPECIAL MEETING**  
**JULY 20, 2020**  
Maple Valley City Hall  
22017 SE Wax Road, Suite 200, Maple Valley  
Held via Zoom Webinar

**1. CALL TO ORDER**

Deputy Mayor Parnello called the meeting to order at 6:01 p.m.

Councilors present: Linda Olson, Les Burberry, Linda Johnson, Erin Weaver, Syd Dawson, Deputy Mayor Dana Parnello, and Mayor Sean Kelly

**MOTION** to excuse Mayor Kelly made by Councilor Olson and seconded by Councilor Burberry. Motion carried, 6-0.

**MOTION** made to add Public Comment as item 3.) by Councilor Dawson seconded by Councilor Weaver. Motion carried, 6-0.

Staff Present: City Manager Laura Philpot, Public Works /Community Development Manager Tawni Dalziel, Senior Planner Amy Taylor, Community Development Manager Matt Torpey, Associate Engineer Amy Shaw, Economic Development Manager Tim Morgan, and City Clerk Shaunna Lee-Rice

**2. STUDY SESSION**

**(a) Interim Zoning Regulations Follow-Up**

Senior Planner Amy Taylor presented a PowerPoint outlining the history of the interim zoning and the presentation will be included with the approved minutes. Request of Planning Commission:

1. Multi-family on commercial (density and location)
2. Promotes economic development

Staff will draft a document capturing the direction to pass along to the Planning Commission at the Joint Meeting on August 10, 2020.

**(b) Legacy Site Public Private Partnership Update**

Only one proposal in response to the RFQ was submitted, staff is recommending formal rejection of the submittal, and get together with subcommittee to meet with industry developers for input, and bring back to Council for consideration and formal action.

**3. PUBLIC COMMENTS:**

Layne Barnes, P.O. Box 1319, Maple Valley, spoke about his time on the Growth Management Planning Commission. He supports the direction given to the Planning Commission and complimented the Council for the discussion.

Chris Pallis, 8015 SE 28<sup>th</sup> Street, Maple Valley, stated he has been developing in Maple Valley for many years. He spoke about the current projects in Maple Valley are and he would like Council to consider a reasonable limit for commercial space in mixed-use multifamily projects. He expressed concerns with the parking percentages.

Jonathon Miller, 26216 233<sup>rd</sup> Ct SE, Maple Valley, stated he appreciates the dialog and stated that the Planning Commission would benefit from more detailed guidance on types of business stimulation economic development allowing multifamily in the Town Center and commercial zone. He

Betsy Bradsby, 25612 SE Lake Wilderness Place, Maple Valley, commended Council for their discussion. She requested absolute clarity for the Planning Commission on how you can use the incentive of multifamily to target the most income and job generating business.

**MOTION** made to extend the meeting to 8:10 p.m. made by Councilor Burberry seconded by Councilor Weaver. Motion carried, 6-0.

**4. ADJOURNMENT:**

The meeting was adjourned at 8:04 p.m.

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Shaunna Lee-Rice  
City Clerk

**CITY OF MAPLE VALLEY, WASHINGTON**  
**CITY COUNCIL**  
**MINUTES OF REGULAR BUSINESS MEETING**  
**JULY 27, 2020**  
City of Maple Valley City Hall (VIRTUAL ONLY)  
22017 SE Wax Road, Suite 200

**1. CALL TO ORDER**

Mayor Sean P. Kelly called the meeting to order at 7:00 p.m. This meeting was held virtually only via Zoom.

**2. ROLL CALL**

Councilors present: Linda Olson, Les Burberry, Erin Weaver, Syd Dawson, Linda Johnson, Deputy Mayor Parnello and Mayor Sean Kelly.

City Attorney Patricia Taraday was present.

**3. PUBLIC COMMENT:**

PRESENTATION: Integrity Land Group Utility Box Art, Jeff Potter and artists

PROCLAMATION: Dave Casey

**4. APPROVAL OF THE AGENDA**

**MOTION** to approve the agenda made by Deputy Mayor Parnello seconded by Councilor Burberry. Motion carried, 7 - 0.

**5. CONSENT CALENDAR**

- (a) Approval of Minutes of the Special Meeting on July 13 and 20, 2020
- (b) Approval of voucher checks, wire transfers, electronic funds transfer, payroll, and benefit checks numbered 30698-30733 and 501340-501343, voided check(s) 30553 and 30643, and direct deposits July 22, 2020 for a total amount of \$ 942,178.80

- (c) Resolution No. R-20-1475 directing the City Manager to reject the Evergreen Housing Statement of Qualifications for Public Private Partnership on the Legacy Site
- (d) Ordinance No. O-20-702 amending Maple Valley Municipal Code Section 12.15.780 entitled “Fees” and Chapter 16.10 entitled “Development Permit Fees” establishing fees for Development Review, Permitting, Right- of- Way fees, and establishing a technology fee
- (e) Resolution No. R-20-1473 accepting a permanent utility easement along Witte Road for the T-28b Phase 2 project and authorizing the City Manager to indicate such acceptance by execution and to compensate the underlying property owner
- (f) Resolution No. R-20-1474 authorizing the City Manager to execute a Professional Services Agreement with PBS Engineering and Environmental, Inc., for Design Services related to the Witte Road Improvement Project T-28b Phase 3 and authorizing a 2020 budget amendment for such services

**MOTION** to approve the amended Consent Calendar item 5(f) moved to 10(c) was made by Councilor Dawson and seconded by Councilor Burberry. Motion carried, 7 – 0.

**6. PUBLIC HEARING:** None.

**7. BOARDS, COMMISSION, COMMITTEE REPORTS:**

- (a) Planning Commission Right-of-Way Street Tree Code Amendments handoff

Chair Candace Tucker introduced this item and gave an overview of the recommendations.

**8. REPORT OF THE CITY MANAGER:**

- (a) CARES Act Economic Recovery Grant Funding update

- o Overview of funding allocations

- (b) City update

City Manager Philpot

- Economic Development Committee survey questions will be emailed to Council for discussion and action on August 10<sup>th</sup> Study Session
- Governor hold current Phase for foreseeable future
- Thanked staff for their work and patience
- PSOC to meet to discuss King County Council potential action regarding juvenile
- A-frame signs with signage reminding of signage and social distance

- COVID numbers in Maple Valley
- Refusing service at beach concessions and entry into a city facility without a mask/face covering
- Mask Up Washington on reader boards around town

**9. COUNCIL REPORTS:**

- (a) King County Ord 20-0205 and Ord 20-0231

Mayor Kelly gave an update and advised that he is not in favor of an appointed Sheriff and he will continue to speak out against it.

**10. CONTINUED BUSINESS:**

- (a) Resolution No. R-20-1476 authorizing the City Manager to execute a Grant Agreement with the Maple Valley Farmer’s Market

City Manager Laura Philpot gave an update on the details of this Agreement.

**MOTION** made to approve Resolution No. R-20-1476 made by Councilor Burberry and seconded by Councilor Olson. Motion carried, 7-0.

- (b) Ordinance No. O-20-691 amending Chapter 18.50 (the City’s Sign Code) of the Maple Valley Municipal Code entitled “Particular Use Regulations”

Senior Planner Matt Torpey presented on this item and gave a brief history on the Planning Commission’s work on the Code update.

**AMENDED MOTION** made to change wording for Fee Schedule 18.50.010 made by Councilor Dawson and seconded by Councilor Johnson. Motion carried, 7-0.

**MOTION** made to adopt Ordinance No. O-20-691 made by Councilor Burberry and seconded by Councilor Weaver. Motion carried, 7-0.

- (c) Resolution No. R-20-1474 authorizing the City Manager to execute a Professional Services Agreement with PBS Engineering and Environmental, Inc., for Design Services related to the Witte Road Improvement Project T-28b Phase 3 and authorizing a 2020 budget amendment for such services

City Manager Laura Philpot gave an update on the details of this Agreement.

**MOTION** made to approve Resolution No. R-20-1474 made by Councilor Weaver and seconded by Councilor Burberry. Motion carried, 6-1. The dissenting vote was Councilor Johnson.

**11. ORDINANCES, RESOLUTIONS, AND MOTIONS: None.**

**12. NEW BUSINESS:**

- (a) Introduction of the Street Tree list with photos and Code language update

Senior Planner Lance Ferrell presented the introduction of this plan to Council. It will be moved forward to the Consent Calendar at a future meeting.

- (b) Resolution No. R-20-1471 authorizing the City Manager to execute a Lease Agreement with the Maple Valley Farmer's Market

Development Engineer David Casey gave an overview of the Agreement and discussed the success of the new market site.

**MOTION** made to approve Resolution No. R-20-1471 made by Councilor Weaver and seconded by Councilor Olson. Motion carried, 7 - 0.

**MOTION** to extend meeting at 9:15 p.m. to 10:00 p.m. made by Councilor Burberry and seconded by Councilor Dawson. Motion carried, 7-0.

- (c) Resolution No. R-20-1472 authorizing the City Manager to execute a Technology Professional Services Agreement with Opengov, LLC to provide licensing of permitting software and to amend the 2020 Budget for this expenditure anticipated to be reimbursed by CARES Act COVID Relief Funding

Public Works and Community Development Director Tawni Dalziel and addressed this item giving an overview of the packet materials.

**MOTION** to approve Resolution No. R-20-1472 made by Councilor Weaver and seconded by Councilor Olson. Motion carried, 7 – 0.

- (d) Ordinance No. O-20-703 adopting a Public Arts Master Plan

Parks and Recreation Director/Assistant City Manager Dave Johnson presented this item and discussed the process of development of the Plan.

**MOTION** made to adopt Ordinance No. O-20-703 made by Deputy Mayor Parnello and seconded by Councilmember Burberry. Motion carried, 7 - 0.

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

Mayor Kelly would like thank you letters drafted to Jeff Potter and King County Councilmember Regan Dunn.

**14. PUBLIC COMMENT:** None.

**15. ANNOUNCEMENT OF NEXT MEETING**  
**SPECIAL MEETING-STUDY SESSION**  
**AUGUST 10, 2020 AT 6:00 P.M.**  
**ZOOM MEETING INFORMATION TO FOLLOW**

**16. EXECUTIVE SESSION:** None.

**17. ADJOURNMENT:**

The meeting was adjourned at 9:28 p.m.

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Shaunna Lee-Rice  
City Clerk

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**CITY OF MAPLE VALLEY, WASHINGTON**  
**CITY COUNCIL**  
**MINUTES OF SPECIAL MEETING**  
**AUGUST 10, 2020**  
Maple Valley City Hall  
22017 SE Wax Road, Suite 200, Maple Valley

**1. CALL TO ORDER**

Mayor Kelly called the meeting to order at 6:00 p.m. This meeting was held virtually via Zoom.

Councilors present: Linda Olson, Les Burberry, Erin Weaver, Syd Dawson, Linda Johnson, Deputy Mayor Dana Parnello, and Mayor Sean Kelly

Planning Commissioners present: Chair Candace Tucker, Dave Pilgrim, Victoria Schroff, Chris Tallman, Ian McGrady-Beech, Michael Pearce, and Jonathan Miller.

Staff Present: City Manager Laura Philpot, Community Development Manager Matt Torpey, Senior Planner Amy Taylor, and City Clerk Shaunna Lee-Rice

**2. DISCUSSION**

**(a) Planning Commission Work Plan update**

Chair Candace Tucker and Community Development introduced the Planning Commission Work Plan and used the draft in the packet. There was discussion of each of the items including work completed and work left to do.

**(b) Downtown Design Guidelines update**

Daren Crabill and Kim Selby of nbbj Consulting and Senior Planner Amy Taylor presented a PowerPoint, which will be included with the approved minutes. The document will go through an official handoff for review to the Planning Commission at the Council Business meeting on August 24<sup>th</sup> once reviewed it will then come back to Council for final acceptance.

**(c) Council discussion of Economic Development Committee Survey**

Council will provide input on the proposed survey questions to staff this week.

**3. PUBLIC COMMENTS:**

Layne Barnes, P.O. Box 1319, Maple Valley, Slide 40

**4. ADJOURNMENT:**

The meeting was adjourned at 7:58 p.m.

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Shaunna Lee-Rice  
City Clerk



August 24, 2020

To: Mayor Kelly and City Councilors  
 From: Sandy Garrett  
 Subject: Recommendation of Approval of Expenditures

**Background**

On August 19, 2020 the Council Finance Committee reviewed the following expenditures:

	TYPE	CHECK #	Accounts Payable		
<b>Vouchers</b>	Voided Check	30731 (8/10/20)			\$ (319.00)
					<b>Total Voided/Reissued Vouchers \$ (319.00)</b>
<b>Off Cycle</b>	A/P Checks	30769-30770 (CARES Grants 8/13/20)			\$ 14,500.00
	EFT's	951219-951226 (CARES Grants 8/13/20)			\$ 72,500.00
					<b>Total Off-Cycle Vouchers \$ 87,000.00</b>
<b>Vouchers</b>	8/25/2020				
	A/P Checks	30771-30809			\$ 837,335.70
	EFT's	951228-951254			\$ 228,146.18
	Wires	903038-903063			\$ 18,415.42
					<b>Total Vouchers \$ 1,083,897.30</b>
<b>Payroll</b>	8/14/2020		<b>EE Reimb</b>	<b>Employee Share</b>	<b>City Share</b>
	Direct Deposit	709610-709707 (903028)	97.92	170,324.31	\$ 170,324.31
	Payroll Checks	501345		826.74	\$ 826.74
	Benefit EFT's	951227		808.25	\$ 808.25
	Benefit Wire	903029-903037		58,646.43	\$ 97,928.75
			\$ 97.92	\$ 230,605.73	\$ 39,282.32
					<b>Total Payroll \$ 269,888.05</b>

On this 19th day of August 2020, I, the undersigned City Councilor, on behalf of the Finance Committee recommend the approval of the expenditures summarized above in the amount of: **\$ 1,440,466.35**

**Options**

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

  
 \_\_\_\_\_  
 Erin Weaver

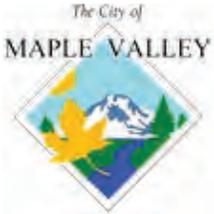
**Recommendation**

Staff recommends Option No. 1.

Linda Olson  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
 Syd Dawson

**Attachment**

Vouchers Listings.



City of Maple Valley

# Payment Reversal Register

APPKT01480 - Check #30731 White Knight

## Canceled Payables

**Vendor Set:** 01 - Vendor Set 01

**Bank:** AP BANK - AP BANK

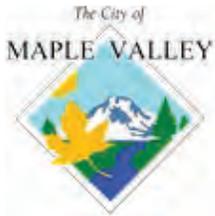
Vendor Number	Vendor Name				Total Vendor Amount
<a href="#">00973</a>	White Knight Safe & Lock, Inc.				-319.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	<a href="#">30731</a>	07/28/2020	07/28/2020	07/28/2020	-319.00
Payable Number:	Description	Payable Date	Due Date		Payable Amount
<a href="#">F48536</a>	June 2020 Services	07/28/2020	07/28/2020		319.00

**Note:**

Duplicate payment had been made and the vendor sent back the original check.

### Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP BANK	-319.00	0.00	-319.00
<b>Report Total:</b>	<b>-319.00</b>	<b>0.00</b>	<b>-319.00</b>



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP BANK-AP BANK</b>						
02124	Joel M Rude, DMD PS	08/13/2020	Regular	0.00	7,000.00	30769
02128	McLaughlin & Associates, LLC	08/13/2020	Regular	0.00	7,500.00	30770
00011	4 Corners Dry Cleaner	08/13/2020	EFT	0.00	7,500.00	951219
02118	BWF LLC	08/13/2020	EFT	0.00	10,000.00	951220
02111	Cote Family Medicine P.S. Inc	08/13/2020	EFT	0.00	10,000.00	951221
00343	Grace Cleaners	08/13/2020	EFT	0.00	7,500.00	951222
02146	Lyn Le	08/13/2020	EFT	0.00	10,000.00	951223
02150	Ristrettos Coffee LLC	08/13/2020	EFT	0.00	7,500.00	951224
02132	Theodore A. Peterson	08/13/2020	EFT	0.00	10,000.00	951225
02140	TV & TT Corp	08/13/2020	EFT	0.00	10,000.00	951226

**Bank Code AP BANK Summary**

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	14,500.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	8	8	0.00	72,500.00
	<b>10</b>	<b>10</b>	<b>0.00</b>	<b>87,000.00</b>

**Note:**

Second batch of CARES Grant recipient payments.

### Fund Summary

Fund	Name	Period	Amount
900	POOLED CASH	8/2020	87,000.00
			<hr/>
			<b>87,000.00</b>



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP BANK-AP BANK</b>						
02079	Adam D. Mclsaac	08/25/2020	Regular	0.00	750.00	30771
00065	American Public Works Association	08/25/2020	Regular	0.00	1,200.00	30772
02053	Aperture Ocean Productions	08/25/2020	Regular	0.00	1,200.00	30773
00278	Embroidery Plus, LLC	08/25/2020	Regular	0.00	694.10	30774
00324	GFOA	08/25/2020	Regular	0.00	100.00	30775
01288	Green River College	08/25/2020	Regular	0.00	5,000.00	30776
00368	Head-Quarters Portable Toilet, Inc.	08/25/2020	Regular	0.00	610.00	30777
02085	HWA GeoSciences Inc.	08/25/2020	Regular	0.00	4,451.76	30778
00474	Jennings Equipment, Inc.	08/25/2020	Regular	0.00	252.97	30779
00477	Johnson's Home & Garden	08/25/2020	Regular	0.00	2,648.85	30780
	**Void**	08/25/2020	Regular	0.00	0.00	30781
00493	King County Finance	08/25/2020	Regular	0.00	34,990.00	30782
00501	King County Fleet Administrative Divis	08/25/2020	Regular	0.00	257.31	30783
00511	King County Sheriff's Office	08/25/2020	Regular	0.00	427,519.67	30784
00542	Les Schwab Tire Centers of Washingto	08/25/2020	Regular	0.00	34.74	30785
02076	Linda Jeanne McLunkin LLC	08/25/2020	Regular	0.00	750.00	30786
02092	Mallory Safety and Supply LLC	08/25/2020	Regular	0.00	1,806.95	30787
01948	MV4 Assoc. LLC	08/25/2020	Regular	0.00	1,612.16	30788
01342	National Safety, Inc.	08/25/2020	Regular	0.00	437.91	30789
01911	NBBJ LP	08/25/2020	Regular	0.00	22,595.63	30790
02156	Okta, Inc.	08/25/2020	Regular	0.00	1,778.87	30791
01849	Pacific Golf & Turf LLC	08/25/2020	Regular	0.00	38.01	30792
02102	Pivetta Brothers Construction, Inc	08/25/2020	Regular	0.00	203,246.38	30793
01519	Protect My Ministry, LLC	08/25/2020	Regular	0.00	32.00	30794
00715	Puget Sound Energy, Inc.	08/25/2020	Regular	0.00	751.71	30795
00690	Rexel USA, Inc.	08/25/2020	Regular	0.00	1,219.56	30796
01774	Richard May	08/25/2020	Regular	0.00	1,894.32	30797
00801	Sound Publishing, Inc.	08/25/2020	Regular	0.00	414.00	30798
00831	Superior Building Manufacturing, Inc.	08/25/2020	Regular	0.00	104,456.00	30799
01732	Tahoma Band Boosters 2018	08/25/2020	Regular	0.00	25.00	30800
02077	Thomas K Askman	08/25/2020	Regular	0.00	750.00	30801
00885	TRM Wood Products Co, Inc.	08/25/2020	Regular	0.00	203.38	30802
01776	Tyco Fire & Security (US) Managemen	08/25/2020	Regular	0.00	786.26	30803
01548	University of Washington Tacoma	08/25/2020	Regular	0.00	6,250.00	30804
01979	Valor Soccer	08/25/2020	Regular	0.00	25.00	30805
01414	Walter E Nelson Co of Western WA	08/25/2020	Regular	0.00	982.80	30806
00973	White Knight Safe & Lock, Inc.	08/25/2020	Regular	0.00	435.27	30807
01200	Yakima County Department of Correct	08/25/2020	Regular	0.00	2,086.09	30808
01953	Yamaha Motor Finance Corporation, L	08/25/2020	Regular	0.00	5,049.00	30809
00169	CIT Technology Financing Services	08/25/2020	Bank Draft	0.00	1,443.30	903038
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	186.69	903039
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	668.75	903040
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	10.45	903041
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	9,103.91	903042
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	96.98	903043
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	118.67	903044
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	10.45	903045
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	306.37	903046
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	32.05	903047
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	964.71	903048
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	156.17	903049
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	88.87	903050
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	88.67	903051
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	59.48	903052

Check Register

Packet: APPKT01487-2020 August 2nd Cycle

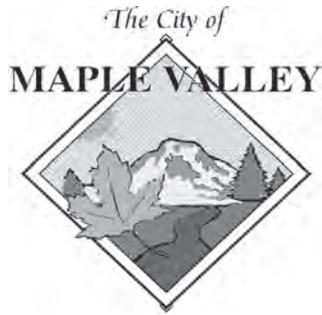
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	3,296.77	903053
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	29.65	903054
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	1,186.94	903055
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	14.44	903056
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	55.73	903057
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	82.38	903058
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	14.25	903059
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	54.38	903060
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	52.64	903061
00715	Puget Sound Energy, Inc.	08/25/2020	Bank Draft	0.00	164.54	903062
00797	Soos Creek Water & Sewer District	08/25/2020	Bank Draft	0.00	128.18	903063
00019	Access Information Holdings, LLC	08/25/2020	EFT	0.00	289.58	951228
00042	Alliance Printing, Inc.	08/25/2020	EFT	0.00	2,969.12	951229
00048	Alpine Products, Inc.	08/25/2020	EFT	0.00	790.90	951230
00194	Combined Cutting Contractors, Inc.	08/25/2020	EFT	0.00	651.60	951231
00220	Daley Morrow Poblete, Inc.	08/25/2020	EFT	0.00	5,298.75	951232
00237	Department of Ecology	08/25/2020	EFT	0.00	258.06	951233
01175	Fastenal Company	08/25/2020	EFT	0.00	80.32	951234
00350	Greater Maple Valley Community Cen	08/25/2020	EFT	0.00	21,143.50	951235
00351	Greater Maple Valley-Black Diamond C	08/25/2020	EFT	0.00	560.00	951236
00357	H2 Government Relations, Inc.	08/25/2020	EFT	0.00	3,000.00	951237
00420	James Oil Company, Inc.	08/25/2020	EFT	0.00	1,446.68	951238
01868	Kameron C Cayce Inc PS	08/25/2020	EFT	0.00	10,417.00	951239
00480	KBA, Inc.	08/25/2020	EFT	0.00	44,142.38	951240
00519	KPG, P.S.	08/25/2020	EFT	0.00	8,315.00	951241
00530	Lake Wilderness Golf Course	08/25/2020	EFT	0.00	27,505.45	951242
00533	Lakeside Industries, Inc.	08/25/2020	EFT	0.00	88.64	951243
00546	Lighthouse Law Group, PLLC	08/25/2020	EFT	0.00	17,400.00	951244
01820	Maple Valley Golf, LLC	08/25/2020	EFT	0.00	9,724.00	951245
00570	Maple Valley Plaza, LLC	08/25/2020	EFT	0.00	29,024.95	951246
00604	N C Machinery Co.	08/25/2020	EFT	0.00	206.75	951247
00640	Office Depot, Inc.	08/25/2020	EFT	0.00	279.70	951248
00645	Olympic Environmental, Inc.	08/25/2020	EFT	0.00	19,992.29	951249
01515	PBS Engineering & Environmental Inc.	08/25/2020	EFT	0.00	4,557.76	951250
01818	Puget Sound Regional Fire Authority	08/25/2020	EFT	0.00	832.50	951251
00816	State Auditor's Office	08/25/2020	EFT	0.00	17,134.65	951252
00870	Thyssenkrupp Elevator, Inc.	08/25/2020	EFT	0.00	592.22	951253
00884	Tri-Tec Communications, Inc.	08/25/2020	EFT	0.00	1,444.38	951254

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	105	38	0.00	837,335.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	26	26	0.00	18,415.42
EFT's	28	27	0.00	228,146.18
	<b>159</b>	<b>92</b>	<b>0.00</b>	<b>1,083,897.30</b>

### Fund Summary

Fund	Name	Period	Amount
900	POOLED CASH	8/2020	1,083,897.30
			<u>1,083,897.30</u>



## City Council Agenda Item Recap

**Item: Street Tree List with Photos and Code Language Update**

**Staff Contact:** Lance Ferrell, Senior Planner

**Presentation Date (s):** 07/27/2020

**Status/Council Direction:** After answering questions in regards to tree spacing, height along parts of SR 169, and retro fitting existing landscape strips, Council directed staff put on the item on the consent agenda for the August 24, 2020 Special Meeting.

