



CITY OF BLACK DIAMOND

September 17, 2020 Regular Business Meeting Agenda

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

Zoom link to join meeting:

<https://zoom.us/j/4454477047?pwd=eGxRY3ZEeU14SVM2cGRBcUxCSjdmZz09>

(Note: You do not need a web cam to join the meeting, but you will need audio to hear the proceedings.)

Meeting ID: 445 447 7047

Password: Council

Telephone dial in options:

+1 253 215 8782 US (Tacoma)

+1 206 337 9723 US (Seattle)

Meeting ID: 445 447 7047

Password:426953 (phone in only)

7:00 P.M. – CALL TO ORDER, FLAG SALUTE, ROLL CALL

AGENDA REVIEW AND APPROVAL:

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

1) Council Position #6 Interviews with Applicants

CONSENT AGENDA:

2) **Claim Checks** – September 17, 2020 Check No. 49136 through 49180 (void 49069) and EFTs in the amount of \$531,898.08

3) **Payroll** – August 31, 2020 Check No. 19999 through 20006 and ACHs in the amount of \$334,395.82

4) **Minutes** – Council Meeting of September 3, 2020

PUBLIC COMMENTS: There will be no oral public comment at this meeting. Only written comment will be accepted and shall be included with the minutes. Written public comment should be submitted by email to bmartinez@blackdiamondwa.gov by 5:00 p.m. on September 16, 2020. The public is asked to include "PUBLIC COMMENT 09/17/20" in the subject line. Public comment should include name and city of commenter.

PUBLIC HEARINGS:

5) **AB20-067** - Closed Record Appeal Hearing – CCD Black Diamond Partners, LLC

The Black Diamond City Council will convene this closed-record hearing to consider an appeal filed April 6th, 2020 by CCD Black Diamond Partners, LLC to correct the number of transferrable development rights (TDRs) available under the Development Rights Certificate (DRC) No. 09122017KOM01 for Parcel No. 1121069051. The Black Diamond City Council will not be soliciting public comments and there will be no opportunity for public testimony at this hearing.

UNFINISHED BUSINESS: None

NEW BUSINESS:

- 6) **AB20-068** – Resolution Regarding Closed Record Appeal Hearing Decision Attorney Linehan and Ms. Kincaid
- 7) **AB20-069** – Resolution Authorizing Agreement with King County for Morganville South Watermain Replacement Project Mr. Boettcher

DEPARTMENT REPORTS:

MAYOR'S REPORT:

COUNCIL REPORTS:

- Councilmember Stout
- Councilmember de Leon
- Councilmember Paige
- Councilmember Deady
- Councilmember Oglesbee
- Councilmember Wisnoski

ATTORNEY REPORT:

EXECUTIVE SESSION:

ADJOURNMENT:

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #6

Applicant Information

(Please type or print)

Applicant Name Bernard (Bernie) James O'Donnell
Residence Address 28935 233rd Avenue SE, Black Diamond, WA 98010
Home Phone (206) 446-9800 Work Phone (425)572-6878
Email bernie.odonnell@rockpmservices.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Black Diamond on separate pages, using no more than 3 pages total:

1. Why are you interested in serving as a Black Diamond City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else you would like to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) **no later than 4:00 p.m. on September 8, 2020**. Applications received after 4:00 p.m. will not be accepted.

If delivered or mailed the application and any correspondence should be addressed to:

**Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010**

August 23, 2020

Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010

Subject: Black Diamond City Council Position No. 6
Candidate Application Letter – Bernie O'Donnell

Dear Ms. Martinez and Black Diamond City Council Members,

The City of Black Diamond is home. The opportunity to submit my qualifications for consideration as Black Diamond City Council Member, Position No. 6 is a humbling process because of the enormous responsibility I know it places on the selected candidate. I accept that responsibility and offer an unabashed commitment to be accountable to fellow council members, the Mayor, City employees, and the community we are all here to serve. I am ready to get to work on behalf of the City of Black Diamond community, earn your trust, as a public servant and leader, giving back to the community that has made Black Diamond home for me and my family.

For the past 13+ years, my wife Connie and I, along with our three children Jake, Jamie, and Joey, have called Black Diamond home. The character of Black Diamond is in our DNA, where a sense of family and community, fresh air and natural beauty surrounds us and helps forge the people we become. I care about this community, and I know the major changes with planned developments we all face. Without a hidden agenda, I commit to principles of planned growth that does not compromise the character of our town that makes Black Diamond the American dream it has been for me and my family and many other families.

For over 30 years, I have managed public and private sector design and construction projects throughout the Pacific Northwest. I have been a public employee as a project manager, supervisor, and executive for 20 of those 30 years. For 10+ years, I have been in the private sector leading teams to design and construct major regional public projects, including transportation, waste water, public school bond programs, civic centers and municipality projects, energy and PUD projects, and residential, commercial and healthcare facilities. In all cases, I have brought teams of public sector, private sector, and special interest groups together to arrive at common solutions. That experience allows me to offer competent leadership as a city council member. I offer the people soft-skills of communications and team building and the technical hard-skills of fiscal management, policy making, process management, and planning and permitting. With a degree in Architecture from the University of Washington, and as a business owner managing public and private sector projects, you can rely on me to offer competent engagement in all my responsibilities as a council member.

I am passionate about family and community. I am not a politician, but I have substantial experience leading, organizing, collaborating, advising, and serving at various capacities for national, state, regional, and local public and non-profit organizations. My passion for environment, historic preservation, sustainable design, public safety, fiscal responsibility, and exceptional public service is exhibited in the decades of volunteering activities for many worthy causes. I promise to bring that same level of passion and commitment to the role of Black Diamond Council Member.

With the support of my family, and a passion to serve my community, I promise to be responsible and accountable to fellow council members, the mayor, city staff, and the community we are all here to serve, to earn your trust, to listen, to act, and to follow through on commitments to always add value to the Black Diamond community.

Sincerely,



Bernie O'Donnell

28935 233rd Ave SE, Black Diamond, WA



BERNIE O'DONNELL

President, Rock Project Management Services, L.L.C.

BIOGRAPHY SUMMARY

Bernie O'Donnell is President of Rock Project Management Services, L.L.C. (ROCK) located in Renton, WA. ROCK provides program, project and construction management services, and facilities property management services to public and private clients throughout the Pacific Northwest. Bernie has over 30 years of experience leading teams in both private and public sectors, managing design and construction projects totaling in excess of \$5 billion. Bernie successfully creates program and project teams empowering strategic thinkers with passion for their work and the communities each project serves. This drives positive and impactful results for clients and all stakeholders. Bernie has substantial public facilities management experience. He is highly skilled as an advisor to clients on multiple public contracting strategies including GCCM and Design-Build. His leadership and technical skills in contracting terms and risk management ensures reliable successful results. Bernie is active in community outreach programs and volunteers his time to many worthy causes. He is an advocate for a children, family, and community programs, strong safety culture in the workplace, environmentally responsible design, and social justice and equity programs.

Bernie, his wife and three children have lived in Black Diamond, Washington for 13 years and are life-long residents of Washington State. Bernie enjoys family time, camping, fishing, hiking, boating, and wild huckleberry picking and mushroom hunting in the Cascades. His favorite food is ice cream and he enjoys reruns of "The Office" because it reminds him to not take life too serious.

CAREER SUMMARY

Vanir Construction Management, Inc., Vice President, Bellevue, WA.

Bernie led Vanir Construction Management's Pacific Northwest region, overseeing a professional staff of 50+ program, project and construction management employees, serving public and private clients in Transportation, Energy, Municipality, Healthcare, K-12 and Higher Education, and Tribal Community projects.

Seattle City Light (SCL), Director - Utility Support Services Division, Seattle, WA. Bernie oversaw SCL's facilities operations, facilities project management office, shops, and fleets/mobile equipment services. The facilities project management office was comprised of 12 professionals managing 40 capital projects annually. The team oversaw the utility's 160+ facilities and developed a master plan for its service centers facilities, remote company townsites of Newhalem and Diablo, and started a master plan for its largest hydroelectric dam facilities. Shop operations included skilled unionized trade shops that provide capital improvement, operations and maintenance to the utility's infrastructure systems including power production facilities, transmission and distribution systems, substations, and SCL's buildings.

OPUS Northwest Contractors, Inc., Senior Project Manager, Bellevue, WA. Bernie served as a Senior Project Manager leading planning, design, permitting, contract procurement and construction phases of major governmental, civic, education, commercial, mixed-use, healthcare, retail and high-rise development projects in the Greater Seattle area. His team building skills and ability to bring people together to build solutions resulted in consistent successful project outcomes.

Firm

Rock Project Management Services, L.L.C.