**Directed Revisions/Added Information to date:** N/A

**Recommended Action:** Approve the adopting ordinance

**Attachments:**

1. Ordinance O-20-704
2. Chapter 12.10.048 Update
3. Photo Tree List

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July 27, 2020

**To:** Mayor Sean Kelly and Councilors  
**From:** Lance Ferrell, Senior Planner  
**Subject:** **Introduction to the Street Tree list with photos and Code language update**

***Background***

The Public Works and Community Development Department was tasked with reviewing the existing street tree list and work with a consultant to eliminate trees that created the heaving of sidewalks throughout the City along with trees that created issues with storm water drainage.

***Discussion***

On June 3<sup>rd</sup> staff introduced the recommended street tree list that was prepared by a consultant to the Planning Commission. This new list reduced the number of allowed trees, eliminated poorly functioning or damaging trees, and included trees more frequently available in local nurseries. The Planning Commission made the recommendation to add the tree planting standard to the street tree list, put the list in a matrix format and add photos of the trees, and made code changes for better coordination with the street tree list. On June 17<sup>th</sup> staff presented the changes to the Commission. The Commission made a recommendation to Council after a public hearing on July 1<sup>st</sup>. No members of the public commented.

***Fiscal Impact***

There are no fiscal impacts with the adoption of the Street Tree List.

***Recommendation***

Give staff direction to prepare an ordinance to be approved at a future meeting.

***Attachments***

1. Planning Commission Recommendation
2. Street Tree List with Photos
3. Title 12 Street Tree Code amendments
4. Ordinance O-20-704

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**CITY OF MAPLE VALLEY, WASHINGTON  
ORDINANCE NO. O-20-704**

**AN ORDINANCE OF THE CITY OF MAPLE VALLEY,  
WASHINGTON AMENDING CHAPTER 12.10 OF THE MAPLE  
VALLEY MUNICIPAL CODE ENTITLED “ROAD STANDARDS”  
PROVIDING FOR CLARITY AND ESTABLISHING PLANTING  
STANDARDS FOR STREET TREES**

WHEREAS, Washington State law allows for periodic updates to City Municipal code as necessary; and

WHEREAS, the City of Maple Valley wishes to amend the street trees and landscaping code to update sections regarding street trees in public rights of way to include specific trees for specific landscape strip widths as well as add a planting detail; and

WHEREAS, the Planning Commission discussed street tree code amendments at Planning Commission meetings held on June 3 , 17, and July 1, 2020; and

WHEREAS, the Planning Commission held a public hearing on July 1, 2020, to solicit comment regarding the proposed amendments; and

WHEREAS, the Planning Commission Chair provided the hand-off of the Planning Commission recommendations to the City Council and City staff introduced the proposed amendments on July 27, 2020 at a regular City Council meeting.

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

**Section 1. Amendment.** Section 12.10.48 of Maple Valley Municipal Code Section entitled “Street Trees and Landscaping” is hereby amended to read as follows: (new text shown in underline; deleted text shown in ~~striketrough~~):

12.10.480 Street trees and landscaping.

A. Street trees and landscaping should be incorporated into the design of road improvements for all classifications of roads. Such landscaping in the right-of-way shall be coordinated with off-street landscaping required on developer’s property under the provisions of Maple Valley requirements.

B. Landscape strips are required along all roads except neighborhood access. The design of landscape strips must be approved by the Public Works Director and must include a landscaping plan in which plant maintenance, utilities and traffic safety requirements are discussed.

C. Existing trees and landscaping shall be preserved where not in conflict with utilities and public health and safety and placement of new trees shall be compatible with other features of the environment. In particular, maximum heights and spacing shall not conflict unduly with overhead utilities, or root development with underground utilities. If street trees are planted, they shall conform to Exhibit A within the City's street tree list, reasonably to standards in Drawing No. MV 5-009.

D. New trees may be approved for street planting on public rights-of-way in the City of Maple Valley from the street tree list maintained by the Department of Community Development or alternate species may be approved by the Director of Community Development. Refer to the street tree list for spacing requirements. ~~Street trees shall be placed at an average of 30-foot intervals on both sides of the street.~~ (Ord. O-17-616 § 2 (Att. A); Ord. O-04-261 Exh. A, § 5.03).

**Section 2. Severability.** If any section, subsection, clause, sentence, or phrase of this ordinance should be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 3. Effective Date.** This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

**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 SPECIAL MEETING THEREOF  
ON THE 24<sup>TH</sup> DAY OF AUGUST 2020.

CITY OF MAPLE VALLEY

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Sean P. Kelly, Mayor

ATTEST/AUTHENTICATED:

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Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

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Patricia Taraday, City Attorney

Date of Publication: August 28, 2020

Effective Date: September 2, 2020

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## 12.10.480 Street trees and landscaping.

A. Street trees and landscaping should be incorporated into the design of road improvements for all classifications of roads. Such landscaping in the right-of-way shall be coordinated with off-street landscaping required on developer's property under the provisions of Maple Valley requirements.

B. Landscape strips are required along all roads except neighborhood access. The design of landscape strips must be approved by the Public Works Director and must include a landscaping plan in which plant maintenance, utilities and traffic safety requirements are discussed.

C. Existing trees and landscaping shall be preserved where not in conflict with utilities and public health and safety and placement of new trees shall be compatible with other features of the environment. In particular, maximum heights and spacing shall not conflict unduly with overhead utilities, or root development with underground utilities. If street trees are planted, they shall conform to exhibit A within the City's street tree list. ~~reasonably to standards in Drawing No. MV-5-009.~~

D. New trees may be approved for street planting on public rights-of-way in the City of Maple Valley from the street tree list maintained by the Department of Community Development or alternate species may be approved by the Director of Community Development. Refer to the street tree list for spacing requirements. ~~Street trees shall be placed at an average of 30-foot intervals on both sides of the street.~~ (Ord. O-17-616 § 2 (Att. A); Ord. O-04-261 Exh. A, § 5.03).

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**SMALL TREES (under 30 feet of ht.) for 5 ft. wide Landscape Strip planted under utility wires**

Photo					
Botanical Name	Cornus x 'rutgan'	Halesia Carolina 'UConn Wedding Bells'	Parrotia Persica 'JL Columnar' P.A.F.	Tilia Cordata 'Halka' PP 10589	Zelkova Servata 'JFS-KW1' PP2096
Common Name	Stellar Pink Dogwood	Wedding Bells Silverbell	Persian Spire	Summer Sprite Linden	City Sprite Zelkova
Mature Height	20'	20'	25'	20"	24'
Mature Spread	20'	15'	10'	15'	18'
Minimum Size	1 ¼" Cal.	1 ¼" Cal.	1 ¼" Cal.	1 ¼" Cal.	1 ¼" Cal.
Spacing Range	20' - 25' oc	15' - 25' oc	15' - 25' oc	15' - 25' oc	20' - 25' oc
<i>Tree Characteristics</i>	Can be planted under Utility wires (Max Height 20 feet.); Disease resistant hybrid tree (C. kousa& C. florida) - resistant to <i>Dogwood Anthracnose</i> & <i>Powder Mildew</i> ; Provides light pink flowers in late spring early summer; no fruit; Bright red fall color; Good nursery availability	Can be planted under Utility wires (Max Height 20 feet.); Provides a prolific amount of white bell-shaped flowers in the spring; Yellow fall color; Suited for planting between restricted street & sidewalk landscape strip	Can be planted under Utility wires (Max Height 25 feet.); Provides a prolific amount of white bell-shaped flowers in the spring; Yellow fall color; Suited for planting between street & sidewalk landscape strip	Can be planted under Utility wires (Max Height 20 feet.); Yellow fall color; Suited for planting between street & sidewalk landscape strip	Can be planted under Utility wires (Max Height 24 feet.); Yellow fall color; Suited for planting between street & sidewalk landscape strip, Grows well in tight urban spaces

Photo			
Botanical Name	Zelkova Serrata 'Schmidtlow'	Maackiaamurensis	Malus 'Jarmin' PP 14337
Common Name	Wireless Zelkova	Amur Maackia	Marilee® Crabapple
Mature Height	24'	22'	24'
Mature Spread	36'	20'	10'
Minimum Size	1 ¼" Cal.	1 ¼" Cal.	1 ¼" Cal.
Spacing Range	20' - 25' oc	20' - 25' oc	25' - 35' oc
<i>Tree characteristics</i>	Can be planted under Utility wires (Max Height 24 feet.); Low spreading shape; Red fall color; Suited for planting between street & sidewalk landscape strip; Good nursery availability	Grows well in poor soil, tough environments and tight urban spaces; Suited for planting between street & sidewalk landscape strip; Provides upright white flower clusters in mid-summer	Can be planted under Utility wires (Max Height 24 feet.); Stiffly upright narrow form; Virtually fruitless; Double large white flowers; Suited for planting between street & sidewalk landscape strip; Good nursery availability

Deviations to this list may be approved by the Director of Community Development based upon the written request by a professional Arborist or Landscape Architect.

### SMALL TREES 20 – 35 feet: For 5 ft. wide Landscape Strip

Photo					
Botanical Name	Acer platanoides 'Drummondii'	Acer truncatum x A. plat. 'JFS-KW187' PP 27545	Carpinus Caroliniana 'CCSQU'	Tilacordata 'Halka' PP 10589	Zelkovaserrata 'JFS-KW1' PP2096
Common Name	Silver Variegated Maple	Urban Sunset Maple	Palisade® American Hornbeam	Summer Sprite Linden	City Sprite Zelkova
Mature Height	35'	35'	30'	20'	24'
Mature Spread	25'	20'	15'	15'	18'
Minimum Size	1 ½" Cal.	1 ¼" Cal.	1 ½" Cal.	1 ¼" Cal.	1 ¼" Cal.
Spacing Range	25' - 35' oc	20' - 25' oc	15' - 25' oc	15' - 25' oc	20' - 25' oc
Tree Characteristics	Variegated Foliage, light green with creamy white margin; Yellow fall color	Heat & Pest Resistant Foliage Dark green foliage; Uniform canopy; Develops an ideal upright street tree form; Dark red fall color	Uniform canopy; Develops an ideal upright street tree form; Yellow Orange fall color	Can be planted under Utility wires (Max Height 20 feet.); Yellow fall color; Suited for planting between street & sidewalk landscape strip	Can be planted under Utility wires (Max Height 24 feet.); Yellow fall color; Suited for planting between street & sidewalk landscape strip, Grows well in tight urban spaces

Photo					
Botanical Name	Cornus x 'rutgan'	Maackiaamurensis	Parrotia Persica 'JL Columnar' P.A.F.	Malus 'Jarmin' PP 14337	Styraxjaponicus 'JFS-D'
Common Name	Stellar Pink Dogwood	Amur Maackia	Persian Spire Parrotia	Marilee® Crabapple	Snowcone® Snowbell
Mature Height	20'	22'	25'	24'	25'
Mature Spread	20'	20'	10'	10'	20'
Minimum Size	1 ¼" Cal.	1 ¼" Cal.	1 ¼" Cal.	1 ¼" Cal.	1 ½" Cal.
Spacing Range	20' - 25' oc	20' - 25' oc	15' - 25' oc	25' - 35' oc	20' - 25' oc
Tree Characteristics	Can be planted under Utility wires (Max Height 20 feet.); Disease resistant hybrid tree (C. kousa & C. florida) - resistant to <i>Dogwood Anthracnose</i> & <i>Powder Mildew</i> ; Provides light pink flowers in late spring early summer; no fruit; Bright red fall color; Good nursery availability	Grows well in poor soil, tough environments and tight urban spaces; Suited for planting between street & sidewalk landscape strip; Provides upright white flower clusters in mid-summer	Can be planted under Utility wires (Max Height 25 feet.); Provides a prolific amount of white bell-shaped flowers in the spring; Yellow fall color; Suited for planting between street & sidewalk landscape strip	Can be planted under Utility wires (Max Height 24 feet.); Stiffly upright narrow form; Virtually fruitless; Double large white flowers; Suited for planting between street & sidewalk landscape strip; Good nursery availability	Can be planted under Utility wires (Max Height 25 feet.); Provides white bell-shaped flowers; Yellowish fall color; Suited for planting between street & sidewalk landscape strip; resists twig dieback

Deviations to this list may be approved by the Director of Community Development based upon the written request by a professional Arborist or Landscape Architect.

Photo	
Botanical Name	Zelkova Serrata 'Schmidtlow'
Common Name	Wireless Zelkova
Mature Height	24'
Mature Spread	36'
Minimum Size	1 ¼" Cal.
Spacing Range	20' - 25' oc
<i>Tree characteristics</i>	Can be planted under Utility wires (Max Height 24 feet.); Low spreading shape; Red fall color; Suited for planting between street & sidewalk landscape strip; Good nursery availability

Deviations to this list may be approved by the Director of Community Development based upon the written request by a professional Arborist or Landscape Architect.

## MEDIUM TREES 40 – 50 feet: For 7 ft. wide Landscape Strip

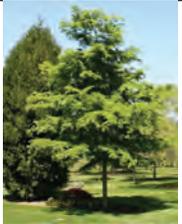
Photo					
Botanical Name	Cornus x 'rutgan'	Acer rubrum 'Frank Jr.' PP 16769	Betula Jacquemontii	Betulapopulifolia 'Whitespire Sr.'	Carpinusbetulus 'Fastigiata'
Common Name	Parkway Maple	Redpointe Maple	Jacquemontii Birch	Whitespire Sr. Birch	Pyramidal European Hornbeam
Mature Height	40'	45'	40'	40'	40' - 45'
Mature Spread	25'	30'	30'	25'	25'
Minimum Size	2" Cal.	2" Cal.	2" Cal.	2" Cal.	1 ½" Cal.
Spacing Range	30' - 35' oc	30' - 35' oc	35' - 45' oc	35' - 45' oc	25' - 35' oc
<i>Tree Characteristics</i>	Best Norway Maple for city use, has a strong central leader, well behaved branching and known to be a health tree with dark green leaves; Yellow fall color	Strong central leader; strong branch angles; fast growth rate; dark green leaves; Bright red fall color	Thick glossydark green leaves; Glowing white bark; Partial resistance to leaf miner; Yellow fall color	Thick glossydark green leaves; Glowing white bark; insect resistance to Bronze birch borer & Japanese beetle; Yellow fall color	Symmetrical and formal in appearance; Heat & drought resistant; Relatively free of disease and pest problems; Dark green leaves; Yellow fall color

Photo				
Botanical Name	Fraxinusoxycarpa 'Raywood'	Ginkgo biloba 'Autumn	Quercusrobur x alba 'JFS-KW1QX'	Tilatomentosa 'Sterling.'
Common Name	Raywood Ash	Autumn Gold Ginkgo	Streetspire® Oak	Sterling Linden
Mature Height	45'	45'	45'	45'
Mature Spread	30'	35'	35'	35'
Minimum Size	1 ¾" Cal.	1 ¾" Cal.	1 1 ¾" Cal.	2" Cal.
Spacing Range	30' - 35' oc	30' - 35' oc	45' - 50' oc	40' - 45' oc
<i>Tree Characteristics</i>	Dense oval crown with narrow leaflets creating a delicate fine textured appearance; no seeds; somewhat Heat & drought resistant; Reddish-Purple fall color	Male clone tree; seedless; Typically not bothered by disease or insects; Tolerant of air pollution, heat, Oak Root Fungus, acid and alkaline conditions; Golden yellow fall color	Narrow columnar tree; Storm resistant structure; mildew resistant; takes some drought; Rusty red fall color	Symmetrical neat appearance; Resistant to Japanese Beetle feeding; Leaves green on top and silver-gray undersurface; Yellow fall color

Deviations to this list may be approved by the Director of Community Development based upon the written request by a professional Arborist or Landscape Architect.

**LARGE TREES 50 feet of height and taller: For 12 ft. wide Landscape Strip**

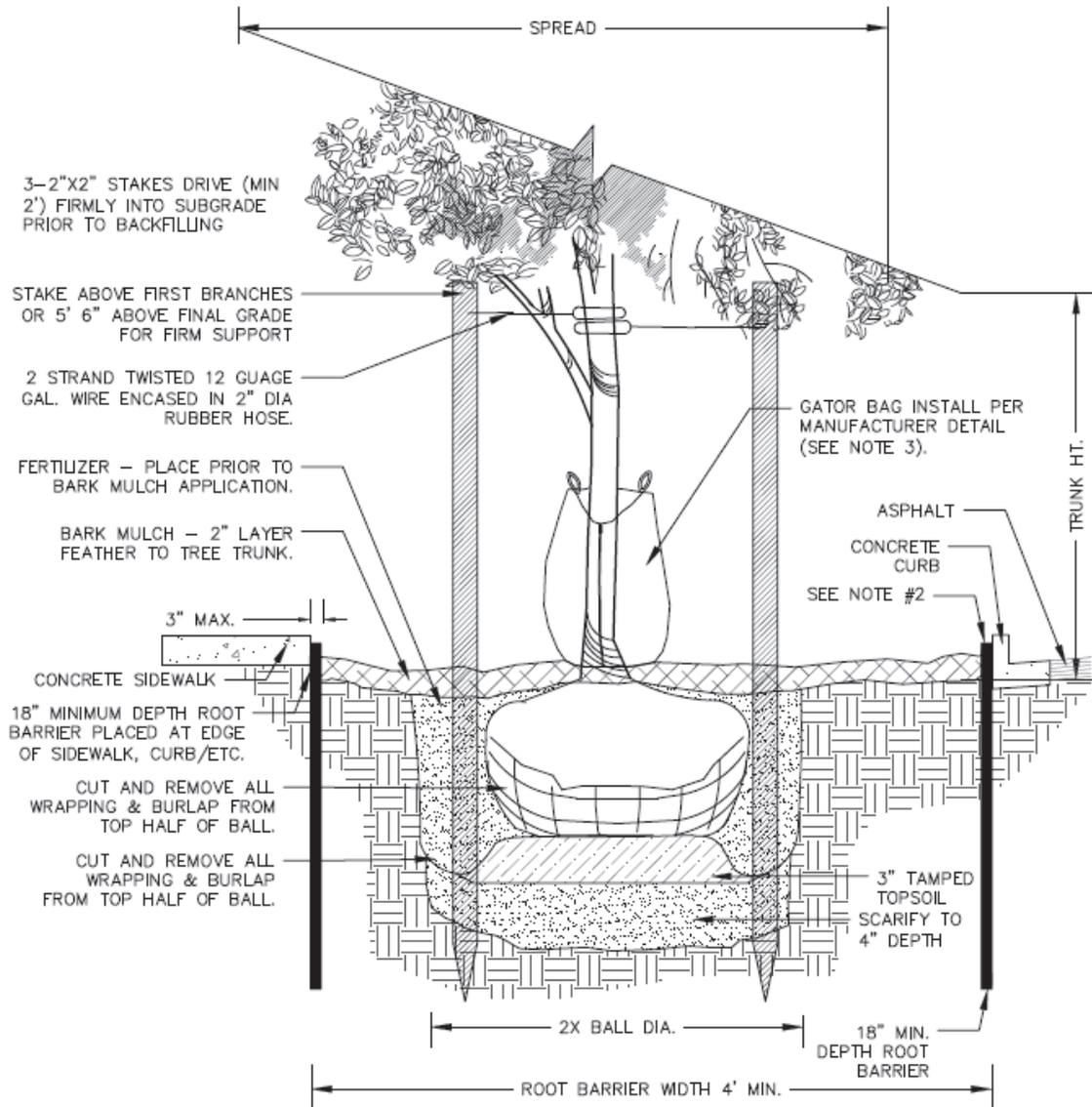
Photo					
Botanical Name	Acer x freemanii 'Jeffersred'	Acer nigrum 'Greencolumn'	Fagus sylvatica 'Riversii'	Liriodendron tulipifera 'JFS-Oz'	Platanus x acerifolia 'Bloodgood'
Common Name	Autumn Blaze® Maple	Greencolumn Maple	Rivers Purple Beech	Emerald City® Tulip Tree	'Bloodgood' London Planetree
Mature Height	50'	50'	50'	55'	50'
Mature Spread	40'	20'	40'	25'	40'
Minimum Size	1 ¾" Cal.	1 ¾" Cal.	1 ¾" Cal.	1 ½" Cal.	1 ¾" Cal.
Spacing Range	45' - 50' oc	20' - 35' oc	40' - 50' oc	25' - 35' oc	45' - 50' oc
Tree Characteristics	Stately, fast growing, adaptable shade tree; Drought tolerant; Bright orange red fall color	Upright oval tree; Heat resistant; Yellow to apricot orange fall color	Broadly oval tree; Deep purple foliage year around; Silver gray trunk	Dominant central leader; glossy deep green foliage; Yellow to greenish flowers with orange center; Bright clear yellow fall color	More resistant to anthracnose than the species; Medium to dark green foliage; Yellow fall color

Photo					
Botanical Name	Quercus Frainetto 'Schmidt'	Quercus macrocarpa 'JFS-KW3' PP 22815	Tilia Americana 'Boulevard'	Ulmus Americana 'Princeton'	Ulmus japonica x wilsoniana 'Morton'
Common Name	Forest Green® Oak	Urban Pinnacle® Oak	Boulevard Linden	Princeton Elm	Accolade™ Elm
Mature Height	50'	55'	50'	65'	70'
Mature Spread	30'	25'	25'	50'	60'
Minimum Size	1 ¾" Cal.	1 ¾" Cal.	1 ¾" Cal.	1 ¾" Cal.	
Spacing Range	30' - 45' oc	25' - 35' oc	25' - 35' oc	45' - 55' oc	
Tree Characteristics	Strong central leader; strong symmetrical shape; drought resistant and adaptable; glossy deep green foliage; Yellow to brown fall color	Narrow, Upright, fast growing, adaptable shade tree; Small acorns; Yellow fall color	Narrow, Upright, pyramidal, fast growing; Yellow fall color	More resistant to Dutch Elm Disease than other Ulmus species; Dark green foliage; Yellow fall color	Upright graceful vase shape, arching limbs; glossy deep green foliage; Yellow fall color

Deviations to this list may be approved by the Director of Community Development based upon the written request by a professional Arborist or Landscape Architect.

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## EXHIBIT A



### DECIDUOUS STREET TREE INSTALLATION DETAIL

NO SCALE

NOTE:

1. ROOT BARRIER TO BE A MINIMUM OF 18" DEPTH AND EXTEND A MINIMUM OF 6' HORIZONTALLY IN BOTH DIRECTIONS, FROM CENTER OF TREE. ROOT BARRIER TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
2. TOP OF ROOT BARRIER MUST BE 1/2" ABOVE GRADE.
3. <http://treegator.com/products/original/install/index.html#>

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July 1, 2020

To: Mayor Kelly and Councilmembers

From: Candace Tucker, Chair, Planning Commission

Re: Proposed Street Tree List and Code Text Amendments

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### **Description**

Planning Commission's review and recommendation of proposed amendments to the Maple Valley Street Tree List and Code in order to help mitigate heaved sidewalks and limit strain on storm water drainage, while creating a variety of species and color that will create a vibrant street scape throughout the City.

### **Background and Task**

The Public Works and Community Development Departments were tasked with taking a look at the existing street tree list and work with a consultant to eliminate trees that created the heaving of sidewalks throughout the City, along with trees that created issues with storm water drainage.