Education

BA, Architecture,
University of Washington

Construction Management Studies
Central WA University

Certifications

OSHA 30 Hour
LEAN Black Belt
P6 Advanced Scheduling

Affiliations

NSBA Leadership Council, Board Member

Renton School District
Workforce Advisory Board
CTE Program Advisory Board

Construction Management Association of
America
(CMAA)

Association for Learning Environments
(A4LE)

Building Owners and Managers
Association
(BOMA) Seattle King County

Rebuilding Together South Sound (RTSS),
Past President

Millionair Club Volunteer

Added Value

✓ Industry leader in public and private sector program, project, and construction management

✓ Community-engaged business leader focused on positive workplace culture and professional career growth for employees

✓ Provides strategic leadership to teams to drive consistent quality results

SUPPLEMENTAL QUESTIONS – BERNIE O'DONNELL, BLACK DIAMOND CITY COUNCIL MEMBER CANDIDATE

1. Why are you interested in serving as a Black Diamond City Councilmember?

To Serve the Place I Call Home. My wife and I are both originally from Roslyn, Washington, a historic coal mining town similar to Black Diamond. Our first date was in 9th grade, and we have been together ever since. For the past thirteen years we have called Black Diamond home, raising three children, Jake, Jamie and Joey, and two dogs Gracie and Mia. Black Diamond is home, but it is so much more. It is an American dream come true where back yard barbeques, bicycle rides on great trails and fishing and boating on the lake are traditions. It's where the local fire truck comes through the neighborhood each year to collect food and for the kids to see Santa. It's peek-a-boo views of fireworks on the 4th of July. It's home to my first 5K ever. It's home to the Smokehouse and best landjaeger ever, or a half peach before a pancake breakfast on the weekend. For all those reasons and more, it is home. It is community. And now it is time for me to offer my gratitude and service back to the community that has been my American dream come true.

2. What strength would you bring to the Council?

Listening. Focused Learning. Accountability. Dedication. Planning and Leading Experience. Teamwork. I lean in to listen and ask questions to understand. Becoming an informed decision maker on behalf of the people I represent requires responsibility and accountability dedicating time and focused energy to improving the lives of all that call Black Diamond home. For over 30 years, I have been in the project management profession bringing design teams and construction teams together to solve difficult problems, arrive at common solutions, and create successful outcomes for all stakeholders. I have managed large bureaucracies, and organizations that have competing priorities within their ranks. In all cases, I have developed a reputation for bringing teams together, to address and solve big challenges through strategic planning, following up and following through on commitments. I promise a team partner as a Black Diamond Council Member, committed to doing the hard work to earn your trust and the trust of the community, that my service is on behalf of the people of Black Diamond and the community I call home.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

Focus on Community. Public Safety. Service. Quite frankly, I am not a politician, so I could easily change my mind as I learn where the Council needs to focus its energy most to address any immediate issues. But for me, as an outsider to local politics, and a family guy, if our local government remembers to focus on creating a sense of community, keeping people safe (fire and life-safety, and law enforcement), and providing exceptional public service as public servants to our community – those I suspect are defensible priorities for a new Council member. My commitment to each of these priorities is to immerse myself into community activities and events that promote a sense of community, where neighbors know each other on a first name basis, and where it is more common to see a friendly face you recognize when strolling through the neighborhood. Promoting and investing in community events that bring people together and create a sense of "place" for Black Diamond and our businesses and residents is a key interest of mine. Ensuring our community has the most reliable and responsive fire, life safety, and law enforcement first responders is essential. I commit to meeting and engaging with Fire and Police to ensure they have the resources essential to maintain a high level of service to our community. Where there are challenges, I commit to lead, to make a change, and ensure our first responders have the resources to do their jobs. Regarding public service, my priority is to ensure we, as a city, stay nimble and cost effective but don't diminish our level of customer service to our community. Phone messages get promptly responded to, questions get answers, and all of us as public servants remember our role, and our commitment and duty to our community. I promise to pursue these three priorities and other priorities the Council identifies. I promise follow through and follow up, a commitment to collaboration and team building to solve difficult challenges, to listen and to lead, earning trust amongst Council colleges and the community we serve.

4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.