**The task** before the Planning Commission is to forward a recommendation on the proposed amendments to Council for review. The Commission reviewed materials created and discussed the issue at their June 3, 2020 and June 17, 2020 meetings. A Public Hearing was held on July 1, 2020.

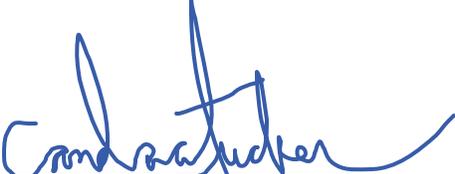
### **Factors of Consideration and Key Findings**

1. The Planning Commission reviewed and deliberated the proposed amendments during several meetings in the summer of 2020.
2. The Commission finds that streamlining the street tree code section makes it easier for developers to understand and achieve a variety of species and color that will create a vibrant street scape throughout the City.
3. The City held a public hearing on July 1, 2020. The City received no written comment on the proposal.

**RECOMMENDATION**

After review of the pertinent application materials, the Planning Commission has formulated a recommendation for the proposed amendments as attached.

The Planning Commission voted with a ( 6-0 ) vote to recommend adoption of the proposed Street Tree List and Code.

  
Candace Tucker, Chair

7/20/20  
Date



August 24, 2020

**To:** Mayor Sean Kelly and Councilors  
**From:** Halley Kimball, PE, SWM/NPDES Program Manager  
**Subject:** **Final Acceptance of S-15 2019 Stormwater Pond Fencing Installation and Repair Project**

***Background***

Staff presents a Resolution for the final acceptance of the S-15 2019 Stormwater Pond Fencing Installation and Repair Project by Council Action. Final acceptance of Public Works projects over \$35,000 is in compliance with Resolution R-09-720 and R-10-762. Final acceptance of this project starts the 30-day time clock for subcontractors and suppliers to file a claim of lien against the project bond.

In July 2019, the City published an Invitation to Bid seeking a construction contractor for the installation of fencing around 8 stormwater ponds and repair of existing fencing around 3 stormwater ponds. Commercial Fence Corporation, was awarded the contract by Council adopted Resolution R-19-1374 for an amount not to exceed \$184,053.19. The total amount paid for this contract was \$143,422.92.

***Discussion***

The project was granted Substantial Completion on June 30, 2020. The City has inspected the fencing at all sites and has determined that the project work quality meets contract terms.

***Recommendation***

Staff recommends approval of Resolution R-20-1477 for Final Acceptance of S-15.

### *Options*

1. Approve the S-15 Final Acceptance Resolution No. R-20-1477.
2. Do not approve S-15 Final Acceptance Resolution No. R-20-1477.
3. Take some other action.

### *Attachments*

1. Resolution R-20-1477
2. Notice of Completion of Public Works Project – S-15
3. Final Voucher – S-15

**CITY OF MAPLE VALLEY, WASHINGTON**

**RESOLUTION NO. R-20-1477**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, CONSTITUTING FINAL ACCEPTANCE OF THE PUBLIC WORKS CONSTRUCTION CONTRACT S-15 2019 STORMWATER POND FENCING INSTALLATION AND REPAIR PROJECT AND AUTHORIZING STAFF TO CLOSE OUT THE CONTRACT WITH COMMERCIAL FENCE CORPORATION.**

WHEREAS, in August of 2019, the City of Maple Valley received multiple bids for the S-15 2019 Stormwater Pond Fencing Installation and Repair Project (hereinafter S-15 Project); and

WHEREAS, Commercial Fence Corporation, was selected as the responsible low bidder; and

WHEREAS, the City passed Resolution R-19-1374, authorizing the City Manager to enter into a contract with Commercial Fence Corporation, for the work; and

WHEREAS, the work was substantially completed on June 30, 2020; and

WHEREAS, pursuant to RCW 39.08.030, the City Council wishes to accept the work of Commercial Fence Corporation.

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

Section 1. Authorization. The City Council hereby accepts the work of Commercial Fence Corporation, and directs City staff to close out the Public Works Contract, Contract C-19-1638, with Commercial Fence Corporation.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 24<sup>th</sup> DAY OF AUGUST 2020.

\_\_\_\_\_  
Sean Kelly, Mayor

Attest:

\_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

Approved as to Form:

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

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Original  
 Revised # \_\_\_\_\_

## NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Date: 8/10/2020

Contractor's UBI Number: 601-581-365

Name & Mailing Address of Public Agency
City of Maple Valley 22017 SE Wax Rd. Suite 200 Maple Valley, WA 98038 <b>UBI Number:</b>

Department Use Only
Assigned to: _____
Date Assigned: _____

*Notice is hereby given relative to the completion of contract or project described below*

<b>Project Name</b> S-15 2019 Stormwater Pond Fencing Installation and Repair	<b>Contract Number</b> C-19-1638	<b>Job Order Contracting</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Description of Work Done/Include Jobsite Address(es)</b> Installation and repair of fencing at 11 stormwater ponds located within Maple Valley. 23907 SE 249th St; 22747 SE 264th Pl; 22818 SE 264th Ct; 23611 SE 285th St; 23009 SE 283rd Pl; 22418 SE 286th St.; 24828 234th Pl SE; 25066 235th Ct SE; 23446 SE 250th Pl; 27477 237th Ave		
<b>Federally funded transportation project?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if yes, provide Contract Bond Statement below)		
<b>Contractor's Name</b> Commercial Fence Corporation	<b>E-mail Address</b> daleduke@fenceitall.com	<b>Affidavit ID*</b> 956641
<b>Contractor Address</b> 14420 Des Moines Memorial Drive S. Seatac, WA 98168		<b>Telephone #</b> (206) 767-7433
<b>If Retainage is not withheld, please select one of the following and List Surety's Name &amp; Bond Number.</b> <input type="checkbox"/> Retainage Bond <input type="checkbox"/> Contract/Payment bond (valid for federally funded transportation projects)		
<b>Name:</b> _____		<b>Bond Number:</b> _____
<b>Date Contract Awarded</b> 9/9/2019	<b>Date Work Commenced</b> 12/5/2019	<b>Date Work Completed</b> 6/15/2020
		<b>Date Work Accepted</b> 8/24/2020
<b>Were Subcontractors used on this project? If so, please complete Addendum A.</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Affidavit ID* - No L&I release will be granted until all affidavits are listed.		

Contract Amount	\$ 184,053.19		
Additions (+)	\$ 4,202.56	Liquidated Damages \$	_____
Reductions (-)	\$ 56,190.45	Amount Disbursed \$	143,422.92
<b>Sub-Total</b>	\$ 132,065.30	Amount Retained \$	0.00
Sales Tax Rate	8.6 %		
<small>(If various rates apply, please send a breakdown)</small>			
Sales Tax Amount	\$ 11357.62		
<b>TOTAL</b>	<b>\$ 143,422.92</b>	<b>TOTAL \$</b>	<b>143,422.92</b>

**NOTE: These two totals must be equal**

<b>Comments:</b>

**Note:** The Disbursing Officer must submit this completed notice immediately after acceptance of the work done under this contract.

NO PAYMENT SHALL BE MADE FROM RETAINED FUNDS until receipt of all release certificates.

**Submitting Form:** Please submit the completed form by email to all three agencies below.

Contact Name: Halley Kimball

Title: SWM/NPDES Prog. Mngr.

Email Address: halley.kimball@maplevalleywa.gov

Phone Number: 425-413-6646



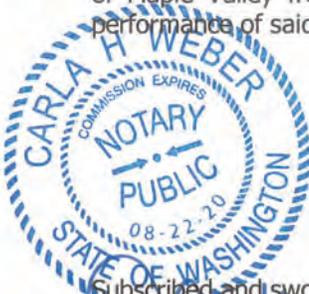




Contractor <b>Commercial Fence Corporation</b>			
Street Address <b>14420 Des Moines Memorial Drive S.</b>			
City <b>SeaTac</b>	State <b>WA</b>	Zip <b>98168</b>	Date <b>8/10/2020</b>
Project Number <b>S-15</b>		Federal-Aid Project Number <b>N/A</b>	
Job Description (Title) <b>2019 Stormwater Pond Fencing Installation and Repair</b>			
Date Work Physically Completed <b>June 15, 2020</b>		Final Amount <b>\$143,422.92</b>	

**Contractor's Certification**

I, the undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the Public Works Department, nor have I rented or purchased any equipment or materials from any employee of the Public Works Department. I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Maple Valley for work performed and material furnished under this contract; that I have carefully examined said final estimate and understand the same, and that I hereby release the City of Maple Valley from any and all claims of whatsoever nature that I may have, arising out of the performance of said contract, which are not set forth in said estimate.



X Eric Duke  
Contractor Authorized Signature Required

Eric Duke  
Type Signature Name

Subscribed and sworn to before me this 11th day of August, 20 20

X Carla H. Weber Notary Public in and for the State of Washington,

residing at King County

**Public Works Department Certification**

I certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date 8/11/2020

X Halley Kimball  
Project Manager

X Ta R  
Director

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August 24, 2020

**To:** Mayor Sean Kelly and Councilors  
**From:** Amy Shaw, P.E., Associate Engineer  
**Subject:** **T-28b Phase 2 – Utility Relocates  
Witte Road Improvement (SE 249<sup>th</sup> Place to SE 256<sup>th</sup> Street)  
Property Acquisition**

***Background***

The Witte Road Improvement Project (T28b Phase 2) will convert overhead utilities to underground in a joint utility trench. The project will also relocate a watermain for Covington Water District that conflicts with future Witte Road improvements (Phase 3). These utilities require permanent easements on private property for construction, operations and maintenance.

***Discussion***

The project design necessitates permanent easements from private property owners along Witte Road. The City has been coordinating with several properties and negotiating fair market values for these easements. In order to complete the Witte Road T-28b Phase 2 project, the City needs to purchase these permanent easements.

Three easements have been negotiated and signed at this time. Additional easements will be finalized prior to any construction on those private properties.

***Fiscal Impact***

The 2020 amended budget for the project is \$2,050,000 and the permanent easement acquisitions is \$2,740.19 as accounted for below:

Ross Easement – \$1,740.19  
Rila Easement – \$1,000.00

Generally, the permanent easement cost was negotiated using the King County assessment land value and the permanent easement area proportioned from the entire parcel. If the easement was entirely underground, 25% of the proportionate land value was negotiated. If the easement was a surface easement, 75% of the proportionate land value was negotiated. This is a generally accepted practice when easement areas are small.

***Recommendation***

Staff recommends the City Council adopt proposed Resolution No. R-20-1478 accepting the easements along Witte Road and authorizing the City Manager to indicate such acceptance by executing the easements and compensate the underlying property owners for a combined total amount of \$2,740.19.

***Options***

1. Approve Resolution No. R-20-1478 accepting the easements along Witte Road and authorizing the City Manager to execute the easements and compensate the underlying property owners for a combined total amount of \$2,740.19.
2. Do not approve a resolution authorizing the City Manager to execute the permanent easements for the Witte Road T28b Phase 2 project.
3. Take some other action.

***Attachments***

1. Proposed Resolution No. R-20-1478
2. Permanent Easements
  - Ross Easement
  - Rila Easement

# CITY OF MAPLE VALLEY, WASHINGTON

## RESOLUTION NO. R-20-1478

### **A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, ACCEPTING TWO UTILITY EASEMENTS ALONG WITTE ROAD FOR THE T28B PHASE 2 PROJECT AND AUTHORIZING THE CITY MANAGER TO INDICATE SUCH ACCEPTANCE BY EXECUTION AND TO COMPENSATE THE UNDERLYING PROPERTY OWNERS**

WHEREAS, SE Witte Road between SE 249<sup>th</sup> Place and SE 256<sup>th</sup> Street is an unimproved section of a City arterial identified in the adopted Six Year Transportation Improvement Plan; and

WHEREAS, the City Council of the City of Maple Valley directed staff to manage the design and construction of the Witte Road Improvement Project from SE 249<sup>th</sup> Place to SE 256<sup>th</sup> Street (T-28b); and

WHEREAS, the Witte Road Improvement Project between SE 249<sup>th</sup> Place and SE 256<sup>th</sup> Street has been separated into three phases; and

WHEREAS, Phase 1 of the Witte Road Improvement Project between SE 249<sup>th</sup> Place and SE 256<sup>th</sup> Street was completed in 2018 and included the construction of a fish passage concrete box culvert on the South Jenkins Creek crossing with SE 256<sup>th</sup> Street at Witte Road and improvements to the alignment of SE 256<sup>th</sup> Street with Witte Road; and

WHEREAS, Phase 2 of the Witte Road Improvement Project between SE 249<sup>th</sup> Place and SE 256<sup>th</sup> Street includes relocation of overhead power and communications to an underground joint utility trench (Schedule B), relocation of water main conflicts with the future road improvement project (Schedule C), and retrofit of a stormwater pond located at the Lake Wilderness Golf Course (Schedule D); and

WHEREAS, Phase 3 of the Witte Road Improvement Project between SE 249<sup>th</sup> Place and SE 256<sup>th</sup> Street includes road widening to accommodate bikes lanes on both sides, a 6-ft wide sidewalk on the west side only, retaining walls, daylighting of South Jenkins Creek at 220<sup>th</sup> Ave SE, construction of a two fish passable concrete box culverts, and construction of a roundabout at Witte Road and SE 254<sup>th</sup> Place with construction anticipated for summer 2021; and

WHEREAS, permanent easements are required for construction of joint utility trenches for the Witte Road T28b Phase 2 project and the City has negotiated required easements with property owners; and

WHEREAS, the City will be reimbursed by the various utilities for their proportionate share cost of these easements; and

WHEREAS, the amended 2020 budget allocates \$2,050,000 for the T-28b Phase 2 Witte Road Improvement Project; and

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

Section 1. Authorization. The Maple Valley City Council hereby accepts the easements attached hereto as Attachments A and B for the construction, operations, and maintenance of joint utility trenches for the Witte Road T28b Phase 2 Project. The City Manager is hereby authorized to indicate the City's acceptance by executing the attached easements accordingly and to compensate the underlying property owners (Ross and Rila) for the two easements combined in the amount of \$2,740.19.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 24<sup>th</sup> DAY OF AUGST 2020.

\_\_\_\_\_  
Sean Kelly, Mayor

ATTEST:

\_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

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

AFTER RECORDING RETURN TO:

City of Maple Valley  
City Clerk  
PO Box 320  
Maple Valley, WA 98038

(Space above this line for recorder's use only)

IN THE MATTER OF:

Project Name: T-28b Phase 2, Witte Road SE Corridor Improvements Grantor: Jordan Ross and Cheryl Ross Grantee: City of Maple Valley Abbreviated Legal Description: A portion of the SW ¼ of Section 21, Township 22N, Range 6E, King County, WA Assessor's Tax Parcel ID No.: 2122069012
---

### Sidewalk, Utility, and Grading Easement Agreement

THIS SIDEWALK, UTILITY AND GRADING EASEMENT ("Easement") is granted this July day of 28, 2020, by Jordan Ross and Cheryl Ross hereinafter known as the Grantor, to the City of Maple Valley, a municipal corporation in the State of Washington, and its assigns, hereinafter known as Grantee.

WHEREAS, Grantor is the owner of a certain parcel of land located in the County of King, State of Washington, legally described in Exhibit A attached hereto and incorporated herein by reference as is set forth in full; and

WHEREAS, it has been found necessary in the construction and improvement of T-28b Phase 2, Witte Road SE Corridor Improvements to acquire certain rights and privileges on, under, across, over and through a portion of said land ("Easement Area"), as depicted in Exhibit B, attached hereto and incorporated by reference as is fully set forth in full.

NOW THEREFORE, Grantor, in consideration of the sum of one thousand seven hundred forty dollars and nineteen cents (1,740.19), hereby grants to Grantee, a permanent easement over, across, through, and below the Easement Area to:

1. Construct, use, replace and maintain a public sidewalk and appurtenant work in any part of the Easement Area described on attached Exhibit B; and
2. Install, construct, operate, maintain, repair, reconstruct and/or replace Comcast, Puget Sound Energy, Wave Broadband, Maple Valley, and Centurylink lines and necessary appurtenances, and the further right to remove trees, bushes, undergrowth and other obstructions thereon interfering with the location, construction, operation, maintenance, repair, reconstruction and/or replacement of said Comcast, Puget Sound Energy, Wave Broadband, Maple Valley, and Centurylink lines and necessary appurtenances, together with the right of access to the easement at any time for the stated purposes; and
3. Construct, or cause to be constructed, maintain, replace, reconstruct, relocate and/or remove all cut and fill slopes, street and sidewalk facilities/improvements and landscape improvements, without limitation, all appurtenances incident thereto or necessary therewith, in and across the Easement Area.

This instrument is the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

Grantee agrees to restore to substantially the original condition such improvements as are materially disturbed during the construction, maintenance, and repair of said utility or utilities, provided the

grantor(s), their heirs, or assigns shall not construct any permanent structure over, upon, or within the permanent easement. Grantor shall be responsible for performing regular and routine maintenance and repairs with respect to the landscaping. Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation or maintenance of the facilities. Grantor shall not erect buildings or structures of a permanent nature; shall not install any other improvements including trees, large shrubbery, or fences; and shall not change surface grades, except as approved in advance by the City, in any manner which would unreasonably interfere with ingress, egress, and access by the City for installation and/or normal maintenance of the facilities. Such buildings, structures, or improvements will be deemed an encroachment upon the City's rights, and Grantor shall be obligated to remove such encroachments at Grantor's expense. Further, the provisions of restoration shall not apply to any such encroachments in the easement area. Provided, however, that fences may be constructed which provide gate or other access approved in advance by the City.

This Easement is permanent and shall terminate only upon agreement of the parties hereto, their successors, and/or assigns. This easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of the parties hereto.

In the event of any breach or threatened breach of the terms and conditions contained herein, by either party, the other party shall have all rights at law or in equity. In no event shall a waiver by either party of the right to seek relief constitute a waiver of any other or further violation. The prevailing party in any action brought to enforce or interpret this instrument, or any portion thereof, shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced. It is expressly agreed that no breach of this instrument shall entitle any party to cancel, rescind or otherwise terminate the Easement.

It is understood and agreed that the delivery of this Easement is tendered and that the terms of obligations hereof shall not become binding upon the City of Maple Valley unless and until accepted and approved in writing by the City of Maple Valley City Manager upon approval of the Maple Valley City Council.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

\_\_\_\_\_  
Jordan Ross

  
\_\_\_\_\_  
Cheryl Ross

STATE OF WASHINGTON

: ss

County of King

On this <sup>28<sup>th</sup></sup> day of July, 2020 before me personally appeared <sup>4</sup> ~~Jordan Ross~~ and Cheryl Ross to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they <sup>SHE</sup> signed and sealed the same as <sup>HEY</sup> their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



ACCEPTED BY GRANTEE:

CITY OF MAPLE VALLEY,  
A Municipal Corporation

  
\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at Maple Valley  
My commission expires 12/20/2021

By: \_\_\_\_\_  
Laura Philpot, City Manager

ATTEST:

By: \_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patricia Taraday, City Attorney

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**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR OWNED PROPERTY**

Real property in the County of King, State of Washington, described as follows:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

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**EXHIBIT B**  
**PERMANENT EASEMENT # 1**

THAT PORTION OF FOLLOWING DESCRIBED PROPERTY:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" BRASS DISK SET IN A 4" SQUARE CONCRETE MONUMENT MARKING  
THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 6 EAST,  
WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON;

THENCE NORTH 01°16'40" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF  
SAID SECTION 21, A DISTANCE OF 986.73 FEET;

THENCE NORTH 88°43'20" WEST, A DISTANCE OF 324.13 FEET TO THE SOUTHEAST CORNER OF  
SAID LOT 1, AND THE POINT OF BEGINNING;

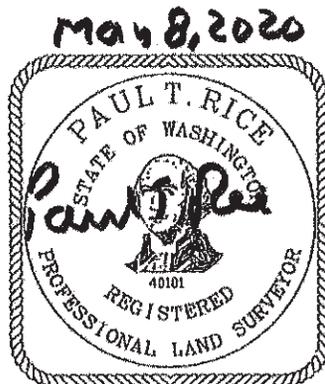
THENCE SOUTH 87°06'10" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, A  
DISTANCE OF 5.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT  
HAVING A RADIUS OF 512.68 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT  
BEARS NORTH 89°21'25" WEST;

THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 29.17 FEET THROUGH A  
CENTRAL ANGLE OF 03°15'31";

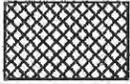
THENCE SOUTH 86°06'47" EAST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON-  
TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 507.68 FEET AND TO WHICH BEGINNING A  
LINE FROM THE RADIUS POINT BEARS NORTH 86°05'51" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 28.57 FEET THROUGH A  
CENTRAL ANGLE OF 03°13'29" TO THE POINT OF BEGINNING;

SAID PORTION CONTAINS 144 SQUARE FEET, OR 0.0033 ACRES OF LAND, MORE OR LESS.



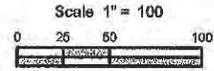
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PERMANENT  
EASEMENT

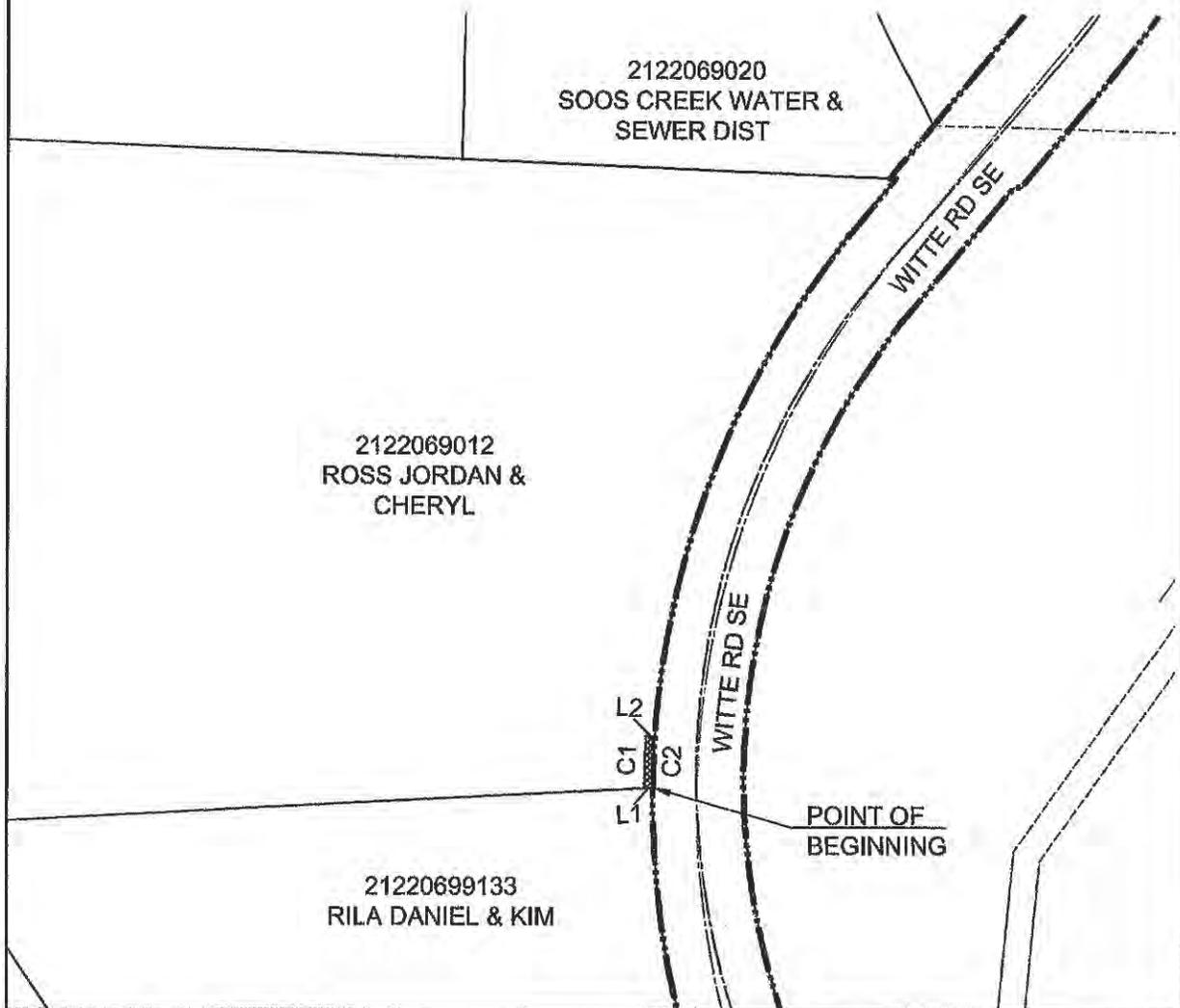
**EXHIBIT C**  
**PARCEL NO**  
**2122069012**

**UPDATED: 05042020**



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.01	N87° 11' 40"E
L2	5.00	N86° 05' 23"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	29.16	514.15	3.25
C2	28.57	573.31	2.86



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**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR OWNED PROPERTY**

Real property in the County of King, State of Washington, described as follows:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

**EXHIBIT B**  
**PERMANENT EASEMENT # 2**

THAT PORTION OF FOLLOWING DESCRIBED PROPERTY:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" BRASS DISK SET IN A 4" SQUARE CONCRETE MONUMENT MARKING  
THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 6 EAST,  
WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON;

THENCE NORTH 01°16'40" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF  
SAID SECTION 21, A DISTANCE OF 1092.16 FEET;

THENCE NORTH 88°43'20" WEST, A DISTANCE OF 314.19 FEET TO THE EASTERLY BOUNDARY  
OF SAID LOT 1, AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION;

THENCE NORTH 78°52'29" WEST, A DISTANCE OF 22.14 FEET;

THENCE NORTH 10°41'19" EAST, A DISTANCE OF 16.83 FEET;

THENCE SOUTH 77°11'10" EAST, A DISTANCE OF 15.94 FEET;

THENCE NORTH 15°51'36" EAST, A DISTANCE OF 17.51 FEET;

THENCE NORTH 73°14'16" WEST, A DISTANCE OF 4.79 FEET;

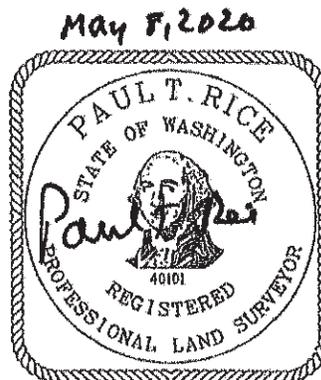
THENCE NORTH 10°28'41" EAST, A DISTANCE OF 7.59 FEET;

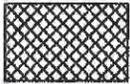
THENCE NORTH 32°11'30" EAST, A DISTANCE OF 14.34 FEET;

THENCE SOUTH 71°13'37" EAST, A DISTANCE OF 9.00 FEET TO THE EASTERLY BOUNDARY OF  
SAID LOT 1 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS  
OF 507.68 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT BEARS NORTH  
71°13'37" WEST;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY BOUNDARY  
AND SAID CURVE AN ARC DISTANCE OF 54.25 FEET THROUGH A  
CENTRAL ANGLE OF 006°07'20", TO THE POINT OF BEGINNING.