I am currently President of Rock Project Management Services, L.L.C., a local small business located in Renton. My company regularly engages with municipalities, nonprofits, public boards and committees throughout the Pacific Northwest region to move policy, program, and public projects forward, which has providing me with substantial experience engaging with public policy makers and community organizations. I have a passion for community and helping people that could use a helping hand. I was the executive sponsor of Seattle City Light's Race and Social Justice Initiative, I am past president of Rebuilding Together South Sound, I have volunteered for decades to

Rebuilding Together in Seattle and Tacoma leading teams to renovate homes for those in need. For years I have picked up trash and pulled evasive weeds along the Duwamish River. I have volunteered for decades to The Millionair Club feeding lunches to those needing a warm meal in Seattle. Currently, I am a Board Member on the NSBA Leadership Council, and Workforce Advisory Board and CTE Advisory Board for Renton School District, and an active member of the Association of Washington Business interviewing state legislative candidates for endorsement recommendations. As a business owner engaged with public organizations, a leader-sponsor-volunteer in many community-based organizations, and board member and advisor on national, state and local organizations, I bring relevant experience, qualifications, passion and commitment to be a successful, productive, and effective Council Member for the City of Black Diamond.

5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

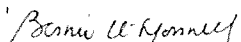
Standing on the shoulders of those that came before us. My success as a Black Diamond City Council Member will be measured by my ability to bring people together, to foster a stronger sense of community, to support, fund and ensure public safety and City services provide reliable, exceptional service to our community. To know that every day, I woke up and considered what I could do, building on what others have done before me, working collaboratively, to create a bright future for Black Diamond. I wish to accomplish all that and more as a trusted partner and steward of the community.

6. What is your vision for our City and community?

The American Dream. I am a product of small-town America, and I honor and respect the coal mining history of Black Diamond, its heritage, and its quaintness. I know we are faced with massive development and times are changing. But the American dream I have realized, the place where I have raised a family, and the place I call home, can continue to be that place for many that embrace the character of community founded by those that preceded us. We are undergoing the greatest growth period the City has seen since the late 1880s when Coal was King. With a commitment by City Leadership to forge ahead with forward-thinking principles that merge smart development, with community-centric planning and engagement, my vision is that our city has a bright future ahead, where we all continue to enjoy the American dream.

7. Is there anything else you would like to add that would help us get to know you a little better?

I am not a politician. I am not someone that has been engaged in the details of the City of Black Diamond politics and the past drama that surfaces in news articles when you google our town. I have no hidden agenda. But I am a local resident, and I deeply care about this community. I promise to be a team collaborator, a listener, an informed leader, and a dedicated, engaged, caring public servant every day, if offered the great responsibility and honor as Black Diamond's new Council Member. I look forward to speaking with you further about my qualifications, skills, experience, character, and passion to serve. Thank you.



Bernie O'Donnell
28935 233rd Ave SE
Black Diamond, WA 98010

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #6

Applicant Information

(Please type or print)

Applicant Name Benjamin Singleton
Residence Address 23691 Tahoma Pl, Black Diamond, WA 98010
Home Phone 253.653.2060 Work Phone 360.469.9416
Email photosbybp@gmail.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Black Diamond on separate pages, using no more than 3 pages total:

1. Why are you interested in serving as a Black Diamond City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else you would like to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) **no later than 4:00 p.m. on September 8, 2020**. Applications received after 4:00 p.m. will not be accepted.

If delivered or mailed the application and any correspondence should be addressed to:

Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010

Benjamin Singleton

23691 Tahoma Pl
Black Diamond, WA 98010
253.653.2060
photosbybp@gmail.com

09/07/2020

Dear Black Diamond Board Members:

I understand that position #6 has been recently vacated, and as recent resident to Black Diamond believe I can present some fresh perspective. I moved here with my wife and dog a little over a year ago as one of the first 50 families of 10 trails. I believe and honoring the history of this wonderful community but also understand that change is coming too. As a resident of the next generation of Black Diamond I believe I have an excellent pulse on the growing population, but also understand many families in Black Diamond go back for decades. By trade I am a sales professional in telecommunications which I have worked in for 16 years, I am also a photographer who has worked with grammy artists, one of the things I like to focus on is perspective.

I appreciate the consideration to provide my perspective to a city my family has grown to love.