SAID PORTION CONTAINS 728 SQUARE FEET, OR 0.0167 ACRES  
OF LAND, MORE OR LESS.

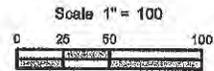




PERMANENT  
EASEMENT

**EXHIBIT C**  
**PARCEL NO**  
**2122069012**

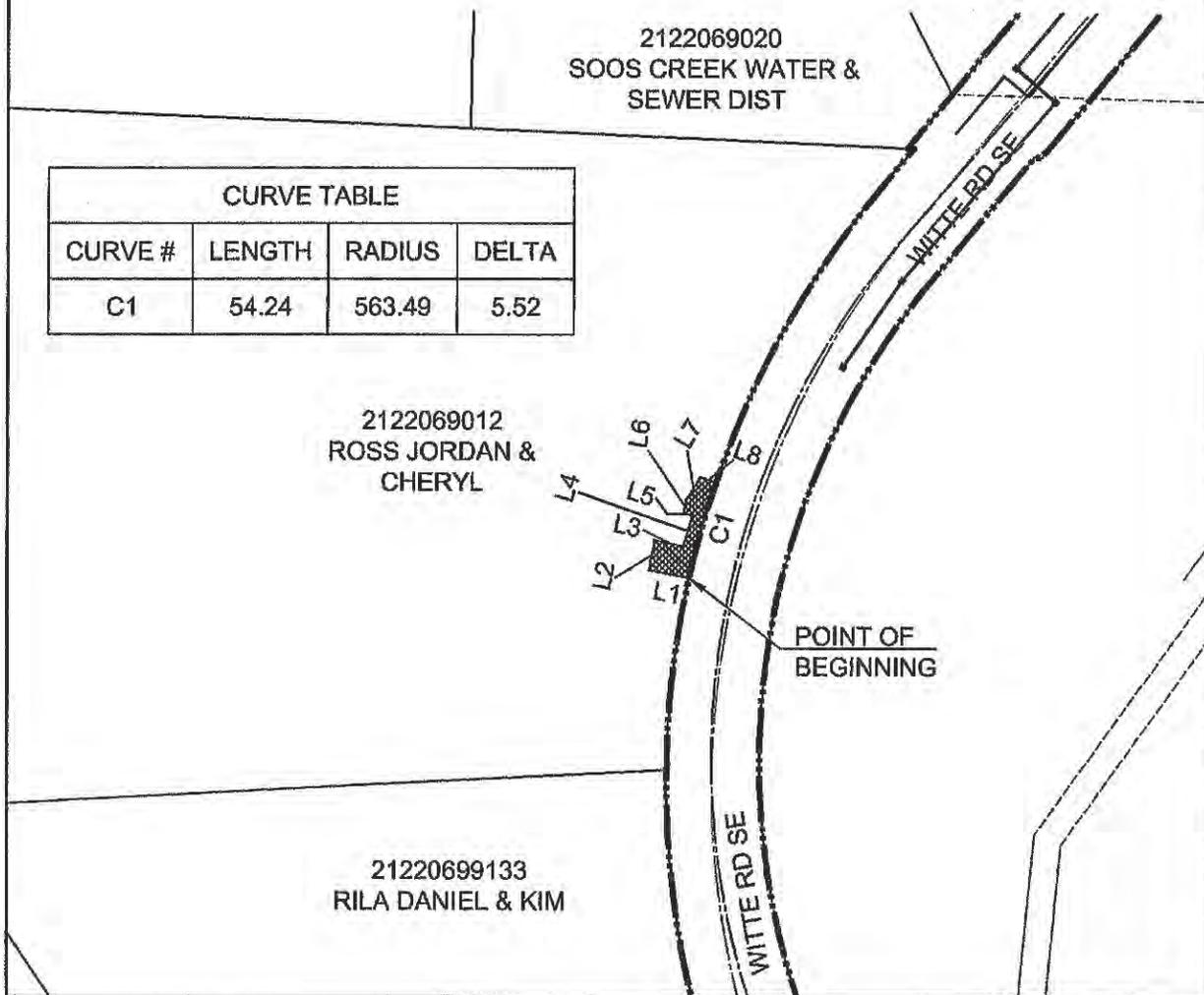
**UPDATED: 05042020**



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	22.14	N78° 52' 29"W
L2	16.83	N10° 41' 19"E
L3	15.94	S77° 11' 04"E
L4	17.51	N15° 51' 36"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L5	4.79	N73° 14' 16"W
L6	7.59	N10° 28' 41"E
L7	14.34	N32° 11' 30"E
L8	9.00	S71° 13' 37"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	54.24	563.49	5.52



AFTER RECORDING RETURN TO:

City of Maple Valley  
City Clerk  
PO Box 320  
Maple Valley, WA 98038

(Space above this line for recorder's use only)

IN THE MATTER OF:

Project Name: T-28b Phase 2, Witte Road SE Corridor Improvements  
Grantor: Jordan Ross and Cheryl Ross  
Grantee: City of Maple Valley  
Abbreviated Legal Description: A portion of the SW ¼ of Section 21,  
Township 22N, Range 6E, King County, WA  
Assessor's Tax Parcel ID No.: 2122069012

**Sidewalk, Utility, and Grading Easement Agreement**

THIS SIDEWALK, UTILITY AND GRADING EASEMENT ("Easement") is granted this 29 day of July, 2020, by Jordan Ross and Cheryl Ross hereinafter known as the Grantor, to the City of Maple Valley, a municipal corporation in the State of Washington, and its assigns, hereinafter known as Grantee.

WHEREAS, Grantor is the owner of a certain parcel of land located in the County of King, State of Washington, legally described in Exhibit A attached hereto and incorporated herein by reference as is set forth in full; and

WHEREAS, it has been found necessary in the construction and improvement of T-28b Phase 2, Witte Road SE Corridor Improvements to acquire certain rights and privileges on, under, across, over and through a portion of said land ("Easement Area"), as depicted in Exhibit B, attached hereto and incorporated by reference as is fully set forth in full.

NOW THEREFORE, Grantor, in consideration of the sum of one thousand seven hundred forty dollars and nineteen cents (1,740.19), hereby grants to Grantee, a permanent easement over, across, through, and below the Easement Area to:

1. Construct, use, replace and maintain a public sidewalk and appurtenant work in any part of the Easement Area described on attached Exhibit B; and
2. Install, construct, operate, maintain, repair, reconstruct and/or replace Comcast, Puget Sound Energy, Wave Broadband, Maple Valley, and Centurylink lines and necessary appurtenances, and the further right to remove trees, bushes, undergrowth and other obstructions thereon interfering with the location, construction, operation, maintenance, repair, reconstruction and/or replacement of said Comcast, Puget Sound Energy, Wave Broadband, Maple Valley, and Centurylink lines and necessary appurtenances, together with the right of access to the easement at any time for the stated purposes; and
3. Construct, or cause to be constructed, maintain, replace, reconstruct, relocate and/or remove all cut and fill slopes, street and sidewalk facilities/improvements and landscape improvements, without limitation, all appurtenances incident thereto or necessary therewith, in and across the Easement Area.

This instrument is the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

Grantee agrees to restore to substantially the original condition such improvements as are materially disturbed during the construction, maintenance, and repair of said utility or utilities, provided the

grantor(s), their heirs, or assigns shall not construct any permanent structure over, upon, or within the permanent easement. Grantor shall be responsible for performing regular and routine maintenance and repairs with respect to the landscaping. Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation or maintenance of the facilities. Grantor shall not erect buildings or structures of a permanent nature; shall not install any other improvements including trees, large shrubbery, or fences; and shall not change surface grades, except as approved in advance by the City, in any manner which would unreasonably interfere with ingress, egress, and access by the City for installation and/or normal maintenance of the facilities. Such buildings, structures, or improvements will be deemed an encroachment upon the City's rights, and Grantor shall be obligated to remove such encroachments at Grantor's expense. Further, the provisions of restoration shall not apply to any such encroachments in the easement area. Provided, however, that fences may be constructed which provide gate or other access approved in advance by the City.

This Easement is permanent and shall terminate only upon agreement of the parties hereto, their successors, and/or assigns. This easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of the parties hereto.

In the event of any breach or threatened breach of the terms and conditions contained herein, by either party, the other party shall have all rights at law or in equity. In no event shall a waiver by either party of the right to seek relief constitute a waiver of any other or further violation. The prevailing party in any action brought to enforce or interpret this instrument, or any portion thereof, shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced. It is expressly agreed that no breach of this instrument shall entitle any party to cancel, rescind or otherwise terminate the Easement.

It is understood and agreed that the delivery of this Easement is tendered and that the terms of obligations hereof shall not become binding upon the City of Maple Valley unless and until accepted and approved in writing by the City of Maple Valley City Manager upon approval of the Maple Valley City Council.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

  
Jordan Ross

\_\_\_\_\_  
Cheryl Ross

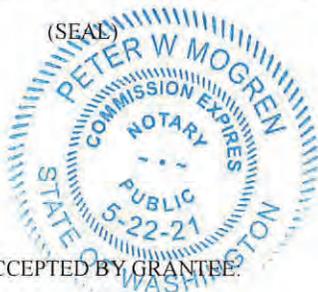
STATE OF WASHINGTON

: ss

County of King

On this 29 day of July before me personally appeared Jordan Ross and ~~Cheryl Ross~~ to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.





Notary Public in and for the State of Washington,

residing at Ronda

My commission expires 5-22-21

ACCEPTED BY GRANTEE:

CITY OF MAPLE VALLEY,  
A Municipal Corporation

By: \_\_\_\_\_  
Laura Philpot, City Manager

ATTEST:

By: \_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patricia Taraday, City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR OWNED PROPERTY**

Real property in the County of King, State of Washington, described as follows:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

**EXHIBIT B**  
**PERMANENT EASEMENT # 1**

THAT PORTION OF FOLLOWING DESCRIBED PROPERTY:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" BRASS DISK SET IN A 4" SQUARE CONCRETE MONUMENT MARKING  
THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 6 EAST,  
WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON;

THENCE NORTH 01°16'40" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF  
SAID SECTION 21, A DISTANCE OF 986.73 FEET;

THENCE NORTH 88°43'20" WEST, A DISTANCE OF 324.13 FEET TO THE SOUTHEAST CORNER OF  
SAID LOT 1, AND THE POINT OF BEGINNING;

THENCE SOUTH 87°06'10" WEST, ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 1, A  
DISTANCE OF 5.01 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT  
HAVING A RADIUS OF 512.68 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT  
BEARS NORTH 89°21'25" WEST;

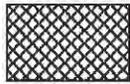
THENCE NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 29.17 FEET THROUGH A  
CENTRAL ANGLE OF 03°15'31";

THENCE SOUTH 86°06'47" EAST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A NON-  
TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 507.68 FEET AND TO WHICH BEGINNING A  
LINE FROM THE RADIUS POINT BEARS NORTH 86°05'51" WEST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 28.57 FEET THROUGH A  
CENTRAL ANGLE OF 03°13'29" TO THE POINT OF BEGINNING;

SAID PORTION CONTAINS 144 SQUARE FEET, OR 0.0033 ACRES OF LAND, MORE OR LESS.

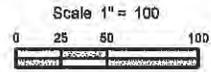




PERMANENT  
EASEMENT

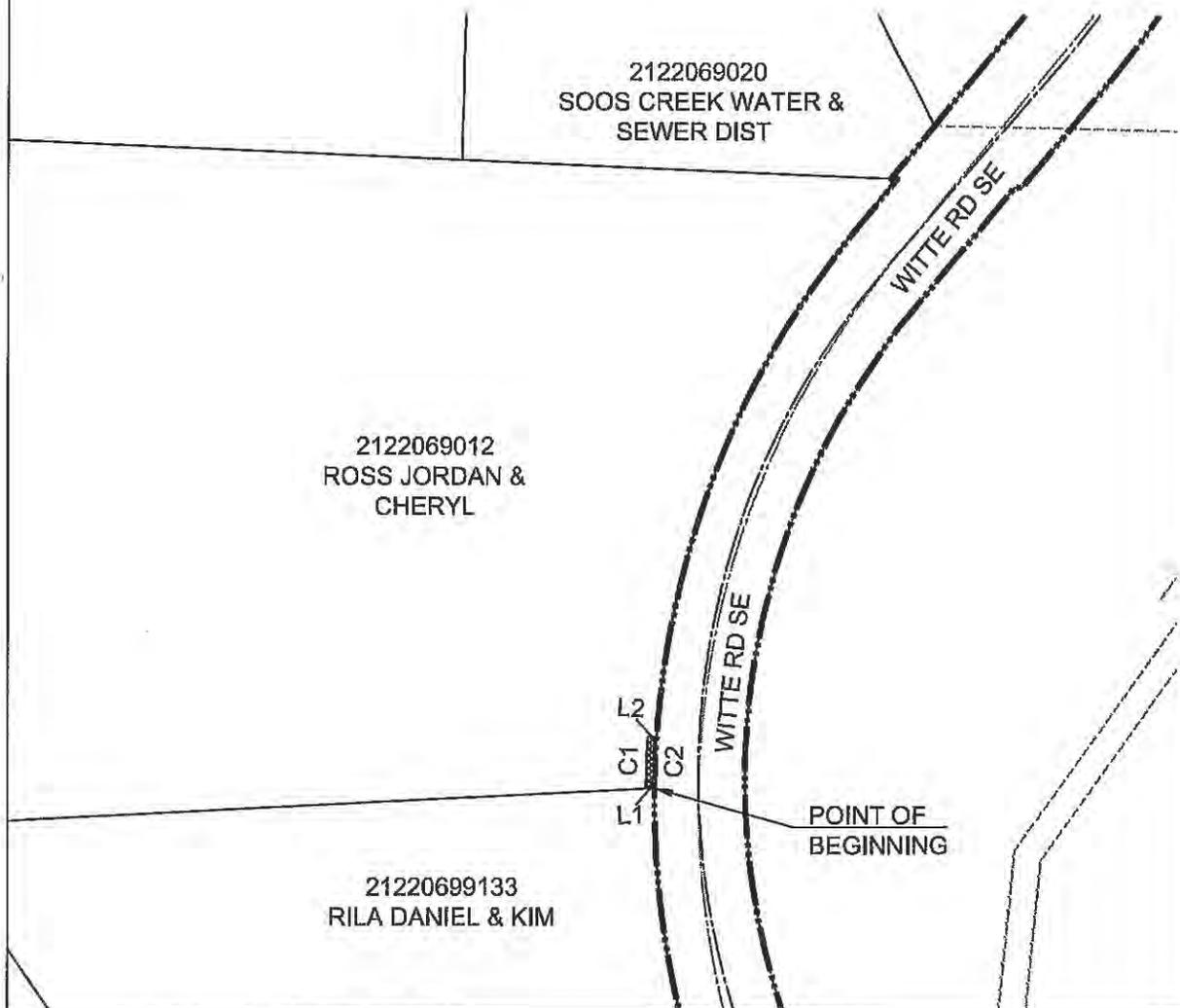
**EXHIBIT C**  
**PARCEL NO**  
**2122069012**

**UPDATED: 05042020**



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	5.01	N87° 11' 40"E
L2	5.00	N86° 05' 23"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	29.16	514.15	3.25
C2	28.57	573.31	2.86



**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR OWNED PROPERTY**

Real property in the County of King, State of Washington, described as follows:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

**EXHIBIT B**  
**PERMANENT EASEMENT # 2**

THAT PORTION OF FOLLOWING DESCRIBED PROPERTY:

LOT 1, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" BRASS DISK SET IN A 4" SQUARE CONCRETE MONUMENT MARKING  
THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 6 EAST,  
WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON;

THENCE NORTH 01°16'40" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF  
SAID SECTION 21, A DISTANCE OF 1092.16 FEET;

THENCE NORTH 88°43'20" WEST, A DISTANCE OF 314.19 FEET TO THE EASTERLY BOUNDARY  
OF SAID LOT 1, AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION;

THENCE NORTH 78°52'29" WEST, A DISTANCE OF 22.14 FEET;

THENCE NORTH 10°41'19" EAST, A DISTANCE OF 16.83 FEET;

THENCE SOUTH 77°11'10" EAST, A DISTANCE OF 15.94 FEET;

THENCE NORTH 15°51'36" EAST, A DISTANCE OF 17.51 FEET;

THENCE NORTH 73°14'16" WEST, A DISTANCE OF 4.79 FEET;

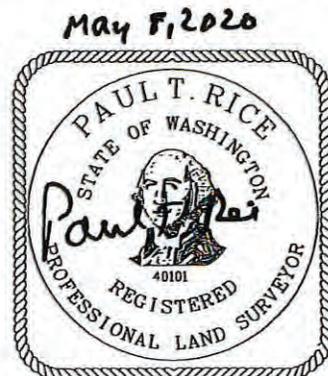
THENCE NORTH 10°28'41" EAST, A DISTANCE OF 7.59 FEET;

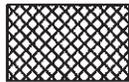
THENCE NORTH 32°11'30" EAST, A DISTANCE OF 14.34 FEET;

THENCE SOUTH 71°13'37" EAST, A DISTANCE OF 9.00 FEET TO THE EASTERLY BOUNDARY OF  
SAID LOT 1 AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS  
OF 507.68 FEET AND TO WHICH BEGINNING A LINE FROM THE RADIUS POINT BEARS NORTH  
71°13'37" WEST;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY BOUNDARY  
AND SAID CURVE AN ARC DISTANCE OF 54.25 FEET THROUGH A  
CENTRAL ANGLE OF 006°07'20", TO THE POINT OF BEGINNING.

SAID PORTION CONTAINS 728 SQUARE FEET, OR 0.0167 ACRES  
OF LAND, MORE OR LESS.

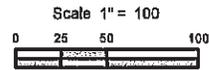




PERMANENT  
EASEMENT

**EXHIBIT C**  
**PARCEL NO**  
**2122069012**

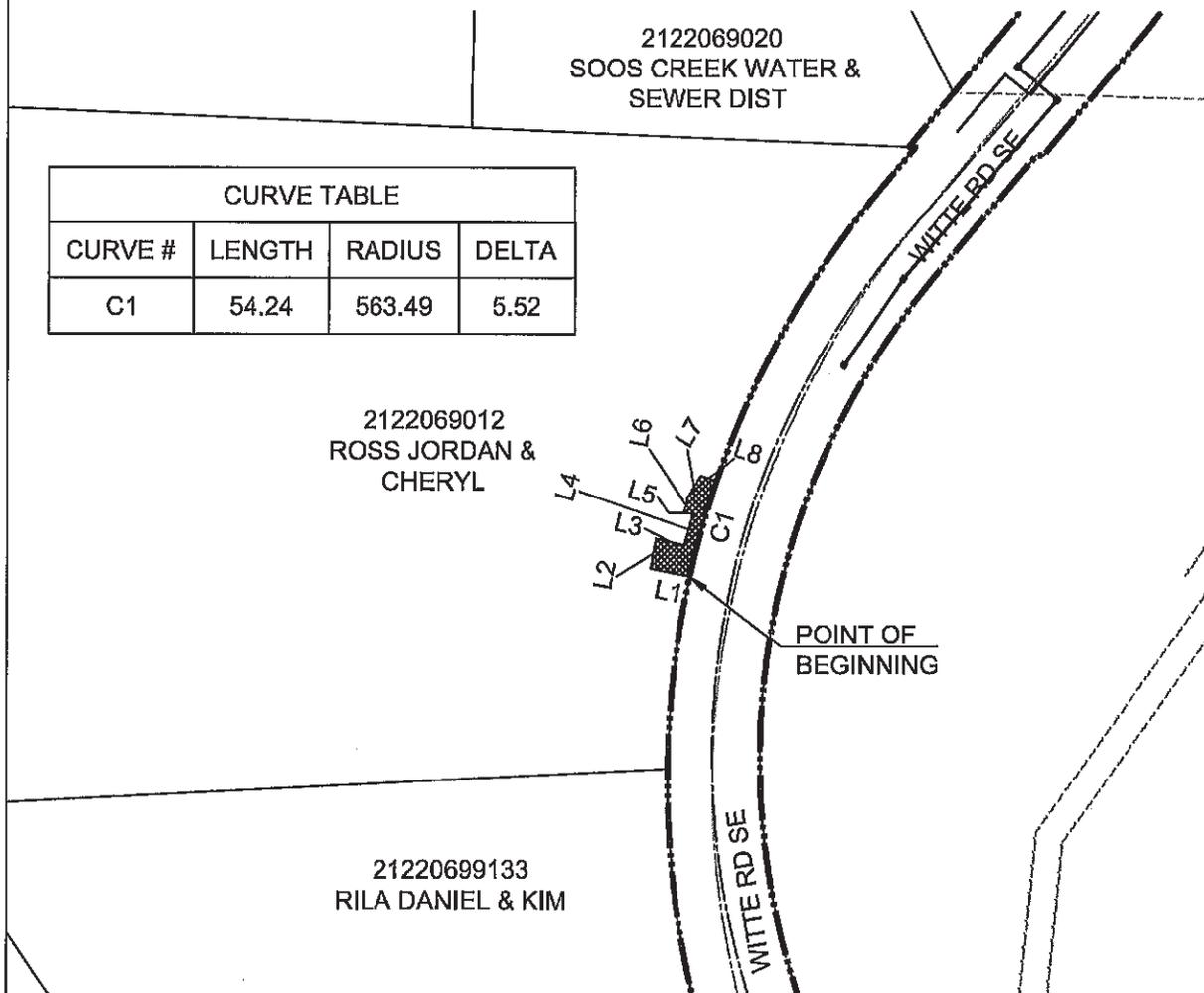
**UPDATED: 05042020**



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	22.14	N78° 52' 29"W
L2	16.83	N10° 41' 19"E
L3	15.94	S77° 11' 04"E
L4	17.51	N15° 51' 36"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L5	4.79	N73° 14' 16"W
L6	7.59	N10° 28' 41"E
L7	14.34	N32° 11' 30"E
L8	9.00	S71° 13' 37"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	54.24	563.49	5.52



AFTER RECORDING RETURN TO:

City of Maple Valley  
City Clerk  
PO Box 320  
Maple Valley, WA 98038

(Space above this line for recorder's use only)

IN THE MATTER OF:

Project Name: T-28b Phase 2, Witte Road SE Corridor Improvements  
Grantor: Danial Rila and Kim Rila  
Grantee: City of Maple Valley  
Abbreviated Legal Description: A portion of the SW ¼ of Section 21,  
Township 22N, Range 6E, King County, WA  
Assessor's Tax Parcel ID No.: 2122069133

**Utility Easement Agreement**

THIS UTILITY EASEMENT ("Easement") is granted this 12 day of Aug., 2020, by Danial Rila and Kim Rila hereinafter known as the Grantor, to the City of Maple Valley, a municipal corporation in the State of Washington, and its assigns, hereinafter known as Grantee.