Benjamin Singleton

Benjamin Singleton

Black Diamond

Phone: 253.653.2060 Email: photosbybp@gmail.com

AREAS OF EXPERTISE

-
- | | | |
|---------------------------|---------------------------|--------------------|
| ▪ Client Acquisition | ▪ Deal Closure | ▪ Problem Solving |
| ▪ Technology Road Mapping | ▪ Remote/Outside Sales | ▪ Marketing |
| ▪ Networking | ▪ Customer Service | ▪ Client Education |
| ▪ Complete Sales Cycle | ▪ Vendor Engagement | ▪ Negotiations |
| ▪ Product Development | ▪ White Space Development | ▪ Marketing |
-

EXECUTIVE PROFILE

PROFESSIONAL ATTRIBUTES:

- Build and manage dynamic pipeline of new and up-sell enterprise accounts
- Establish and maintain clients, building trust and expanding brand awareness
- Strategic thinker, gaining influence as a trusted advisor within the organization
- Persistent learner, of company and portfolio to provide ideal solutions
- Advanced level of Microsoft Office, including Visio
- Develop trusted advisor role with key customer stakeholders and executives

SELECTED PROJECTS/ACHIEVEMENTS:

- Pinnacle Club Winner 2014
 - Top 5 rep company wide MRR, 2014, 2016, 2017, 2018, 2019
 - Top US Rep UCaaS 2016-2019
 - Manages Book of 243 customers, 1.42 million dollars monthly reoccurring revenue
 - Product launched encrypted SIP
 - Onboard and mentored new employees
-

CAREER PATH

Allstream

October 2012-October 2019

Senior Account Executive Kent, WA

Major Functions:

- *Establishes and maintains productive relationships across client organizations.*
- *Proactively protects and defends enterprise book of business; 1.42M monthly reoccurring revenue.*
- *Develops strategic account plan for top clients and new opportunities.*
- *Funnel management via Salesforce.com.*
- *Builds strong relationships with peers, to provide a teamed experience.*
- *Engineers technical solutions, to decrease time from concept to implementation.*
- *Expands brand presence through diversified channels.*
- *Sales leader who develops TCO & ROI models to aid decision makers.*
- *Creates lead generation, through vertical, news, historic information, and network relationships.*

CenturyLink

December 2003-April 2012

Senior Account Executive, Seattle, WA

Major Functions:

- *Remotely managed clients across 5 states*
 - *Increased brand awareness and loyalty through high touch.*
 - *Identified technology needs and gaps, resolved from migration of legacy to next generation platforms.*
 - *Designs complex network solutions with supporting material.*
 - *Cross-Sell/Up-Sell complete product portfolio. Drove retention through proactive engagement of future at risk contracts.*
-

EDUCATION

Northwest University – Kirkland, WA
Bachelor of Arts

Graduated 1999

1. Why are you interested in serving as a Black Diamond City Councilmember?

I'm interested in the community that I have live in, have invested into, and regularly brag about to my friends. I have always had an interest in civics however, never had the desire to take on anything full time but being part of the council fits well with my schedule. Being part of the council will provide me the opportunity to get a better understanding of the process as well as provide feedback from a Ten Trails perspective

2. What strength would you bring to the Council?

I am a listener, and thinker who works diligently to understand others including those I may not agree with. I am someone who is technical and can speak plain English. I have a strong background in risk assessment, and problem solving, I've done it for large organizations and would like to do that that for my home town.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

- Be an effective liaison with the residence of Ten Trails (I am one), there is still a bit of disconnect between the established families.
 - As someone naturally inclined to meet and engage I intent on engaging the two major parts of Black Diamond. Through activities like Ten Trails user group get a pulse from within the growing community and through stopping by the bakery and engaging with my neighbors make sure we understand each other.
 -

- Safety-We need to make sure our Fire and Police have the tools and resources to serve this community
 - I would want to make sure that we have adequate staffing for first responders for our present resident levels and growing community.
- Traffic
 - One of the biggest concerns especially in light of Ten Trails development is traffic, including 169. We need to hold Oak Pointe accountable to meeting their timelines to insure that the overall effect to the community is met. Growth and change aren't necessarily bad, however we will want to make sure the residence and community doesn't suffer for it.

4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.

I have been the media director at my church, and in various function for several years. Just prior to covid I was able to stand up my churches web services up to keep the congregation engaged, and minimize the risks without missing a service. Operating in an environment where budget is everything, I have learned to find multiple options that aren't necessarily apparent. As someone in my professional career I have worked with organizations to identify options to meet the needs that everyone else had said no to.

5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

I'd like to see increased relationships between the established and the new generations of Black Diamond including Ten Trails, it's part of why I moved out here.