WHEREAS, Grantor is the owner of a certain parcel of land located in the County of King, State of Washington, legally described in Exhibit A attached hereto and incorporated herein by reference as is set forth in full; and

WHEREAS, it has been found necessary in the construction and improvement of T-28b Phase 2, Witte Road SE Corridor Improvements to acquire certain rights and privileges on, under, across, over and through a portion of said land ("Easement Area"), as depicted in Exhibit B, attached hereto and incorporated by reference as is fully set forth in full.

NOW THEREFORE, Grantor, in consideration of the sum of one thousand dollars (1,000.00), and in consideration of the performance by the City of the terms and conditions hereinafter set forth, hereby grants to Grantee, a permanent easement over, across, through, and below the Easement Area to install, construct, operate, maintain, repair, reconstruct and/or replace Puget Sound Energy, Comcast, and Centurylink lines and necessary appurtenances, and the further right to remove trees, bushes, undergrowth and other obstructions thereon interfering with the location, construction, operation, maintenance, repair, reconstruction and/or replacement of said Puget Sound Energy, Comcast, and Centurylink lines and necessary appurtenances, together with the right of access to the easement at any time for the stated purposes; and

This instrument is the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except in a subsequent modification in writing, signed by the party to be charged.

Grantee agrees to restore to substantially the original condition such improvements as are materially disturbed during the construction, maintenance, and repair of said utility or utilities, provided the grantor(s), their heirs, or assigns shall not construct any permanent structure over, upon, or within the permanent easement. Grantor shall be responsible for performing regular and routine maintenance and repairs with respect to the landscaping. Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation or maintenance of the facilities. Grantor shall not erect buildings or structures of a permanent nature; shall not install any other improvements including trees, large shrubbery, or fences; and shall not change surface grades, except as approved in advance by the City, in any manner which would unreasonably interfere with ingress, egress, and access by the City for installation and/or normal maintenance of the facilities. Such buildings, structures, or improvements will be deemed an encroachment upon the City's rights, and Grantor shall be obligated to remove such encroachments at Grantor's expense. Further, the provisions of restoration shall not apply to any such

encroachments in the easement area. Provided, however, that fences may be constructed which provide gate or other access approved in advance by the City. The easement also encompasses the sole point of ingress, egress, and access to the property. Any work performed by the Grantee in the permanent easement area shall preserve ingress, egress, and access by the Grantor.

This Easement is permanent and shall terminate only upon agreement of the parties hereto, their successors, and/or assigns. This easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of the parties hereto.

In the event of any breach or threatened breach of the terms and conditions contained herein, by either party, the other party shall have all rights at law or in equity. In no event shall a waiver by either party of the right to seek relief constitute a waiver of any other or further violation. The prevailing party in any action brought to enforce or interpret this instrument, or any portion thereof, shall be entitled to recover its costs and reasonable attorneys' fees incurred in said action, including on appeal, whether or not suit is commenced. It is expressly agreed that no breach of this instrument shall entitle any party to cancel, rescind or otherwise terminate the Easement.

It is understood and agreed that the delivery of this Easement is tendered and that the terms of obligations hereof shall not become binding upon the City of Maple Valley unless and until accepted and approved in writing by the City of Maple Valley City Manager upon approval of the Maple Valley City Council.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

[Signature]  
\_\_\_\_\_

Danial Rila

[Signature]  
\_\_\_\_\_

Kim Rila

STATE OF WASHINGTON

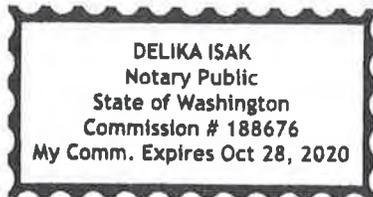
: ss

County of King

On this 12 day of AUGUST before me personally appeared Danial Rila and Kim Rila to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)



[Signature]  
\_\_\_\_\_

Notary Public in and for the State of Washington,

residing at MAPLE VALLEY

My commission expires OCT. 28, 2020

ACCEPTED BY GRANTEE:

CITY OF MAPLE VALLEY,  
A Municipal Corporation

By: \_\_\_\_\_  
Laura Philpot, City Manager

ATTEST:

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

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Patricia Taraday, City Attorney

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**EXHIBIT A**  
**LEGAL DESCRIPTION OF GRANTOR OWNED PROPERTY**

Real property in the County of King, State of Washington, described as follows:

LOT 2, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

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**EXHIBIT B  
PERMANENT EASEMENT**

THAT PORTION OF FOLLOWING DESCRIBED PROPERTY:

LOT 2, CITY OF MAPLE VALLEY BOUNDARY LINE ADJUSTMENT NUMBER CD0408-006,  
RECORDED UNDER RECORDING NUMBER 20040927900007.

SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" BRASS DISK SET IN A 4" SQUARE CONCRETE MONUMENT MARKING  
THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 22 NORTH, RANGE 6 EAST,  
WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON;

THENCE NORTH 01°16'40" EAST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF  
SAID SECTION 21, A DISTANCE OF 722.85 FEET;

THENCE NORTH 88°43'20" WEST, A DISTANCE OF 247.70 FEET TO THE EASTERLY BOUNDARY  
OF SAID LOT 2, AND THE POINT OF BEGINNING OF THIS EASEMENT;

THENCE SOUTH 27° 44' 31" EAST, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF: 48.29  
FEET;

THENCE SOUTH 60° 29' 53" WEST, A DISTANCE OF 16.49 FEET;

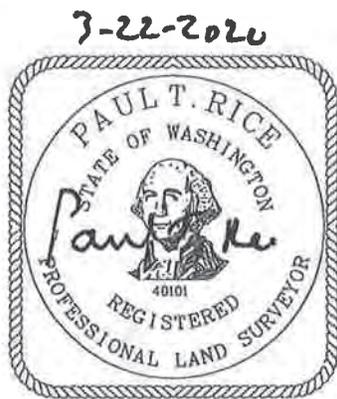
THENCE NORTH 28° 08' 32" WEST, A DISTANCE OF 20.04 FEET;

THENCE SOUTH 66° 30' 46" WEST, A DISTANCE OF 6.56 FEET;

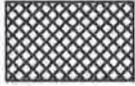
THENCE NORTH 25° 23' 56" WEST, A DISTANCE OF 29.87 FEET;

THENCE NORTH 66° 22' 13" EAST, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING;

SAID PORTION CONTAINS 993 SQUARE FEET, OR 0.0228 ACRES OF LAND, MORE OR LESS.

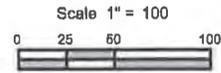


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PERMANENT  
EASEMENT

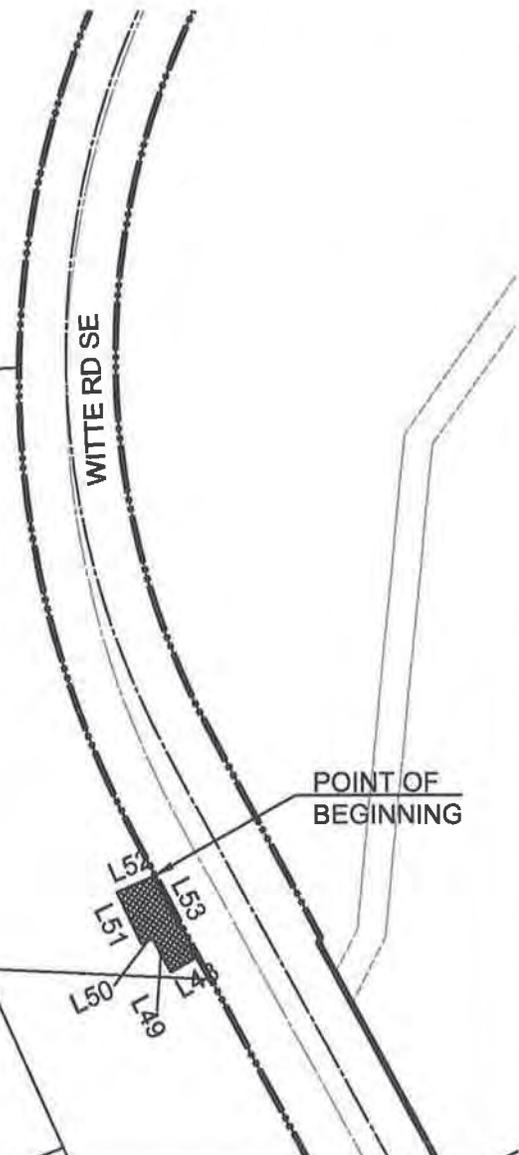
# EXHIBIT C PARCEL NO 2122069133



LINE TABLE		
LINE #	LENGTH	DIRECTION
L48	16.51	S60° 29' 53"W
L49	20.04	N28° 05' 27"W
L50	6.56	S66° 30' 46"W
L51	29.87	N25° 23' 56"W
L52	22.03	N66° 22' 13"E
L53	48.29	S27° 42' 20"E

2122069012  
ROSS JORDAN &  
CHERYL

21220699133  
RILA DANIEL & KIM



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P.O. Box 320 • 22017 SE Wax Road, Suite 200 • Maple Valley, WA 98038

Phone: (425) 413-8800 • Fax: (425) 413-4282

Date: August 24, 2020

To: Mayor Kelly and Councilors

From: IT/IS Manager – David Hartline

Subject: Microsoft Enterprise Agreement

The proposed Microsoft Enterprise Agreement (EA) provides the City of Maple Valley with the continued use of Microsoft software. In addition to the licenses, the agreement also provides the City with all updates, new versions, patches, training, and 24/7 technical support.

Staff recommends that the City Council approve a three-year Enterprise Agreement with Microsoft for \$23,249.99 per fiscal year and authorize the City Manager to execute the agreement. The Enterprise Agreement covers software licenses used by all City staff including but not limited to Microsoft Server, Exchange (e-mail), SQL Server, Windows Desktop Operating System (Windows 10), Office and other Microsoft products.

### ***Background***

Microsoft Software is in use on virtually every computer used by City staff and nearly every server providing the business systems used to deliver services to Maple Valley residents and to conduct City business.

Six years ago the City of Maple Valley entered into its first Microsoft Enterprise agreement (R-14-985), allowing the City to update its server infrastructure as new updates became available. The agreement was renewed three years ago (R-17-1150). The new agreement is a routine renewal with the addition of some added licenses to account for staff growth, and removal of some licenses no longer needed.

### ***Discussion***

The City maintains licenses for computer software employed in the course of conducting City business. The proposed agreement provides valid licenses for all Microsoft software currently in use across the organization throughout its server infrastructure.

In addition to maintaining the license, the Enterprise Agreement (EA) provides the City with the licenses for any new versions of Microsoft software released over the term of the agreement. Maintaining the currency of the software ensures that staff can receive, exchange, and provide information to the residents and business community. Other benefits include, but are not limited to, legal and valid license to use the software and all associated Client Access Licenses (CALs), and software patches/fixes.

The volume of licenses outlined reflects the licensing staff is considering. The agreement provides for an annual “True up” whereby the City can add additional licenses for additional cost to reflect any increase in the specific license counts for each piece of Microsoft software over the course of the three-year agreement term. There is no provision for reducing the number of licenses until an executed agreement is effective.

***Recommendation***

Staff recommends the City Council authorize the City Manager to enter into an agreement for a three year Enterprise Agreement with Microsoft in an amount not to exceed \$22,200 per fiscal year.

***Fiscal Impact***

The 2020 budgeted amount is \$25,249.41, leaving a loss of \$3,558.16 to be covered by other funding. 2021 and 2022 budgets are being planned with this funding in mind.

***Attachment***

1. Resolution R-20-1480
2. Program Signature Form (Contract Agreement)
- 3.

**CITY OF MAPLE VALLEY, WASHINGTON**

**RESOLUTION NO. R-20-1480**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON,  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE ENTERPRISE  
ENROLLMENT AGREEMENT WITH MICROSOFT CORPORATION FOR  
SOFTWARE LICENSING SERVICES.**

WHEREAS, the City of Maple Valley seeks to enter into a three-year licensing agreement with Microsoft Corporation; and

WHEREAS, by way of entering into this three-year agreement, the City of Maple Valley will receive continued use of Microsoft software, licensing for its server infrastructure, including updates, new versions, patches, training and technical support; and

WHEREAS, the cost of obtaining Microsoft's services has been discounted to the City because the agreement had been procured through the City's association with the Washington State Department of Enterprise Services which provides state and local governments with a source for obtaining technological services at a discount;

**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 the Enterprise Enrollment Agreement with the Microsoft Corporation to provide software licensing services in an amount of not to exceed \$25,249.41 annually for a three-year time period for a total contract amount of \$75,748.23. A copy of the Agreement has been filed with the City Clerk and identified with Clerk's Receiving No. \_\_\_\_\_.

APPROVED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE \_\_\_\_ DAY  
OF \_\_\_\_ 2020.

CITY OF MAPLE VALLEY

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

Approved as to form:

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

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# Program Signature Form

MBA/MBSA number

6564327

5-0000005731242

Agreement number

6564327

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Sub250 Form	W29
Enterprise Amendment	M97 (New)
Discount Transparency Disclosure Form	0980785.002_DTDF
Product Selection Form	0980785.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<p><b>Name of Entity (must be legal entity name)*</b> City of Maple Valley</p> <p><b>Signature*</b> _____</p> <p><b>Printed First and Last Name*</b></p> <p><b>Printed Title</b></p> <p><b>Signature Date*</b></p>
<p><b>Tax ID</b></p>

*\* indicates required field*

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

Customer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

Outsourcer
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6880 Sierra Center Parkway  
 Reno, Nevada 89511  
 USA

# Enterprise Enrollment

# State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	59943482	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	73729925		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
  - 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
  - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

  - (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

### **5. End of Enrollment term and termination.**

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

**c. If Enrolled Affiliate elects not to renew.**

**(i) Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

**(ii) Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

**1) Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

**2) Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

**(iii) Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

**d. Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

**e. Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. Government Community Cloud.**

**a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

**b.** All terms and conditions applicable to non-Government Community Cloud Services also apply

- to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
  - d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
    - (i) Government Community Cloud Services will be offered only within the United States.
    - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
    - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:
- Enrolled Affiliate only
  - Enrolled Affiliate and all Affiliates
  - Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):
  
  - Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:
- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Maple Valley

**Contact name\* First** David **Last** Hartline

**Contact email address\*** David.Hartline@maplevalleywa.gov

**Street address\*** 22017 SE Wax Rd,STE 200

**City\*** Maple Valley

**State\*** WA

**Postal code\*** 98038-5525-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 425-413-6630

**Tax ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First David Last Hartline  
**Contact email address\*** David.Hartline@maplevalleywa.gov  
**Street address\*** 22017 SE Wax Rd,STE 200  
**City\*** Maple Valley  
**State\*** WA  
**Postal code\*** 98038-5525-  
(Please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** United States  
**Phone\*** 425-413-6630

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First David Last Hartline  
**Contact email address\*** David.Hartline@maplevalleywa.gov  
**Phone\*** 425-413-6630

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Insight Direct USA, Inc.  
**Street address (PO boxes will not be accepted)\*** 6820 South Harl Avenue  
**City\*** Tempe  
**State\*** AZ  
**Postal code\*** 85283  
**Country\*** United States  
**Contact name\*** Software \*Contract Support  
**Phone\*** 800-624-0503

**Contact email address\*** contractsupport@insight.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

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

**Printed name\***

**Printed title\***

**Date\***

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. *Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise  
**Sub 250 Program**  
**Amendment ID W29**

The parties agree that the Enrollment is amended as follows:

**1. On the first page of the Enrollment, the following is added after the second paragraph:**

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

**2. Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:**

- a. Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
  - (i) Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
  - (v) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

**3. Software Assurance renewal.**

<b>Renewing Software Assurance:</b> If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

**Software Assurance Addition.** Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	73729925	6/30/2020

# Amendment to Contract Documents

Enrollment Number

5-0000005731242

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

## Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate’s Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate’s Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate’s Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-10798	WinE3 ALNG SubsVL MVL Pltfrm PerUsr	4	15
AAA-10777	WinE3FromSA ALNG SubsVL MVL Pltfrm PerUsr	0	51

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)( WW)(ENG)(Dec2019)(IU) .docx		M97	B
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# Microsoft | Volume Licensing

## Discount Transparency Disclosure Form

Date: 7/23/2020  
Program: Enterprise 6  
Enrollment Number: Renewal  
Quote Number: 0980785.002  
Partner Name: Insight Direct USA, Inc.  
Reseller Address: 6820 South Harl Avenue  
Tempe, AZ, United States, 85283

### Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

### Ordered Products

Currency	Maximum Resale Price
US Dollar	80,393

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

**Partner:** Insight Direct USA, Inc.  
**Customer:** City of Maple Valley  
**Signature of Customer's authorized representative:** \_\_\_\_\_  
**Printed name:** \_\_\_\_\_  
**Printed title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Proposal ID**

0980785.002

**Enrollment Number**

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	70	70	1.0	Yes	User Licenses

Products	Enterprise Quantity
<b>Office Professional Plus</b>	
Office Professional Plus	70
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL	70
<b>Windows Desktop</b>	
Windows E3 per User USL	19
Windows E3 per User From SA	51

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	70	70	70	70

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
<p>Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:</p>	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p><b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p><b>Note 2:</b> Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p><b>Note 3:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.</p>	
<p><b>Note 4:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

# Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** City of Maple Valley

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	73729925	X	X



Quotation: 5272020

Date: August 20, 2020

Enrollment: City of Maple Valley

Contract: ADSP016-138244/06016

Start Date: 7/1/2020

Insight Team

Brian Stephenson

[David Hartline <David.Hartline@maplevalleywa.gov>](mailto:David.Hartline@maplevalleywa.gov)

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.

<http://www.insight.com/azureterms>

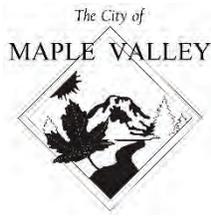


**Quotation:** 5272020  
**Date:** August 20, 2020  
**Enrollment:** City of Maple Valley  
**Contract:** ADSPO16-138244/06016  
**Program:** Enterprise Agreement  
**Year 1** YR 1 of 3

Part Number	Item Name	Quantity	Unit Price	Extended Price
<b>Enterprise Products</b>				
269-12442	OfficeProPlus ALNG SA MVL Pltfrm	55	\$ 95.72	\$ 5,264.60
269-12445	OfficeProPlus ALNG LicSAPk MVL Pltfrm	15	\$ 164.67	\$ 2,470.05
W06-01072	CoreCAL ALNG SA MVL Pltfrm UsrCAL	58	\$ 45.41	\$ 2,633.78
W06-01066	CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL	12	\$ 82.70	\$ 992.40
AAA-10777	WinE3FromSA ALNG SubsVL MVL Pltfrm PerUsr	51	\$ 50.92	\$ 2,596.92
AAA-10798	WinE3perUser ALNG SubsVL MVL Pltfrm PerUsr	19	\$ 57.65	\$ 1,095.35
<b>Additional Products</b>				
312-02257	ExchgSvrStd ALNG SA MVL	1	\$ 127.42	\$ 127.42
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	20	\$ 18.12	\$ 362.40
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	6	\$ 590.58	\$ 3,543.48
9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic	8	\$ 18.12	\$ 144.96
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	24	\$ 167.44	\$ 4,018.56

**Annual Total:** \$ 23,249.92  
**Tax** \$1,999.49  
**1 Yr Payment** \$ 25,249.41

<http://www.insight.com/azureterms>



July 15, 2020

To: Mayor Kelly and Councilmembers

From: Candace Tucker, Chair, Planning Commission

Re: Tree Cutting Fine Code Text Amendments

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### **Description**

This memo includes the Planning Commission's review and recommendation of proposed amendments to the Maple Valley Development Standards related to tree cutting fines. Based on Council direction and examples from comparable cities, the Commission is recommending increasing fines.

### **Background and Task**

**The task** before the Planning Commission is to forward a recommendation on the proposed amendments to Council for review. The Commission reviewed materials created and discussed the issue at their June 17, 2020 and July 1, 2020 meetings. A Public Hearing was held on July 15, 2020.

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

1. The Planning Commission reviewed and deliberated the proposed amendments during several meetings in the summer of 2020.
2. The Commission finds that keeping a criminal misdemeanor fine of up to \$1,000 is legally appropriate and in line with codes from other cities, however, that other cities often have codified additional civil fines ranging based on tree size and location.
3. The City held a public hearing on July 15, 2020. The City received no written comment on the proposal.

### **RECOMMENDATION**

After review of the pertinent application materials, the Planning Commission has formulated a recommendation for the proposed amendments as attached.

The Planning Commission voted with a 5-0 vote to recommend adoption of the proposed Street Tree List and Code.

  
Candace Tucker, Chair

  
Date



**Date:** August 24, 2020

**To:** Mayor Sean Kelly and Councilors

**From:** Amy Taylor, Senior Planner  
Matt Torpey, Community Development Manager

**Subject:** Downtown Design Standards

***Background***

During the August 10, 2020 special study session, staff and consultants from NBBJ presented an introduction to work done to-date on the Downtown Design Standards and Guidelines. Staff wishes to confirm direction to be given to the Planning Commission.

A full draft document accessible for your viewing is available here:  
<https://www.maplevalleywa.gov/home/showdocument?id=26246>.

***City Council Direction***

- Review full draft of Downtown Design Standards and Guidelines proposal and provide modifications as appropriate.
- Develop Main Street design standards as an appendix to the document.
- Recommend standards around the allowance and density of multi-family housing in the downtown.

***Action Requested***

City Council to confirm direction to be given to the Planning Commission, provide clarification, or additional direction.

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**Date:** August 24, 2020

**To:** Mayor Sean Kelly and Councilors

**From:** Amy Taylor, Senior Planner  
Matt Torpey, Community Development Manager

**Subject:** Interim Zoning - Multi-family Housing in Commercial Zones

### ***Background***

During the July 20, 2020 special study session, staff presented information requested by Council to inform direction on the allowance or prohibition of multi-family residential in commercial zones. After some discussion, the City Council provided the below direction. Staff wishes to confirm direction to be given to the Planning Commission.

### ***City Council Direction***

Planning Commission should review their Interim Zoning recommendation to City Council dated September 5, 2018, and consider the following direction:

- Planning Commission should reconsider their recommendations on structured parking requirements, setbacks, and maximum building heights.
- Planning Commission should look at lowering the allowed dwelling units per acre in commercial zones to the updated Traffic Demand Model assumption (24 dwelling units per acre) or to meet the future Urban Growth Capacity requirement (unknown until late 2021).
- Planning Commission should consider allowing multi-family in only desired areas (as commercial residential overlays) in the city.
- Planning Commission should consider requiring affordable housing as part of multi-family housing projects and investigate percentages required in comparable jurisdictions.
- Planning Commission should work with the Economic Development Commission to use multi-family residential as an incentive for city desired commercial development or economic drivers for job growth within the City.

*Action Requested*

City Council to confirm direction to be given to the Planning Commission, provide clarification, or additional direction.



Date: August 24, 2020

To: Mayor Sean Kelly and Councilors

From: Amy Taylor, Senior Planner

Subject: **Tree Cutting Policies**

### ***Background***

Council directed the Planning Commission and Community Development Staff to review existing tree cutting fines, compare to peer jurisdictions, and potentially propose increasing fines, which have not been updated since the City incorporated in 1997. The City's existing code allows for a criminal fine of up to \$1,000 or up to six months in jail for removing or damaging a protected tree.

### ***Discussion***

Staff introduced examples from peer jurisdictions to the Planning Commission on June 17, 2020 and July 1, 2020. Many peer jurisdictions retain a criminal fine in line with Maple Valley's existing criminal fine but additionally have a civil fine in relation to illegal tree cutting. Planning Commission's recommendation is in line with peer jurisdictions and proposes retaining our existing criminal fine but implementing a civil fine that increases based on tree diameter and location. Proposed code addition is listed below:

b. Civil Fine.

- i. \$1,000 per tree under three inches in diameter, measured four and one-half feet above grade.
- ii. For trees over three inches in diameter measured four and one-half feet above grade, \$1,500 per inch in addition to \$1,000 calculated for the first three inches.
- iii. Fines for trees removed in critical areas and street trees may be up to three times the fines listed above in i. and ii.

Additionally, the proposed code requires replacement of one large tree with several smaller trees. Existing code requires a large tree to be replaced by another large tree which is

functionally impossible, as nursery stock trees are only sold up to a certain size. If trees are removed illegally, the City may pursue enforcement with a civil penalty, criminal penalty, or both. Staff coordinated with the City Attorney who endorsed this proposal.

***Fiscal Impact***

There is no fiscal impact as part of this proposal.

***Recommendation***

Staff recommends adopting Planning Commission's recommendation instituting civil tree removal fines and modifying tree replacement requirements.

***Attachments***

1. Ordinance O-20-705
2. PC Recommendation – Tree Cutting Fines Memo

**CITY OF MAPLE VALLEY, WASHINGTON  
ORDINANCE NO. O-20-705**

**AN ORDINANCE OF THE CITY OF MAPLE VALLEY,  
WASHINGTON AMENDING CHAPTER 18.40.130 OF THE  
MAPLE VALLEY MUNICIPAL CODE ENTITLED  
“LANDSCAPING AND TREE RETENTION” PROVIDING FOR  
SEVERABILITY, ESTABLISHING AN EFFECTIVE DATE AND  
PROVIDING FOR CORRECTIONS**

WHEREAS, Washington State law allows for periodic updates to City zoning code as necessary; and

WHEREAS, the City of Maple Valley wishes to amend fines related to landscaping and tree retention to bring fines in line with other jurisdictions and to provide an additional disincentive to the illegal removal of protected trees; and

WHEREAS, the Planning Commission discussed landscaping and tree retention code amendments at Planning Commission meetings held on June 17 and July 1, 2020; and

WHEREAS, the Planning Commission held a public hearing on July 15, 2020 to solicit comment regarding the proposed amendments; and

WHEREAS, the City notified the Department of Commerce and issued an anticipated SEPA Determination of Non-Significance, no comments were received; and

WHEREAS, the Planning Commission Chair provided the hand-off of the Planning Commission recommendations to the City Council and City staff introduced the proposed amendments on August 24, 2020 at a regular City Council meeting.

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

**Section 1. Amendment.** Section 18.40.130 of Maple Valley Municipal Code Section entitled “Landscaping and Tree Retention” is hereby amended to read as follows: (new text shown in underline; deleted text shown in ~~striketrough~~):

**18.40.130 Landscaping and Tree Retention**

A. Purpose. The purpose of this section is to:

1. Provide minimum standards for landscaping in order to maintain and protect property values, preserve significant native vegetation, particularly along major transportation corridors, and enhance the general appearance of the City.

2. Landscaping designs shall utilize native vegetation species and drought-tolerant species, and retain natural vegetation, in order to reduce the impact of development on the water resources of the City.
3. Respond to State-level mandates for action in such areas as water conservation, energy conservation, enhancement of water quality, and improvement of air quality.
4. Reflect City planning goals, urban design standards, and ecological awareness.
5. Provide an appropriate amount and quality of landscaping related to all land use in the City.
6. Establish a minimum level of regulation that reflects the purposes of this code.
7. Provide for design flexibility.

#### B. Applicability.

1. These provisions shall apply to all development applications in the City, with the exception of individual single-family residential and minor or local utility infrastructure; provided, that single-family residential complies with the soil amendments requirements in subsection (B)(2) of this section, and that when the installation of minor and local utility infrastructure requires the removal of significant trees, those trees shall be replaced on a one-to-one basis with trees meeting the requirements of subsection (J)(19) of this section.
2. All portions of a disturbed site not used for buildings, future buildings, parking and storage or accessory uses shall have the soil moisture holding capacity restored to that of the original undisturbed soil native to the site to the maximum extent practicable. The soil in any area that has been compacted or that has had some or all of the duff layer or underlying topsoil removed shall be amended to mitigate for lost moisture-holding capacity. The amendment shall take place between May 1st and October 1st. The topsoil layer shall be a minimum of eight inches thick, unless the applicant demonstrates that a different thickness will provide conditions equivalent to the soil moisture-holding capacity native to the site. The topsoil layer shall have an organic matter content of between five to 10 percent dry weight and a pH suitable for the proposed landscape plants. When feasible, subsoils below the topsoil layer should be scarified at least four inches with some incorporation of the upper material to avoid stratified layers. Compost used to achieve the required soil organic matter content must meet the definition of “composted materials” in [WAC 173-350-220](#). The soil quality design guidelines listed above can be met by using one of the following two options:
  - a. Option 1: Amend existing site topsoil or subsoil at a rate of eight cubic yards of compost per 1,000 square feet disturbed soil area, spread at a two-and-one-half-inch depth, and rototilled in eight to 12 inches deep.

b. Option 2: Import topsoil mix of sufficient organic content (five to 10 percent dry weight), pH (6.0 to 8.0), and depth to meet the requirements.

C. Landscape Plan Approval.

1. Except as set forth in subsection (B) of this section, no permit shall be issued to erect, construct or undertake any development project resulting in a new structure or expanding the footprint of an existing structure without prior approval of a landscape plan by the City.
2. Required landscape plans shall be prepared by a landscape design professional (landscape architect, certified landscaper, certified nursery professional, etc.), certified or registered by the State of Washington.

D. General Landscaping Requirements – All Zones.

1. All portions of a lot not used for buildings, future buildings, parking, storage or accessory uses, and proposed landscaped areas shall be retained in a “native” or predeveloped state or restored to such state with appropriate enhanced plantings as determined by the Director; provided, that schools in Public zones shall not be subject to this requirement.
2. Slopes in areas that have been landscaped with lawn shall generally be a three-to-one ratio or less, width to height (horizontal to vertical), to assist in maintenance and to allow irrigation systems to function efficiently.
3. Type III landscaping, defined in subsection (E)(3) of this section, shall be placed outside of sight-obscuring fences abutting public rights-of-way and/or access easements.
4. With the exception of lawn areas, new landscaping materials (i.e., trees, shrubs and groundcover) shall consist of drought-tolerant species and Pacific Northwest adaptive vegetation. All developments are required to include native Pacific Northwest and drought-tolerant plant materials for all projects.
5. Deciduous trees shall have a caliper of at least two inches at the time of planting measured four and one-half feet above the root ball or root.
6. Evergreen trees shall be a minimum six feet in height measured from treetop to the ground at the time of planting.
7. Shrubs shall be a minimum of 12 to 24 inches in height (measured from top of shrub to the ground) at the time of planting.

8. Groundcover shall be planted and spaced to result in total coverage of a landscaped area within three years of planting.
9. Areas planted with grass/lawn shall:
  - a. Constitute no more than 40 percent of landscaped areas; provided, there shall be an exception for biofiltration swales, except for schools in Public zones; and
  - b. Be a minimum of five feet wide at the smallest dimension.
10. Grass and required landscaping areas shall contain at least two and one-half inches of compost or imported topsoil with five to 10 percent soil organic matter content.
11. Existing clay or sandy soils where landscaping is to be installed shall be augmented with an organic supplement.
12. Landscape areas shall be covered with at least three inches of mulch to minimize evaporation.
13. Mulch shall be used in conjunction with landscaping in all planting areas to assist vegetative growth and maintenance or to visually complement plant material, except that undisturbed native vegetation need not be mulched. Nonvegetative material shall not be an allowable substitute for plant material.
14. Landscaping and fencing shall not violate the sight distance safety requirements at street intersections and points of ingress/egress for the development.
15. All tree types shall be spaced appropriately for the compatibility of the planting area and the canopy and root characteristics of the tree.
16. Foundation landscaping is encouraged to minimize impacts of the scale, bulk and height of structures.
17. All loading areas shall be fully screened from public rights-of-way or nonindustrial/manufacturing uses with Type I landscaping.
18. Use of products made from post-consumer waste is encouraged whenever possible.
19. Walkways, decorative paving, fountains, benches, picnic tables and other features or amenities are encouraged in landscaping areas. These features are in addition to the landscaping requirement, not in lieu of such requirement.

## E. Landscaping Types.

### 1. Type I – Solid Screen.

a. Purpose. Type I landscaping is intended to provide a solid sight barrier to totally separate incompatible land uses. This landscaping is typically found between residential and incompatible nonresidential land use zones (e.g., business park uses and Residential, etc.), and around outdoor storage yards, service yards, loading areas, mechanical or electrical equipment, utility installations, trash receptacles, etc.

b. Description. Type I landscaping shall consist of evergreen trees planted no more than 20 feet on center in a triangular pattern; shrubs and groundcover, which will provide a 100 percent sight-obscuring screen within three years from the time of planting; or a combination of approximately 75 percent evergreen and 25 percent deciduous trees (with an allowable five percent variance), planted no more than 20 feet on center in a triangular pattern, with shrubs, and groundcover backed by a sight-obscuring fence. Shrub and groundcover spacing shall be appropriate for the species type, and consistent with the intent of this section.

### 2. Type II – Visual Screen.

a. Purpose. Type II landscaping is intended to create a visual separation that may be less than sight-obscuring between incompatible land use zones. This landscaping is typically found between Commercial and business park uses; High Density Multifamily and Single-Family Residential zones; Commercial and Residential zones; and to screen business park uses from the street.

b. Description. Type II landscaping shall be evergreen or a combination of approximately 60 percent evergreen and 40 percent deciduous trees, with an allowable five percent variance, planted no more than 20 feet on center in a triangular pattern, interspersed with large shrubs and groundcover. A sight-obscuring fence may be required if it is determined by the City that such a fence is necessary to reduce site-specific adverse impacts to the adjacent land use. Shrub and groundcover spacing shall be appropriate for the species type and the intent of this section.

### 3. Type III – Visual Buffer.

a. Purpose. Type III landscaping is intended to provide partial visual separation of uses from streets and between compatible uses so as to soften the appearance of parking areas and building elevations.

b. Description. Type III landscaping shall be a mixture of evergreen and deciduous trees planted no more than 30 feet on center in a triangular pattern

and interspersed with shrubs and groundcover. Shrub and groundcover spacing shall be appropriate for the species type and the intent of this section.

#### 4. Type IV – Open Area Landscaping.

a. Purpose. Type IV landscaping is primarily intended to provide visual relief and shading while maintaining clear sight lines, and is typically used within parking areas.

b. Description. Type IV landscaping shall consist of trees planted with supporting shrubs and groundcover. Shrubs shall be pruned at 40 inches in height above pedestrian or vehicle grade (whichever is higher), and the lowest tree branches shall be pruned to keep an approximate eight-foot clearance from the ground. Tree, shrub, and groundcover spacing shall be appropriate for the species type and the intent of this section. Vegetated LID facilities (bioretention, rain gardens, and dispersion), consistent with the intent of this section, are allowed. See subsection (G) of this section for location of Type IV landscaping.

#### F. Landscaping Requirements by Zoning District.

##### 1. Multifamily Residential, R-8 – R-24.

a. Type III landscaping of a minimum width of 10 feet shall be provided along all perimeter lot lines, except as provided in subsection (F)(1)(b) of this section.

b. Type I landscaping of a minimum width of 10 feet shall be provided along the perimeter abutting single-family zones (R-4 through R-6).

c. The requirements of subsection (G) of this section for parking area and perimeter parking area landscaping shall apply.

##### 2. Community Business, CB, Town Center, TC, Regional Employment Center, REC, and Regional Learning and Technology Center, RLTC.

a. Type III landscaping of a minimum width of 10 feet shall be provided along all properties abutting public rights-of-way and ingress/egress easements.

b. Type I landscaping of a minimum width of 20 feet shall be provided along the perimeter of property abutting a Residential zoning district.

c. The requirements of subsection (G) of this section for parking area and perimeter parking area landscaping shall apply.

3. Neighborhood Business, NB.

- a. Type III landscaping of a minimum width of 10 feet shall be provided along the perimeter of parking areas abutting public rights-of-way.
- b. Type I landscaping of a minimum width of 20 feet shall be provided along the perimeter of the property abutting a Residential zoning district.
- c. The requirements of subsection (G) of this section for parking area and perimeter parking area landscaping shall apply.

4. Park, Recreation, Open Space, PRO. Landscaping requirements are to be determined by the City on a project-by-project basis dependent on the proposed use and surrounding zoning districts.

G. Parking Lot Landscaping.

1. Purpose. The purpose of this section is to mitigate adverse impacts created by parking lots which include noise, glare and increased heat, increased stormwater runoff and pollution, and to improve the physical appearance of parking lots.

2. Type IV Landscaping. Type IV landscaping shall be provided within surface parking areas as follows:

- a. All new Commercial; Park, Recreation, Open Space; and multifamily developments with parking for five or more vehicles, and subdivisions or PUDs with common parking areas for five or more vehicles, shall provide 25 square feet per parking stall.
- b. Landscaping along driveways and at building entrances may be counted toward the Type IV landscaping requirement, even if not fully within the parking area.
- c. Landscape Islands. Landscape islands shall be a minimum size of 100 square feet, with a minimum width of six feet at the narrowest point. At least one tree shall be planted in each landscape island. Islands shall be provided at the ends of all rows of parking, between loading doors or maneuvering areas and parking areas or stalls. Islands providing stormwater treatment are encouraged in low areas and between parking rows.
  - i. Any remaining required landscaping shall be dispersed throughout the interior parking area to create shade, reduce the visual impact of the parking lot, and meet applicable design requirements and guidelines.

ii. Deciduous trees are preferred for landscape islands within interior vehicle use areas.

iii. Lawn shall not be permitted in landscape islands less than 200 square feet in size and shall be used only as an accessory planting material to required trees, shrubs, and groundcover.

d. Curbing. Permanent curbing shall be provided in all landscape areas within or abutting parking areas. Where stormwater is intended to be routed into a bioretention facility, wheelstops or curb cuts may be used instead of a continuous permanent curb.

e. Parking Areas/Screening for Rights-of-Way.

i. Parking areas adjacent to public rights-of-way shall incorporate berms at least three feet in height within perimeter landscape areas. Alternatively, the Director may allow the addition of shrub plantings to the required perimeter landscape type, and/or the provision of architectural features of appropriate height with trees, shrubs and groundcover, in a number sufficient to act as an efficient substitute for the three-foot berm. Any such substitution must reduce the visual impact of parking areas and screen the automobiles from public view; provided, that vehicle display areas at automobile sales lots need not be fully screened.

ii. Parking adjacent to Residential zones shall reduce the visual impact of parking areas and buffer dwelling units from light, glare, and other environmental intrusions by providing Type I landscaping within required perimeter landscape areas.

f. Vehicular Overhang.

i. Vehicular overhang into any landscaping area shall not exceed two feet.

ii. No plant material greater than 12 inches in height shall be located within two feet of the curb or other protective barrier in landscape areas adjacent to parking spaces and vehicle use areas.

3. Senior High Schools in Public Zones. The parking lot landscaping requirements for the development of senior high schools in Public zones shall be as approved by the Director during permit review.

H. Performance and Maintenance Standards.

1. Performance.

- a. All required landscaping shall be installed prior to final inspection or the issuance of a Certificate of Occupancy (CO), except as provided in subsection (H)(1)(d) of this section.
- b. When landscaping is required pursuant to this code, an inspection shall be performed to verify that the landscaping has been installed pursuant to the standards of this code.
- c. Upon completion of the landscaping work, the City shall inspect the installation upon request by the applicant.
- d. A Temporary Certificate of Occupancy may be issued prior to completion of required landscaping, provided the following criteria are met:
  - i. An applicant or property owner files a written request with the City prior to a final inspection;
  - ii. The request shall explain why factors either beyond the applicant's control, or which would create a significant hardship, prevent the installation of the required landscaping prior to issuance of the CO;
  - iii. The property owner has demonstrated a good faith effort to complete all required landscaping;
  - iv. The applicant files a performance security in the form of an assignment of savings with the Department in an amount equal to 150 percent of the cost of completing the landscaping work or, for senior high schools in Public zones, the applicant provides proof of an executed contract for such work with an agreed schedule for completion;
  - v. The applicant files a consent to access form signed by the property owner allowing a City-hired landscaping contractor access to the property to complete the landscaping work in the event of a default by the applicant.
- e. The time period extension for completion of the landscaping shall not exceed 90 days after issuance of a Temporary Certificate of Occupancy except that the Director may grant an extension to senior high schools in Public zones where the applicant submits proof of hardship.
- f. Failure to complete landscape installation by an established 90-day extension date shall constitute cause for retrieval of funds by the City from the assigned savings account in order to have the landscaping completed by a City-hired landscaping contractor.

## 2. Maintenance.

- a. Continual maintenance of planted areas shall be the responsibility of the property owner.
- b. All portions of any irrigation system shall be continuously maintained in a working condition.
- c. The property owner shall also maintain all other aspects of landscaped areas including the removal of trash and debris.

I. Landscape Modification Provisions. The following alternative landscape options may be allowed, subject to approval by the Director, if they accomplish equal or better levels of screening and if they provide an equal or better visual result:

- 1. The width of the perimeter landscape strip may be reduced up to 25 percent along any portion where:
  - a. Berms at least three feet in height or architectural barriers at least six feet in height are incorporated into the landscape design; and
  - b. The landscape materials are incorporated elsewhere on site;
- 2. When an existing structure precludes installation of the total amount of required site perimeter landscaping, such landscaping material shall be incorporated on another portion of the site;
- 3. The width of any required perimeter landscaping may be averaged along any individual property line, provided the minimum width is not less than five feet and the landscape area and materials are incorporated elsewhere on site;
- 4. The width of the perimeter landscaping may be reduced up to 10 percent when a development retains 10 percent of significant trees or 10 significant trees per acre on site, whichever is greater;
- 5. The landscaping requirement may be modified when existing conditions on or adjacent to the site, such as significant topographic differences, vegetation, structures or utilities, would render application of this chapter ineffective or result in scenic view obstruction.

J. Tree Retention and Replacement.

- 1. Purpose. The purpose of this subsection is to preserve and enhance the valuable natural resources and aesthetic character and image of Maple Valley. The intent is to provide incentives for retaining existing trees, to discourage unnecessary clearing and disturbance of land, and to maintain tree-lined corridors along the major arterials.

## 2. Definitions.

- a. "Coverage" is defined as the ratio of the dripline area to the lot area expressed as a percentage.
- b. "Dripline area" is the area under the outermost circumference of branches of the tree.
- c. "Landmark significant tree" is defined as any significant tree other than alder or cottonwood that is (i) at least 24 inches in diameter at four and one-half feet from grade, or (ii) of specimen quality, i.e., large, well shaped, and healthy for the species.
- d. "Large nursery stock" is defined as commercially grown material available at the time of planting that is required to be moved by hydraulic spade and is a minimum size of at least four inches in diameter measured four and one-half feet above grade.
- e. "Live crown ratio" is the proportion of length of main stem supporting live branches to the height of the tree.
- f. "Planted significant tree" is defined as any of a number of species of trees, defined herein, planted in a landscaping area of sufficient size to support a trunk size at maturity growth of at least 12 inches in diameter following the minimum standards for planted significant trees in this section.
- g. "Qualified professional" is defined as an individual who through any combination of knowledge, experience, education, and training demonstrates a professional level of understanding in tree care, arboricultural sciences and urban forestry. Qualified professionals must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development. Qualified professionals may include licensed landscape architects, certified consulting arborists, certified arborists, and certified foresters.
- h. "Retained significant tree" is defined as an existing significant tree that is designated for retention in a Tree Preservation and/or Protection Plan and used for demonstrating compliance with canopy coverage requirements or incentives.
- i. "Retained tree" is defined as an existing tree designated for retention, excluding cottonwood and alders, that is less than 12 inches in diameter measured four and one-half feet above grade, but greater than six feet tall if evergreen, or two inches in diameter if deciduous, and located in a landscaping area of sufficient size to support a trunk size at maturity growth of at least 12

inches in diameter following the minimum standards for planted significant trees in this section. Retained trees must have a live crown ratio of greater than or equal to 50 percent.

j. “Significant tree” is defined as an existing evergreen or deciduous tree, excluding cottonwoods and alders, that is at least 12 inches in diameter measured four and one-half feet above grade and in good health.

k. “Tree Protection Area (TPA)” is land area set aside with limitations running with the title of the land that prevent activities that will damage the tree or trees within that area.

3. Applicability. There shall be no cutting of significant trees – retained, planted, or landmark – without prior authorization from the Director of Community Development unless specifically exempted herein. The provisions of this section apply to all new developments, subdivisions, site redevelopments, or clearing and grading activity on sites two or more acres in size. Development or installation of utilities and other public facilities also is subject to these provisions whether on private or public property or public right-of-way. The requirements and regulations pertaining to trees located in critical areas and related buffers shall be subject to the requirements for protection of critical areas contained in Chapter [18.60](#) MVMC.

4. Permits Required. Unless specifically exempted herein, application for and prior approval of a Clearing and Grading Permit is required for cutting or removal of any significant tree. To the extent possible, review of a Clearing and Grading Permit shall be integrated into review of any other permit or land use approval required for a proposal, in order to minimize review time required for conformance with this subsection (J).

5. Exemptions. The provisions of this section shall not apply to the following circumstances:

a. Cutting or removal of significant trees on existing single-family lots of two acres or less, provided such trees are not subject to a Tree Retention Plan or Tree Protection Area;

b. Removal of any tree with obvious flaws or disease, or one that is judged to be hazardous by a qualified professional at the owner’s expense;

c. Removal of any tree during an emergency. No limitation on tree removal shall exist during storm conditions when imminent danger exists from trees falling on structures, children’s play areas, or where clear hazard to life is apparent;

d. On existing single-family lots: removal of any existing tree judged to be a hazard or any tree within one and one-half tree lengths of an existing or

proposed permitted building on site. A planted significant tree may be required by the Director as a replacement.

6. Timber Management under Forest Practices Act. Applicants for Forest Practice Permits (Class IV – General Permit) for the conversion of forested sites to developed sites are also required to apply for appropriate permits through the City, and are subject to the provisions of this subsection (J). For all other Forest Practice Permits (Class II, III, or IV – Special Permit) issued by the DNR for the purpose of commercial timber operations, no Clearing and Grading Permit application is required, but no Development Permits will be issued for six years following tree removal under such DNR permit.