6. What is your vision for our City and community?

I'd love people outside of BD to know that the city that I moved to is not just an old mining town, it holds onto its values and embraces diversity. As a multi-ethnic family we visited multiple times before deciding to plant roots, and have always felt included, we would love for others to be awarded the same opportunities we have.

7. Is there anything else you would like to add that would help us get to know you a little better?

I came to Black Diamond because a resident invited me, they told me what a great place it is and I have found nothing contrary to that yet.

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #6

Applicant Information

(Please type or print)

Applicant Name Anthony "Tony" Moss
Residence Address 24717 Mason St. Black Diamond, WA 98010
Home Phone 253-394-4211 Work Phone 253-394-4211
Email dirtsailor@gmail.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Black Diamond on separate pages, using no more than 3 pages total:

1. Why are you interested in serving as a Black Diamond City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else you would like to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) **no later than 4:00 p.m. on September 8, 2020.** Applications received after 4:00 p.m. will not be accepted.

If delivered or mailed the application and any correspondence should be addressed to:

**Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010**

Anthony S. Moss
24717 Mason St.
Black Diamond, WA 98010
Cell: 253-394-4211
E-mail: dirtsailor@gmail.com

Dear Neighbors,

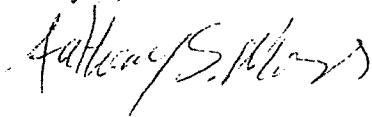
I am applying for the appointed City Council Position #6 position. With my level of passion for community, skills and experience, I am a great fit in our City Council.

I take great pride in my 21 year Navy career and appreciate the fact that I have been able to serve my country. While deployed in support of Operation Iraqi Freedom, I was a key player in the movement of over 50,000 pieces of sorely needed, up-armor vehicles to the entire Area of Responsibility. In Kuwait, I was responsible for a crew of 15 sailors in the receipt, shipment and accountability of equipment. In doing so, I have acquired and demonstrated skills in leadership, developed excellent communication and teamwork abilities and maintained a strong work ethic displaying consistent initiative.

My civic employments in and around my community is built on a foundation of teamwork. Being a part of several community projects, i.e. Black Diamond Labor Days, Free and Accepted Masons of Washington, Black Diamond Arts Alliance and Minor's Day, I have refined my ability to be a valued member of a team. I am the Director of Black Diamond Labor Days. Also, I work with a team to execute a long standing tradition in Black Diamond. As a Freemason, I raised funds, with the help of Brother Freemasons, Boy Scouts, Explorers, and other civic organization in organizing and executing Haunted Forest of Maple Valley and Bikes for Books; bicycles given to the top readers in the local elementary. During Minor's Day, I improvise as a train robber with a troop consisting of our community members. Teamwork is an invaluable asset when completing a common goal.

My background and goals match yours well. I understand the importance of selecting the right candidate. I am confident I will not only continue to contribute to our City's success, but help facilitate its growth. I am very confident in my team work skills and Proactive approach on the job. I am excited about the possibility of working for the City of Black Diamond and would enjoy speaking to you in an interview.

Thank you,



Anthony S. Moss

Anthony S. Moss
24717 Mason St.
Black Diamond WA 98010
Cell: (253) 394-4211
E-mail: dirtssailor@gmail.com

Skills

MS Office Suite; Quantum Control, ShopTech E2, In depth understanding of the manufacturing environment and production planning and flow. Knowledge of all forms of shipping, accurate data entry; Strong ability to multi-task; CAN-DO attitude.

Education

Eastern Washington University
BA English- June 2009
US Navy
First Line Leadership Certification

Professional Experience

March 2017 – January 2020 – Conrad Manufacturing

Logistics Manager

Increased gross sales by 100% in three months by streamlining the company to industry shipping standards. Picking, packing of finished goods and production of required shipping documents. Coordinate with freight forwarders.

Material Planning Manager

Accurately maintained \$500,000 of finished goods and raw sheet plastics in a plastic vacuum molding plant. Assigned material to jobs according to its Bill of Materials. Researched stock availability. Worked closely with Purchasing Agent to assure timely completion of job.

February 2011 – 2017 – North Star Aerospace

Logistics Manager

Performs all needed transactions involved in Outbound and Inbound shipments, including picking, packing and production of required shipping documents. Track shipments, coordinate with freight forwarders, customs clearance and AES/ACE filing. Update all transactions in the Quantum Control system. Supports policies & procedure to promote continuous improvements to the quality of the product.