7. Application Requires Tree Retention Plan. All development or redevelopment proposals subject to this section that are not specifically exempt shall include a Tree Retention Plan at the time of application for any required Development Permit. Preparation and submittal of the Plan shall conform to specifications provided by the Director. Tree Retention Plans may be prepared by a qualified professional. An owner may submit for a Clearing and Grading Permit without having a qualified professional prepare a significant Tree Retention Plan, provided the Plan clearly locates the trees and provides sufficient information for City staff to review the proposal as determined by the Director. The Tree Retention Plan shall analyze:

- a. The number of trees and canopy coverage calculation of trees existing on the site;
- b. The location and species type of existing significant trees or clusters of trees within and adjacent to the proposed area to be cleared and/or graded, including utility corridors;
- c. The species type, size, location, and spot elevation at the base of any landmark tree within the site, unless the requirement is waived by the Director;
- d. Critical areas; and
- e. Areas not proposed for clearing or grading, provided such areas do not require a specific survey location of trees.

8. Canopy Coverage Calculation Requirements and Tree Retention Guidelines.

- a. A canopy coverage calculation shall be prepared by the applicant for the proposal. The canopy coverage calculation may be merged with the Tree Retention Plan and/or landscaping plan for the proposal. The canopy coverage calculation shall show retention and planting of trees at mature canopy coverage of the total site area to equal or exceed: 10 percent for commercial developments within the TC, NB, REC and RLTC zones meeting the landscape requirements contained in subsection (F) of this section, 10 percent

for senior high schools in Public zones meeting the landscape requirements contained in subsection (F) of this section, and 10 percent for all other developments, calculated as follows:

- i. Retained landmark trees shall be calculated at 1,650 square feet each, regardless of canopy coverage or dripline area, or as marked in the field and measured by the proponent;
- ii. Retained significant trees shall be calculated at 1,100 square feet each, regardless of canopy coverage or dripline area, or as marked in the field and measured by the proponent;
- iii. Retained trees shall be calculated at 900 square feet each, regardless of canopy coverage or dripline area;
- iv. Planted significant trees meeting the minimum planting standard (subsections (J)(19)(b) and (c) of this section) shall be calculated at 300 square feet each;
- v. Planted significant trees exceeding the minimum planting standard (subsections (J)(19)(b) and (c) of this section) by 50 percent shall be calculated at 550 square feet each; and
- vi. Planted significant trees meeting the definition of large nursery stock and exceeding the minimum planting standard (subsections (J)(19)(b) and (c) of this section) by 100 percent shall be calculated at 750 square feet each.

b. For the purposes of meeting the minimum required canopy coverage calculation, trees shall be retained pursuant to the following unranked guidelines, except where determined to be exempt or to constitute a hazard by a qualified professional pursuant to subsection (J)(5) of this section:

- i. All trees within critical areas or critical area buffers;
- ii. Landmark significant trees, unless a 15 percent canopy coverage calculation is achieved;
- iii. Retained trees within the required perimeter landscape buffer width or building setback, whichever is greater;
- iv. Retained trees inside the site within an area no less than 20 feet of the right-of-way line of Maple Valley Highway SR-169, Kent-Kangley Road SR-516, and Witte Road arterial corridors except for site access requirements;

v. Trees within required open space; and

vi. For subdivisions during site development, all trees that are not within cut or fill areas, parking areas or streets, utility corridors, site development requirements imposed by the City, or 20 feet distant of any proposed structure, except that trees retained in single-family lots created by subdivision of property into more than four lots shall not be counted for purposes of meeting required tree canopy coverage.

c. Where demonstrated that a site cannot achieve the minimum canopy coverage through retention pursuant to subsection (J)(8)(b) of this section, planted significant trees may be utilized in Tree Protection Areas pursuant to the following guidelines in order of preference where applicable:

i. Inside the site within a distance of 20 feet or greater of the right-of-way line of Maple Valley Highway SR-169, Kent-Kangley Road SR-516, and Witte Road arterial corridors except for site access requirements. At least 25 percent of replanted trees along these arterial corridors must consist of evergreen trees with a height of 10 to 12 feet or deciduous trees with a three-inch caliper;

ii. Within required perimeter buffers or setback areas;

iii. Within designated recreation and/or open space areas;

iv. Within critical areas or critical area buffers; and

v. Any other locations within the development site, except that trees planted in single-family lots created by subdivision of property into more than four lots shall not be counted for purposes of meeting required tree canopy coverage.

9. Incentive for Retention of Existing Trees and Increased Canopy Coverage. For development proposals subject to tree retention requirements in any zone, and where the proposal contains greater than 15 percent canopy coverage by retained existing trees; provided, that trees retained in protected critical areas or related buffers may not apply towards the required percentages, the following incentives are available individually or in combination:

a. For any retained landmark tree, the actual dripline area of the tree may be credited toward open space or recreational space requirements irrespective of tree location; or

b. For retained significant trees in excess of 15 percent canopy coverage, one additional dwelling unit is permitted for each additional 10 retained significant trees on the total site; or

c. Additional building height of 10 feet is permitted up to a maximum height of 45 feet; provided, trees must be retained proximate to the proposed building location(s).

d. If any tree that is saved in conjunction with these bonus provisions is lost in the future for whatever reason, it shall be replaced with large nursery stock approved by the Director.

10. Phased Development Plans. For redevelopment and/or phased new development sites, the Director may approve a partial Tree Retention Plan that is applicable only to a phase of development or redevelopment. A Plan based on phased development does not require a full amount of required trees per acre for each phase individually, provided the Plan for the entire development or proposal meets, or will meet, requirements; provided, however, no incentives may be approved for early phases of construction that rely on trees to be retained in future phases unless the significant Tree Retention Plan is recorded such that future phases are bound by the Plan.

11. Alternative Landscape Option. At the Director's sole discretion, the Director may approve an alternative landscape option for a high-quality landscape design containing native and ornamental species of landscape materials on sites where the proponent demonstrates to the satisfaction of the Director that planting trees at the required canopy coverage would not be feasible given the proposed use of the property, and/or would require planting at a density that would probably require removal of trees in the future due to the ultimate size of required species.

a. The proponent must show that the alternative landscape plan is of a better quality compared to a plan that would meet the requirements in the above subsections, and retains significant trees or provides planted significant trees in accordance with the following:

i. Existing trees in critical areas and critical area buffers must be retained and/or augmented with trees as appropriate;

ii. Existing trees in required perimeter landscape buffers must be preserved;

iii. Street trees are provided on streets adjacent to the site;

iv. Perimeter buffer areas without existing significant trees include planted significant trees;

v. Significant trees are provided around any open stormwater detention or pollution control ponding or swale areas;

- vi. Significant tree equivalents are provided internally to parking lot areas;
- vii. Significant trees are planted adjacent to the structure(s);
- viii. Street trees are planted within the development; and
- ix. Street trees are planted in cul-de-sac islands as applicable.

b. Alternative landscape plans must emphasize native plant material and large-scale shrub and small tree species, such as vine maple, as well as ornamental material appropriate and complementary to the proposed use of the site.

## 12. Utility and Street Easements and Rights-of-Way.

a. For installation or maintenance of major overhead and major underground utilities, such as electrical transmission lines, water or sewer mains or stormwater lines, no tree retention or planting requirements shall be imposed within the easement or right-of-way area.

b. For installation or maintenance of minor overhead and underground utilities, including overhead power distribution lines, water or sewer mains, or stormwater lines, no number of trees per acre of land shall apply for the easement or right-of-way area; provided, however, for each significant tree removed due to installation or maintenance of lines, one planted significant tree is required. The Director shall give consideration to the approval of planted species so as not to create future conflicts with the overhead or underground utilities.

c. For private properties with easements for overhead utilities, no tree retention or significant tree equivalent planting requirements shall apply for the private land area affected by the utility easement.

d. For public and private road construction and maintenance within the right-of-way or grading easements, no tree retention requirement shall apply; provided, retained trees within and along the right-of-way of Maple Valley Highway SR-169, Kent-Kangley Road SR-516, and Witte Road arterial corridors shall be accommodated and provided as a requirement of the design engineering for and maintenance of the road.

13. Decision Criteria. The Director shall review the application for a Tree Retention Plan and/or Clearing and Grading Permit and approve the permit, deny the permit, or approve the permit with conditions based on the following criteria:

- a. The site design implements the intent of this subsection (J); and

b. The Tree Retention Plan conforms to the specific requirements of this subsection (J); and

c. The proposal complies with and conforms to all standards and requirements of the underlying permit, if such permit is in addition to the Clearing and Grading Permit.

14. Tree Retention Plan Recording Required. For all nonexempt development and redevelopment sites (except for trees planted or retained within platted single-family residential lots), the Tree Retention Plan shall show Tree Protection Areas (TPAs). Upon approval of the Tree Retention Plan, the Plan shall be recorded together with the following restriction upon the land:

Trees indicated on this property within Tree Protection Areas are to be preserved for environmental, aesthetic, and other purposes. No activities are allowed within the Tree Protection Area that could damage or harm the tree, such as storage of material, disposal of drainage, or filling or grading. Tree removal, or site work or landscaping resulting in the loss of a tree, is subject to fines and tree replacement requirements by order of the City of Maple Valley.

15. Tree Retention Standards.

a. Site Design Standards.

i. To qualify as an existing retained tree, the critical root zone (CRZ), which may extend outside of the dripline of existing tree branches, shall be a no disturbance area where feasible. If determined to be infeasible, a minimum of two-thirds of the dripline area shall be a no disturbance area. Undisturbed areas shall not be impacted by grading, soil disturbance, impervious surfacing, storage of materials, or activity that may compact the soil surface, such as pedestrian use.

ii. Any work within the one-third of the dripline area shall be planned to be done by hand and by methods least disruptive to the tree.

iii. For retained trees where the grade in the vicinity of the tree will be either raised or lowered such that surface or subsurface water flow to the tree will be altered, specific provisions for additional irrigation or drainage shall be included in the tree protection notes and details.

iv. Tree retention details, including protection notes and fencing or staking installation details, shall be included on the applicable site development plans, and reviewed and approved by the Director prior to approval of the Tree Retention Plan.

b. Construction Standards.

- i. Tree protection details, dripline fencing, and no disturbance areas shall be part of all construction plans issued for permit.
- ii. All dripline areas of retained trees shall be located in the field and confirmed by a City Inspector prior to commencement of construction.
- iii. Work within dripline areas specifically authorized by approved construction plans shall be done separately from mechanized mass clearing and grading of the site and shall be fenced to exclude the area from mechanized clearing or grading. Methods for work within such areas shall be detailed on the clearing and grading plans, civil engineering plans, utility plans and landscape plans as may be needed to clarify the methods and responsibilities for construction within the dripline area.
- iv. Tree protection areas shall be fenced prior to construction with orange plastic mesh fencing or approved equivalent.

16. Maintenance Standards. Maintenance in the form of irrigation, fertilization, clearing of vines and other requirements necessary to assure survival of the retained and planted significant trees is required on the private property in perpetuity. The City may inspect and order maintenance at any time. The property owner is responsible for the replacement of any required trees or approved landscape material due to loss or disease after an initial maintenance period of one year. The developer is responsible for replacement of any dead or dying material within the initial maintenance period of one year or until released. An assurance device for the initial maintenance period is required in one of the following forms:

- a. A signed maintenance contract for a minimum period of one year from the time of occupancy that includes replacement of any dead or dying material observed at the end of one year; or
- b. A maintenance security in the form of an assigned savings deposit statement from a financial institution in the amount of 20 percent of the landscape installation contract. The security device shall state it may be released after one year only by the City after inspection of the site and replacement of materials as ordered.

17. Contractor Requirements. The contractor shall sign a statement on the significant Tree Retention Plan acknowledging the requirements of the plan prior to commencement of construction. Proof of signature shall be shown to the City at or before the preconstruction meeting. The acknowledgement statement shall provide that the contractor is aware of the tree preservation and retention requirements shown on the plans and in this subsection (J); that it is the responsibility of the contractor to preserve the trees if field conditions show additional measures to

assure the survival of the trees may be necessary and to alert the City Inspector to those conditions; and that the contractor is jointly responsible with the developer for any restitution required due to damage to or loss of trees as a result of the construction activities.

18. Preconstruction Meeting. Prior to the commencement of any permitted clearing and grading activity, a preconstruction meeting with the City Inspector shall be held on site with the permittee and contractor. The project site shall be marked in the field as follows:

- a. Limits of clearing and grading;
- b. Location of tree protection fencing;
- c. Delineation of any critical areas and critical area buffers;
- d. Individual trees to be retained;
- e. Property lines.

19. Planting Standards.

a. Planted significant trees shall be a mix of species approved by the Director for the specific application or proposal. A minimum of 60 percent of the planted significant trees shall be native evergreen coniferous species. Species allowable for planting significant trees shall be selected from the following two lists at a ratio of no less than 70 percent from List 1, and no more than 30 percent from List 2, or as approved by the Director:

List 1:

Western Red Cedar (native evergreen coniferous)

Douglas Fir (native evergreen coniferous)

Western Hemlock (native evergreen coniferous)

Alaskan Yellow Cedar

Port Orford Cedar (native evergreen coniferous)

Norway Spruce

Sitka Spruce (native evergreen coniferous)

Incense Cedar (native evergreen coniferous)  
Lodgepole Pine (native evergreen coniferous)  
Ponderosa Pine (native evergreen coniferous)  
Western White Pine (native evergreen coniferous)  
Giant Sequoia (native evergreen coniferous)  
Big Leaf Maple  
Red Maple, both rounded and columnar forms  
Other native species as approved by the Director

List 2:

Birch “Jacquemontii”

Sweetgum

Honeylocust

Hornbeam

Marshal Seedless Ash

Summit Ash

Flowering Pear

Pin Oak

Other nonnative ornamental species as approved by the Director

b. Evergreen coniferous trees shall be six feet in height from the top of the root ball, and balled and burlapped in healthy condition at time of planting. Alternatively, trees that are four or more inches in diameter measured at four and one-half feet from planting grade may be transplanted from on site; provided, that an approved method directed by a qualified professional is used. Pruned or sheared evergreen trees intended for Christmas tree use are not acceptable if the leader has been cut.

- c. Deciduous trees, evergreen broadleaved trees, or deciduous coniferous trees shall be a minimum two inches in diameter measured four feet above planting ground level, and with the lowest branch no lower than four feet from grade.
- d. Staking, soil amendments, and planting details shall be specified by a qualified professional.
- e. Planting areas and no disturbance areas shall be free from structures or impervious surfaces a minimum of seven feet in radius from the point the tree is planted, or as designed by a qualified professional to support a minimum size at maturity of 12 inches of trunk diameter measured four and one-half feet above planting ground level. Such designs shall contain a statement signed by the designer estimating the mature size of the tree in the planter area provided.

20. Loss and Replacement. Loss of any retained tree due to wind, disease, or other natural causes, or illegal removal shall be replaced by one or several trees per planting standard calculations set forth in MVMC 18.40.120.J.8.a. For purposes of replacement, the lost tree shall be counted as a “retained” tree. Replacement trees must equal the canopy lost, with the exception of street trees which shall be planted at a one to one ratio. ~~one planted significant tree.~~ Damage to a retained landmark tree shall be documented by a qualified professional at the expense of the owner, and the recommendations of the qualified professional regarding repair or replacement shall be followed. The existing planting area may be used if the tree is replaced in the same location. If the tree is relocated, the standards for a planted significant tree shall be followed and the Tree Retention Plan modified accordingly.

21. Enforcement. Any violation of this chapter shall be enforced through Title 4 of the Maple Valley Municipal Code entitled “Code Compliance.” ~~the City of Maple Valley Enforcement Code, which is represented by King County Code Title 23 adopted by reference by the City of Maple Valley.~~ In addition to any applicable penalties set forth in Title 4, KCC 23.32.010, and in addition to any required planting or mitigation, the penalty for the removal of any tree in violation of this chapter shall be as follows, up to \$1,000 per tree in addition to any required planting or mitigation. ~~Nothing herein shall preclude the City from seeking redress, including abatement and the cost thereof, through any lawful means, including the initiation of any suit in law or in equity, and the City shall be entitled to recover all reasonable costs and attorney’s fees incurred as a result of bringing such action.~~

a. Criminal. A violation of this chapter shall be considered a criminal misdemeanor, punishable up to 90 days in jail and a \$1,000 fine.

b. Civil.

i. \$1,000 per tree less than three inches in diameter, measured four and one-half feet above grade.

ii. For trees more than three inches in diameter measured four and one-half feet above grade, \$1,500 per inch in addition to \$1,000 calculated for the first three inches.

iii. Fines for trees removed in critical areas and street trees may be up to three times the fines listed above in i. and ii.

Nothing herein shall preclude the City from seeking redress, including abatement and the cost thereof, through any lawful means, including the initiation of any suit in law or in equity, and the City shall be entitled to recover all reasonable costs and attorney's fees incurred as a result of bringing such action.

#### K. Stormwater Pond Landscaping Standards.

1. Purpose. The purpose of this standard is to improve water quality for the protection of endangered species and reduce maintenance costs for stormwater facilities located in residential developments and make them attractive amenities within the neighborhood and the City.

2. Applicability. These provisions shall apply to all development applications within the City, with the exception of individual single-family residential.

3. Landscape Plan Approval. A landscape design professional (landscape architect, certified landscaper, certified nursery professional, etc.), certified or registered by the State of Washington, shall prepare required landscape plans.

4. Maintenance of the landscaping in the drainage facility shall be the responsibility of the developer or homeowners' association for two years following facility acceptance by the City of Maple Valley. This includes but is not limited to watering, maintenance, replacement and grooming of all plantings. (Ord. O-16-598 § 1(B) (Exh. B); Ord. O-14-564 § 6 (Exh. A); Ord. O-12-499 § 8; Ord. O-12-492 § 5; Ord. O-12-490 § 8; Ord. O-11-440 § 3; Ord. O-10-415 § 5; Ord. O-06-328 § 3; Ord. O-02-198 § 1; Ord. O-00-143 § 1; Ord. O-99-109 § 1).

**Section 2. Severability.** If any section, subsection, clause, sentence, or phrase of this ordinance should be held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 3. Effective Date.** This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

**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 THE 24<sup>TH</sup> DAY OF AUGUST 2020.

CITY OF MAPLE VALLEY

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Sean P. Kelly, Mayor

ATTEST/AUTHENTICATED:

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Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

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Patricia Taraday, City Attorney

Date of Publication:

Effective Date:



July 15, 2020

To: Mayor Kelly and Councilmembers

From: Candace Tucker, Chair, Planning Commission

Re: Tree Cutting Fine Code Text Amendments

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### **Description**

This memo includes the Planning Commission's review and recommendation of proposed amendments to the Maple Valley Development Standards related to tree cutting fines. Based on Council direction and examples from comparable cities, the Commission is recommending increasing fines.

### **Background and Task**

**The task** before the Planning Commission is to forward a recommendation on the proposed amendments to Council for review. The Commission reviewed materials created and discussed the issue at their June 17, 2020 and July 1, 2020 meetings. A Public Hearing was held on July 15, 2020.

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

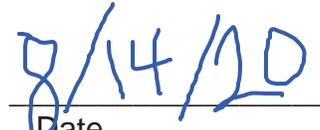
1. The Planning Commission reviewed and deliberated the proposed amendments during several meetings in the summer of 2020.
2. The Commission finds that keeping a criminal misdemeanor fine of up to \$1,000 is legally appropriate and in line with codes from other cities, however, that other cities often have codified additional civil fines ranging based on tree size and location.
3. The City held a public hearing on July 15, 2020. The City received no written comment on the proposal.

### **RECOMMENDATION**

After review of the pertinent application materials, the Planning Commission has formulated a recommendation for the proposed amendments as attached.

The Planning Commission voted with a 5-0 vote to recommend adoption of the proposed Street Tree List and Code.

  
Candace Tucker, Chair

  
Date



Date: August 28, 2020

To: **Mayor Kelly and Councilmembers**

From: Shaunna Lee-Rice, City Clerk

Subject: Emergency Management Performance Grant COVID-19 Supplemental Agreement

Staff recommends entering into the attached Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) Agreement with Washington State Military Department..

### ***Background***

The Emergency Management Performance Grant Program plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. This Supplemental Grant was specifically allocated for COVID-19 response related expenses and is in addition to the EMPG 2020 funding.

### ***Discussion***

The purpose of this grant is to assist the City of Maple Valley with the COVID-19 response related expenses. The City has received grant funds through EMPG in the past and will continue to utilize funding for emergency management and preparedness functions. This grant is from the Department of Homeland Security administered through the Washington State Department of Emergency Management. All grant payments are made on a reimbursement basis. The City will provide a progress report with each payment request.

The total grant award is \$4,918.00. The grant will be administered by the Finance Department and the City Clerk/Emergency Management Office.

### ***Fiscal Impact***

If Resolution R-20-1479 is approved, the expenditures related to the purchasing of equipment to assist staff in responding to COVID-19 such as purchase of cell phones, teleconference technology, and purchase laptops. The revenues will offset a portion of the expenditures. In-kind participation will be limited to staff time.

***Options***

1. Approve Resolution R-20-1479 authorizing the City Manager to execute the Washington State Military Department Emergency Management Performance Grant COVID-19 Supplemental Agreement (E20-269).
2. Do not approve Resolution R-20-1479.
3. Take some other action.

***Recommendation***

Approve Resolution R-20-1479 authorizing the City Manager to execute the Washington State Military Department Emergency Management Performance Grant COVID-19 Supplemental Agreement (E20-269).

***Attachments***

1. Resolution R-20-1479
2. Grant Agreement

**CITY OF MAPLE VALLEY, WASHINGTON**

**RESOLUTION NO. R-20-1479**

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE THE WASHINGTON STATE MILITARY DEPARTMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT COVID-19 SUPPLEMENTAL AGREEMENT**

WHEREAS, the City Council of the City of Maple Valley desires to accept financial assistance from the Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) program for purposes of purchasing equipment for the City of Maple Valley emergency operations related to the COVID-19 response; and

WHEREAS, the total grant award is \$4,918.00;

**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 the Washington State Military Department Emergency Management Performance Grant COVID-19 Supplemental Agreement for the purpose of the participating in the 20EMPG-S COVID-19 Supplemental grant program (E20-269) for the total grant award of \$4,918.00.

PASSED BY THE CITY COUNCIL AT A SPECIAL MEETING THEREOF ON THE 24<sup>TH</sup> DAY OF AUGUST 2020.

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

ATTEST:

\_\_\_\_\_  
Shaunna Lee-Rice, City Clerk

**APPROVED AS TO FORM:**

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

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**Washington State Military Department  
EMERGENCY MANAGEMENT PERFORMANCE GRANT COVID-19 SUPPLEMENTAL AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Maple Valley, City of PO Box 320 22017 SE Wax Road, Suite 200 Maple Valley, WA 98038-0320</b>		2. Grant Agreement Amount: <b>\$4,918</b>		3. Grant Agreement Number: <b>E20-269</b>	
4. Subrecipient Contact, phone/email: <b>Shaunna Lee-Rice, 425-413-8800 shaunna.leerice@maplevalleywa.gov</b>		5. Grant Agreement Start Date: <b>January 27, 2020</b>		6. Grant Agreement End Date: <b>December 31, 2021</b>	
7. Department Contact, phone/email: <b>Gary Stumph, 253-512-7483 gary.stumph@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>128179798</b>		9. UBI # (state revenue): <b>601-795-605</b>	
10. Funding Authority: <b>Washington State Military Department</b> (the "DEPARTMENT") and the <b>U.S. Department of Homeland Security</b> (DHS)					
11. Federal Funding Identification #: <b>EMS-2020-EP-00009-S01</b>		12. Federal Award Date: <b>04/19/2020</b>		13. Assistance Listings # (formerly CFDA) & Title: <b>97.042 (20EMPG-S)</b>	
14. Total Federal Amount: <b>\$2,126,974</b>		15. Program Index # & OBJ/SUB-OBJ: <b>703PS NZ</b>		16. EIN <b>91-1801854</b>	
17. Service Districts: (BY LEGISLATIVE DISTRICT): <b>5</b> (BY CONGRESSIONAL DISTRICT): <b>8</b>		18. Service Area by County(ies): <b>King</b>		19. Women/Minority-Owned, State Certified: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE # _____	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other _____			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: <b>The purpose of the Fiscal Year (FY) 2020 Emergency Management Performance Grant COVID-19 Supplemental (20EMPG-S) program is to provide U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) Federal award funds to states to assist state, local, territorial, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, response to, and recovery from the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency.</b> <b>The Department is the Recipient and Pass-through Entity of the 20EMPG-S DHS Award Letter for Grant No.EMS-2020-EP-00009-S01, which is incorporated in and attached hereto as Attachment F and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement and the associated matching funds.</b>					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Attachment A); General Terms and Conditions (Attachment B); Work Plan (Attachment C); Timeline (Attachment D); Budget (Attachment E); 20EMPG-S Award Letter EMS-2020-EP-00009-S01 (Attachment F); and all other documents expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <b>1. Applicable Federal and State Statutes and Regulations</b> <b>2. DHS/FEMA Award and program documents</b> <b>3. Work Plan, Timeline, and Budget</b> <b>4. Special Terms and Conditions</b> <b>5. General Terms and Conditions, and,</b> <b>6. Other provisions of the Agreement incorporated by reference</b>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below.					
FOR THE DEPARTMENT:			FOR THE SUBRECIPIENT:		
_____ Signature Regan Anne Hesse, Chief Financial Officer Washington State Military Department			_____ Signature Laura Philpot, City Manager City of Maple Valley		
Date			Date		
BOILERPLATE APPROVED AS TO FORM: Dawn C. Cortez 05/09/2020 Assistant Attorney General			APPROVED AS TO FORM (if applicable): _____ Applicant's Legal Review Date		

## SPECIAL TERMS AND CONDITIONS

## ARTICLE I. KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		DEPARTMENT	
Name	Shaunna Lee-Rice	Name	Gary Stumph
Title	City Clerk/EM Specialist/PIO	Title	Program Coordinator
E-Mail	shaunna.leerice@maplevalleywa.gov	E-Mail	gary.stumph@mil.wa.gov
Phone	425-413-8800	Phone	253-512-7483
Name	Laura Philpot	Name	Reagan Bush
Title	City Manager	Title	Program Manager
E-Mail	laura.philpot@maplevalleywa.gov	E-Mail	reagan.bush@mil.wa.gov
Phone	425-413-8800	Phone	253-512-7463
Name	Sandy Garrett	Name	Tirzah Kincheloe
Title	Finance Director	Title	Program Manager
E-Mail	sandy.garrett@maplevalleywa.gov	E-Mail	tirzah.kincheloe@mil.wa.gov
Phone	425-413-8800	Phone	253-512-7456

## ARTICLE II. ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-00009-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment F.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the performance period described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the state of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

## A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

## 1. SUBAWARDS &amp; CONTRACTS BY SUBRECIPIENT

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 20EMPG-S funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 20EMPG-S funds, including, but not limited to, those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient(s) to comply with all applicable state and federal laws, rules, regulations, requirements, and program guidance identified or referenced in this Agreement and the informational documents published by DHS/FEMA applicable to the 20EMPG-S Program, including, but not limited to, all criteria, restrictions, and requirements of the DHS NOFO FY 2020 EMPG-S document, the DHS Award Letter for Grant No. EMS-2020-EP-

00009-S01 in Attachment F, and the federal regulations commonly applicable to DHS/FEMA grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 20EMPG-S federal award funds provided to its subrecipients, and associated matching funds, are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment F of this Agreement.

## 2. BUDGET, REIMBURSEMENT, AND TIMELINE

- a. Within the total Grant Agreement Amount, travel, subcontracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis upon completion unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Attachment E), an indirect cost rate agreement negotiated between the federal cognizant agency and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department Key Personnel. However, under 2 CFR 200.414 (f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate but must not exceed the approved negotiated indirect cost rate percentage for the time period of the expenditures. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, the Subrecipient shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Reimbursement requests will include a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Timeline (Attachment D).

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department.
- f. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement and be made available upon request by the Department and auditors.
- g. The Subrecipient must request **prior** written approval from Department Key Personnel to waive or extend a due date in the Timeline (Attachment D) and, once approved, submit those costs on the next scheduled reimbursement due date contained in the Timeline. Waiving or missing deadlines serves as an indicator for assessing an agency's level of risk of noncompliance with the regulations, requirements, and the terms and conditions of the Agreement and may increase required monitoring activities. Any request for a waiver or extension of a due date in the Timeline will be treated as a request for Amendment of the Agreement. This request must be submitted to the Department Key Personnel

sufficiently in advance of the due date to provide adequate time for Department review and consideration and may be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by either (1) written amendment of this Agreement or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient's project(s).
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward and is invoiced by the vendor.
- j. Failure to submit timely, accurate, and complete reports and reimbursement requests as required by this Agreement (including, but not limited to, those reports in the Timeline) will prohibit the Subrecipient from being reimbursed until such reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers to budget categories, as identified in the Budget (Attachment E), to exceed 10% of the Grant Agreement Amount. Any changes to budget category totals not in compliance with this paragraph will not be reimbursed without approval from the Department.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. None of the funds awarded under this Agreement may duplicate the same costs already paid for with funding under FEMA's Public Assistance Program or any other Federal program.

### **3. REPORTING**

- a. With each reimbursement request, the Subrecipient shall report how the expenditures, for which reimbursement is sought, relate to the Work Plan (Attachment C) activities in the format provided by the Department.
- b. With the final reimbursement request, the Subrecipient shall submit to the Department Key Personnel a final report describing all completed activities under this Agreement.
- c. The Subrecipient shall comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department an Audit Certification/FFATA Form This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.

### **4. EQUIPMENT AND SUPPLY MANAGEMENT**

- a. The Subrecipient and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326 when procuring any equipment or supplies under this Agreement, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, Subrecipient grant agreement, or other means of legal transfer of ownership is in place.

- ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
- iii. Inventory system records shall include:
  - A. description of the property
  - B. manufacturer's serial number, model number, or other identification number
  - C. funding source for the equipment, including the Federal Award Identification Number (FAIN)
  - D. Assistance Listings Number (formerly CFDA Number)
  - E. who holds the title
  - F. acquisition date
  - G. cost of the equipment and the percentage of federal participation in the cost
  - H. location, use, and condition of the equipment at the date the information was reported
  - I. disposition data including the date of disposal and sale price of the property.
- iv. The Subrecipient shall take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
- v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well maintained and kept in good operating condition.
- vi. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated, and a report generated and sent to the Department's Key Personnel.
- vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return. For disposition, if upon termination or at the Grant Agreement End Date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Subrecipient must comply with the following procedures:
  - A. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, the Subrecipient must retain the supplies for use on other activities or sell them, but must, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.

B. For Equipment:

- 1) Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.
  - 2) Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. The Subrecipient shall compensate the federal awarding agency in accordance with the requirements of 2 CFR 200.313 (e) (2).
- ix. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall comply with the Department's Purchase Review Process, which is incorporated by reference and made part of this Agreement. No reimbursement will be provided unless the appropriate approval has been received.
- c. Allowable categories for the EMPG-S Program are listed in the 20EMPG-S NOFO and on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/authorized-equipment-list>. It is important that the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. The Subrecipient is solely responsible for ensuring and documenting purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.
- If the item is not identified in the 20EMPG-S NOFO or on the AEL as allowable under EMPG-S, the Subrecipient must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.
- d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using federal award funds.
- e. The Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward under this Agreement.

**5. ENVIRONMENTAL AND HISTORICAL PRESERVATION**

- a. The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) program. EHP program information can be found at <https://www.fema.gov/environmental-planning-and-historic-preservation-compliance> all of which are incorporated in and made a part of this Agreement.
- b. Projects that have historical impacts or the potential to impact the environment, including, **but not limited to**, construction of communication towers; modification or renovation of existing buildings, structures and facilities; or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to interior walls, and training occurring outside in areas not considered previously disturbed, also require a DHS/FEMA EHP review before project initiation.
- c. The EHP review process involves the submission of a detailed project description that includes the entire scope of work, including any alternatives that may be under consideration, along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.

- d. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process **must be completed and FEMA approval received by the Subrecipient before** any work is started for which reimbursement will be later requested. Expenditures for projects started before completion of the EHP review process and receipt of approval by the Subrecipient will not be reimbursed.

## 6. **PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions (Attachment B, A.10). With the exception of the requirements in 2 CFR Part 200.319(b), regarding geographical preferences and 2 CFR Part 200.321 regarding contracting small and minority businesses, women's business enterprises, and labor surplus area firms, which have been temporarily exempted by OMB Memo M-20-17. These exempted requirements will be reinstated upon notification from OMB that it has discontinued the exemption.
- b. For all sole source contracts expected to exceed \$250,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

## 7. **SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department an Audit Certification/FFATA form. This form is required to be completed once per calendar year, per Subrecipient, and not per agreement. The Department's Contracts Office will request the Subrecipient submit an updated form at the beginning of each calendar year in which the Subrecipient has an active agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. Review of financial and performance reports
  - ii. Monitoring and documenting the completion of Agreement deliverables
  - iii. Documentation of phone calls, meetings (e.g. agendas, sign-in sheets, meeting minutes), e-mails and correspondence
  - iv. Review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements
  - v. Observation and documentation of Agreement related activities, such as training, events, and equipment demonstrations
  - vi. On-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.

- e. Compliance will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

- a. The Subrecipient must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that Subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services, selecting language services, and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**9. NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive 8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training, and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. In order to receive FY 2020 federal preparedness funding, to include EMPG-S, the Subrecipient will ensure all NIMS objectives have been initiated and/or are in progress toward completion. NIMS Implementation Objectives are located at <https://www.fema.gov/media-library/assets/documents/130743>.

**B. EMPG PROGRAM SPECIFIC REQUIREMENTS**

The Department receives EMPG-S funding from DHS/FEMA, to assist state, local, and tribal governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing COVID-19 public health emergency as authorized by the *Coronavirus Aid, Relief, and Economic Security (CARES) Act*, Div. B (Pub. L. No. 116-136); section 662 of the *Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA)*, as amended (Pub. L. No. 109-295) (6 U.S.C. § 762); *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); *Earthquake Hazards Reduction Act of 1977*, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and *National Flood Insurance Act of 1968*, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

A portion of the 20EMPG-S is passed through to local jurisdictions and tribes with emergency management programs to supplement their local/tribal operating budgets to help sustain and enhance emergency management capabilities pursuant to Washington Administrative Code (WAC) 118-09.

1. The Subrecipient shall use the EMPG-S funds authorized under this Agreement only to perform tasks as described in the Work Plan of the Subrecipient's application for funding, as approved by the Department and incorporated into this Agreement.
2. Funding may not be used to replace or supplant existing local or tribal government funding of emergency management programs.
3. The Subrecipient shall provide a fifty percent match of non-federal origin. The Federal share applied toward the EMPG-S budget shall not exceed fifty percent of the total budget as submitted and approved in the application and documented in the Budget (Attachment E). To meet matching requirements, the Subrecipient's cash matching contributions must be considered reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations, including, but not limited to, 2 CFR Part 200. An appropriate mechanism must be in place to capture, track, and document matching funds. In the final report, the Subrecipient shall identify how the match was met and documented.
4. If funding is allocated to emergency communications, the Subrecipient must ensure that all projects comply with SAFECOM Guidance on Emergency Communications Grants ensuring the investments are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.
5. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW)/Integrated Preparedness Planning Workshop (IPPW) or may conduct their own local/regional TEPW/IPPW.
6. If funding is allocated to non-DHS FEMA training, the Subrecipient must request prior approval from the Department Key Personnel before attending the training. The Department will coordinate approval with the State Training Point of Contact. Pursuant to DHS/FEMA Grant Programs Directorate Policy FP 207-008-064-1 (<https://www.fema.gov/media-library/assets/documents/34856>), the training must fall within the FEMA mission scope and be included in the Subrecipient's Emergency Operations Plan. This requirement only applies to training courses and does not include attendance at conferences. See DHS/FEMA's Information Bulletin 432, Review and Approval Requirements for Training Courses Funded Through Preparedness Grants [https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training\\_Course\\_Review\\_and\\_Approval\\_IB\\_Final\\_7\\_19\\_18\\_508.pdf](https://www.fema.gov/media-library-data/1532096548973-d6869629eef3ce43b92691f4254829dc/Training_Course_Review_and_Approval_IB_Final_7_19_18_508.pdf). Furthermore, additional federal approvals are required for courses that relate to Countering Violent Extremism prior to attendance.

### **C. DHS TERMS AND CONDITIONS**

As a Subrecipient of 20EMPG-S funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the 20EMPG-S Award Letter and its incorporated documents for DHS Grant No. EMS-2020-EP-00009-S01, which are incorporated and made a part of this Agreement as Attachment F.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Agreement, the terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **“Agreement”** means this Grant Agreement.
- b. **“Department”** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is the pass-through entity making a subaward to a Subrecipient under this Agreement.
- c. **“Subrecipient”** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of “Subrecipient” is the same as in 2 CFR 200.93 for all other purposes.
- d. **“Monitoring Activities”** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- e. **“Investment”** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

**A.2 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.3 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

The Agreement performance period shall only be extended by (1) written notification of DHS/FEMA approval of the Award performance period, followed up with a mutually agreed written amendment, or (2) written notification from the Department to the Subrecipient to provide additional time for completion of the Subrecipient’s project(s).

**A.4 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE “ADA” 28 CFR Part 35.**

The Subrecipient 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 telecommunication.

**A.5 ASSURANCES**

The Department and Subrecipient agree that all activity pursuant to this Agreement will be in accordance with all the applicable current federal, state and local laws, rules and regulations.

**A.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to Subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<https://sam.gov/SAM/>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries’ “Debarred Contractor List” (<https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services’ Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

A.7 **CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

A.8 **COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES**

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is

responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars or policies.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or subcontractors that are entered into under the original agreement award. The procurement process followed shall be in accordance with 2 CFR Part 200.318 General procurement standards through 200.326 Contract provisions. As per OMB Memo 20-17, certain procurement requirements have been temporarily exempted. For details, refer to the Special Terms and Conditions, Section 6(a).

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

- 1) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- 3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction,

- completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency.
- 5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
  - 6) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
  - 7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - 8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - 9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
  - 10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 11) Notice of federal awarding agency requirements and regulations pertaining to reporting.
  - 12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.
  - 13) Access by the Department, the Subrecipient, the federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - 14) Retention of all required records for six (6) years after the Subrecipient has made final payments and all other pending matters are closed.
  - 15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
  - 16) Pursuant to Executive Order 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," the Department encourages Subrecipients to use, to the greatest extent practicable and consistent with the law, the use of goods, products, and materials produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable against federal financial assistance awards.
- b. The Department reserves the right to review the Subrecipient's procurement plans and documents and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.
- c. All contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.11 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.12 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Subrecipient and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs and share equally the cost of the third panel member.

#### A.13 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the state of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its subcontractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the state of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or the Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the Federal government in carrying out the provisions of the Stafford Act.

A.14 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties' Authorized Signature representatives, except as provided for time extensions in Article A.3.

Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.15 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the work plan and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.16 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.17 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.18 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations and shall maintain a record of this compliance.

A.19 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless

the Department and its employees and agents from all liability, damages and costs of any nature, including, but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.20 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington, and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.21 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.22 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.23 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned, or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by the Assistance Listings Number (formerly CFDA Number), and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.24 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations, and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand. In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

A.25 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.

- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.26 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable federal, state, and local permits and clearances are obtained, including, but not limited to, FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations, and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including, but not limited to, cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.27 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.28 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)

The Subrecipient shall comply with and include the following audit requirements in any subawards.

Non-federal entities, as Subrecipients of a federal award, that expend **\$750,000** or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than **\$750,000** a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any subcontractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of

request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

After the single audit has been completed, and if it includes any audit findings, the Subrecipient must send a full copy of the audit and its Corrective Action Plan to the Department at the following address no later than nine (9) months after the end of the Subrecipient's fiscal year(s):

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the state of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the state of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants,

agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient's liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part.

In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including, but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability.

The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and contracts

so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement, acknowledges the jurisdiction of the courts of the state of Washington.

A.36 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

## WORK PLAN

## FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

<b>Emergency Management Organization:</b> City of Maple Valley
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The purpose of EMPG-S funds is to assist state, local, and tribal emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. Funding will be used to support planning and operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, State, local, tribal, and territorial partners throughout the response. EMPG-S grant funds are intended to support the National Preparedness Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats and hazards that pose the greatest risk to the security of the Nation.

<b>Program Area #1 Title</b>
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<b>Response and Recovery/Continuity of Operations</b>
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	<b>WORK PLANNED</b>	<b>RESULT OF THE WORK</b>
1	Purchase technology equipment and solutions to support teleworking.	Increased teleworking capabilities which will allow for continuity of operations in response to COVID-19 and in order to enable compliance with COVID-19 public health precautions.
2	Coordinating staff remote and in-office work activities, drafting return to work policy and guidance, and managing site facility compliance with Health Orders.	Maintaining compliance with government Orders, protecting staff, documenting CARES Act and Public Assistance, and maintaining continuity of government.
3	Manage PPE purchases, track supply chains, and complete distribution.	The City is organized and equipped to protect staff and bolster the efforts to provide continuity of government.

**TIMELINE**

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**FY 2020 Emergency Management Performance Grant COVID-19 Supplemental**

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<b>DATE</b>	<b>TASK</b>
January 27, 2020	Grant Agreement Start Date
January 31, 2021	Submit reimbursement request
July 31, 2021	Submit reimbursement request
December 31, 2021	Grant Agreement End Date
February 15, 2022	Submit final reimbursement request, final report, and/or other deliverables.

## BUDGET

## FY 2020 Emergency Management Performance Grant COVID-19 Supplemental

20EMPG-S AWARD \$ 4,918.00

SOLUTION AREA	BUDGET CATEGORY	EMPG AMOUNT	MATCH AMOUNT
PLANNING	Salaries & Benefits	\$ -	\$ 4,918
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ 4,918
ORGANIZATION	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ 4,918	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ 4,918	\$ -
TRAINING	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
EQUIP	Equipment	\$ -	\$ -
	Subtotal	\$ -	\$ -
M&A	Salaries & Benefits	\$ -	\$ -
	Overtime/Backfill	\$ -	\$ -
	Consultants/Contractors	\$ -	\$ -
	Goods & Services	\$ -	\$ -
	Travel/Per Diem	\$ -	\$ -
	Subtotal	\$ -	\$ -
	Indirect	\$ -	\$ -
<i>Indirect Cost Rate on file</i>		<i>0%</i>	
<b>TOTAL Grant Agreement AMOUNT:</b>		<b>\$ 4,918</b>	<b>\$ 4,918</b>

- The Subrecipient will provide a match of **\$4,918** of non-federal origin, 50% of the total project cost (local budget plus EMPG-S award).
- Cumulative transfers to budget categories in excess of 10% of the Grant Agreement Amount will not be reimbursed without prior written authorization from the Department.

Funding Source: U.S. Department of Homeland Security - PI# 703PS – EMPG-S

**20EMPG-S Award Letter  
EMS-2020-EP-00009-S01**

**Award Letter**



U.S. Department of Homeland Security  
Washington, D.C. 20472

Tirzah Kincheloe  
Military Department, Washington State  
20 Aviation Drive  
Building 20  
Camp Murray, WA 98430 - 5122

Re: Grant No.EMS-2020-EP-00009

Dear Tirzah Kincheloe:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) has been approved in the amount of \$2,126,974.00. As a condition of this award, you are required to contribute a cost match in the amount of \$2,126,974.00 of non-Federal funds, or 50 percent of the total approved project costs of \$4,253,948.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S) Notice of Funding Opportunity.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.



BRIDGET ELLEN BEAN GPD Assistant Administrator

**Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMS-2020-EP-00009-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 916001095G	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03217N2020T
6. RECIPIENT NAME AND ADDRESS Military Department, Washington State 20 Aviation Drive Building 20 Camp Murray, WA, 98430 - 5122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603		
9. NAME OF RECIPIENT PROJECT OFFICER Tirzah Kincheloe	PHONE NO. 2535127456	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askesid@dhs.gov		
11. EFFECTIVE DATE OF THIS ACTION 01/27/2020	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD <b>From:</b> 01/27/2020 <b>To:</b> 01/26/2022 <b>Budget Period</b> 01/27/2020 01/26/2022	

**1 5. DESCRIPTION OF ACTION**

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX- XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Fiscal Year (FY) 2020 Emergency Management Performance Grant Program COVID-19 Supplemental (EMPG-S)	97.042	2020-FC-GA01-P410- -4101-D	\$0.00	\$2,126,974.00	\$2,126,974.00	See Totals
			<b>\$0.00</b>	<b>\$2,126,974.00</b>	<b>\$2,126,974.00</b>	<b>\$2,126,974.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.

N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Emergency Management Performance Grants recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Tirzah Kincheloc, Mrs	DATE Wed Apr 29 22:13:06 GMT 2020
18. FEMA SIGNATORY OFFICIAL (Name and Title)  SHENAUZ SUBRINA WONG , Assistance Officer	DATE Wed Apr 29 17:06:06 GMT 2020

**Debarment, Suspension, Ineligibility or Voluntary Exclusion Certification Form**

NAME City of Maple Valley		Doing business as (DBA)	
ADDRESS 22017 SE Wax Rd, Suite 200 Maple Valley, WA 98039	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI) 601-795-605	Federal Employer Tax Identification #: 91-1801854
This certification is submitted as part of a request to contract.			

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

**The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

Bidder or Contractor Signature: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

# FEDERAL DEBARMENT, SUSPENSION INELIGIBILITY and VOLUNTARY EXCLUSION

## (FREQUENTLY ASKED QUESTIONS)

### **What is “Debarment, Suspension, Ineligibility, and Voluntary Exclusion”?**

These terms refer to the status of a person or company that cannot contract with or receive grants from a federal agency.

In order to be debarred, suspended, ineligible, or voluntarily excluded, you must have:

- had a contract or grant with a federal agency, and
- gone through some process where the federal agency notified or attempted to notify you that you could not contract with the federal agency.
- Generally, this process occurs where you, the contractor, are not qualified or are not adequately performing under a contract, or have violated a regulation or law pertaining to the contract.

### **Why am I required to sign this certification?**

You are requesting a contract or grant with the Washington Military Department. Federal law (Executive Order 12549) requires Washington Military Department ensure that persons or companies that contract with Washington Military Department are not prohibited from having federal contracts.

### **What is Executive Order 12549?**

Executive Order 12549 refers to Federal Executive Order Number 12549. The executive order was signed by the President and directed federal agencies to ensure that federal agencies, and any state or other agency receiving federal funds were not contracting or awarding grants to persons, organizations, or companies who have been excluded from participating in federal contracts or grants. Federal agencies have codified this requirement in their individual agency Code of Federal Regulations (CFRs).

### **What is the purpose of this certification?**

The purpose of the certification is for you to tell Washington Military Department in writing that you have not been prohibited by federal agencies from entering into a federal contract.

### **What does the word “proposal” mean when referred to in this certification?**

Proposal means a solicited or unsolicited bid, application, request, invitation to consider or similar communication from you to Washington Military Department.

### **What or who is a “lower tier participant”?**

Lower tier participants means a person or organization that submits a proposal, enters into contracts with, or receives a grant from Washington Military Department, OR any subcontractor of a contract with Washington Military Department. If you hire subcontractors, you should require them to sign a certification and keep it with your subcontract.

### **What is a covered transaction when referred to in this certification?**

Covered Transaction means a contract, oral or written agreement, grant, or any other arrangement where you contract with or receive money from Washington Military Department. Covered Transaction does not include mandatory entitlements and individual benefits.

## **Sample Debarment, Suspension, Ineligibility, Voluntary Exclusion Contract Provision**

**Debarment Certification.** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by Washington Military Department, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.