Quality Control Manager

Facilitated FAA mandated Aviation Suppliers Association audits according to the requirements of FAA AC-0056B Insure quality documentation meets customer's requirements before invoicing, i.e. CofC, OEM, 121, 129, 145 FAA operator. Insure Quality Program is in compliance at all times.

Warehouse Manager

Trained shipping and receiving staff.
Maximized warehouse space for faster throughput, managing over 10,000 line items of inventory.
Insured good housekeeping practices to maintain efficiency. Expert forklift operator.

January 2010 – January 2011 – Owner: Provista Landscaping and Design

March 2008 – January 2010 – Landscaper: Newcastle Landscaping Plus

February 1993 – March 2014 Navy Reserve Retired—Navy Expeditionary Logistics Support Force

Boatswain's Mate First Class, Retired/ E-6

Technical Supervisor

Supervised global material movement.

Ship's Supervisor

Coordinated and lead multiple teams of nine personnel.
Organized equipment and personnel to meet customer's logistical requirements.
Coordinated and maintained relationships between military and civilian resources required to accomplish mission.

Leading Petty Officer

Supervised 36 personnel in administrative aspects of command mission and Sailor readiness. Obtained accurate data and wrote after-action reports for submission to superiors.

Supplemental Questions

1. Why are you interested in serving as a Black Diamond City Councilmember?

My interest in serving as a Black Diamond City Councilmember is another opportunity to give back to the community. Since moving to Black Diamond in 2011, I have never felt a stronger sense of community. Instead of impacting a small neighborhood of Kent, Seattle, or Spokane—I would impact an entire city.

2. What strength would you bring to the Council?

During my adult life, I have worked in the various career fields. I have proven to my employers that I pick up concepts and processes very quickly. Using critical analysis, I examine a topic's validity and evaluates its worth. As a result of my public service in various organizations, I believe I would be welcomed by our community as a Council Member.

3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?

With the continued growth of our city, growing infrastructure, managing our natural resources, and community development should of the highest issues before the council.

Growing the infrastructure commensurate with the population level is also of a high importance. Police, Fire, and Public Works needs to grow to effectively serve Black Diamond. Our Fire Department is a volunteer Station. Although we are serviced by Mountain View, service times may slow down. Public Works will also need to expand.

Transportation is a subcategory of the infrastructure. However, Emanate Domain is a separate issue. Highway 169 eventually needs to be expanded or rerouted. I think that in some cases, Emanate Domain is a necessity. Still, I consider this to be wholesale robbery. I hope in the future that no City Council Member will have to decide to occupy a neighbor's property.

Lake Sawyer, water shed and the forests in Black Diamond are a precious resource that demands fostering. Expansion for a city is important. However, it is the beautiful landscape that enriches our lives and brings visitors to the foothills of Mt. Rainier. I have always thought there is a lack of city parks in Black Diamond. Exploring a solution would benefit all.

How I would address these issues is to LISTEN to the experts. The experts are the Public, Fire, Police, Public Works, and Transportation? I will collaborate with my fellow Council Members to find the best solution for Black Diamond.

4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.

Sebastian Pagano at your service. My participation in the Black Diamond Minors Day skits are one of my favorite times of the year. My involvement with the BD *Hysterical* Society has introduced me to the cream of Black Diamond. It is the most rewarding being the BD Labor Days Committee Director; 6-8 months of planning a two day event, seeing the community come together having old fashioned fun. In the past, I was the Secretary of Black Diamond Arts Alliance and currently the leading officer of Diamond

Lodge #83, Free and Accepted Masons of Washington. I am also serving as a Trustee of the Gomer Evens Masonic Center.

In every one of these organizations, there are several facets in its planning and execution of events. No one person is an expert on every facet. At the same time, no one person can execute every event. Everyone works together with different people taking leads. Listening to those who have experience is the best way to plan the event. This sounds much like City Government.

5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

I have often heard that the freshman year of a council member is all about “getting your feet wet.” This appointment is only for a very short year. At the end of this year’s appointment, I plan to have more than just my feet wet. I plan to have enough experience in city government for a possible election in 2021.

6. What is your vision for our City and community?

My vision for our community is for everyone to consider each other a neighbor. It should not matter the location of your neighborhood, your political opinions, or service organization affiliation. A community without trust in its neighbor is a toxic environment. A toxic City creates a toxic Community. The City Council has a moral responsibility to create an inclusive and healthy community.

7. Is there anything else you would like to add that would help us get to know you a little better?

I’m 48 years old. I’ve been with my loving wife for 29 years. We raised three sons, ages 25 (twins) and 28 who are all graduated from college with professional degrees. One son is currently married living in Seattle. Currently, I am an avid fisherman.

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #6

Applicant Information

(Please type or print)

Applicant Name BRIANA BROOKE DURHAM
Residence Address 33012 SE STEVENS STREET, BLACK DIAMOND, 98010
Home Phone (425) 999-1692 Work Phone SAME
Email KayakseaHLE@gmail.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Black Diamond on separate pages, using no more than 3 pages total:

1. Why are you interested in serving as a Black Diamond City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else you would like to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) no later than 4:00 p.m. on September 8, 2020. Applications received after 4:00 p.m. will not be accepted.

If delivered or mailed the application and any correspondence should be addressed to:

Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010

Briana Durham
33012 SE Stevens Street
Black Diamond, WA. 98010
Phone: 425-999-1692
Email: Kayakseattle@gmail.com

Dear Mayor Benson & Black Diamond Council Members,

I would like to apply for the position of council position #6 with the City of Black Diamond. As a new Black Diamond resident and lifetime Washingtonian I am very much aligned with the goals and focus of your city council. I am new to the city but live in Ten Trails and would like to help represent my fellow neighbor's voices on the city council. I would like to use the skills I have gained as a director of statewide programs for a local non-profit organization to help the community with large projects such as yours and help you reach as many key objectives as possible. I have served on a Washington State delegation that traveled to Switzerland to learn how to enhance our Career and Technical Education (CTE) system in the state, worked with OSPI and the Department of Labor and Industries to help raise awareness of the skilled trades in high schools. I have experience in chairing meetings and helping to find strategic solutions with stakeholders on a local, statewide, and national level. My administrative experience and proven leadership skills will prove useful to your council and I believe in teamwork, respect, and that listening to all sides at the table helps to get things done.

Enhancing and creating LEAN process improvements and resourcefulness are some of my key strengths. I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities together with my commitment to work will be an asset to your council. I want to help Black Diamond – embrace change while maintaining the values and charm that have been established and make Black Diamond a special place to live.

Some of my personal achievements in my professional capacity I can bring to your council are as follows:

- In October I will have a B.A. from Northwest University in Business & Organizational Leadership*
- Take an active part in the budget planning process,*
- Offer a broad knowledge of programs, and federal and local policies and implementation strategies.*

My enclosed resume will provide you with more details regarding my qualifications and experience. I know that I can bring much benefit with my experience, educational qualifications and skills and I look forward to putting these towards a good cause. Please contact me by phone or email so that we may set up a meeting. I look forward to hearing from you and thank you for your time.

Sincerely,

Bri Durham

Briana Durham
425-999-1692
Kayakseattle@gmail.com

Briana B. Durham
Black Diamond, Washington
(425)999-1692
Briana.brooke.durham@gmail.com

Summary of Qualifications:

- Experienced high-level director & project manager with an excellent record of working with diverse stakeholders.
- Integrated and facilitated LEAN in various settings for over 60 employer partners
- Able to assess team driven environment and develop strategies to create more effective workflow.
- Talented at creating and developing curriculum to enhance each student's learning experience and achieve company goals.
- Customer service orientated with excellent communication and interpersonal skills in the workplace.
- Able to work under pressure in high stress environments and thrive on challenges.

Education:

Though Patterns for High Performance Trainer- Pacific Institute, Seattle, WA, 3/2017

Mentorship Matters Trainer- Electrical JATC, Canada, 2/2017

Certified DACUM Facilitator- Ohio State University, Seattle, WA. 1/2017

Aerospace Manufacturing Instructor Training Certificate – AJAC, Seattle, WA, 1/24/2014

Expected Organizational Leadership B.A. – Northwest University, Kirkland, WA Expected Graduation: September 2020

High School Diploma, Woodinville High School, Woodinville, WA, 2001

Work Experience:

Director of Special Programs/ Aerospace Joint Apprenticeship Committee

2017-Present

- In 2017, with the support of local government officials, launched the first statewide cohort of registered apprenticeship, which allows for youth as young as 16 years of age to participate in registered apprenticeship. In this program, youth are able to earn 1-3 high school credits, up to 15 college credits, gain over 2,000 hours of structured on-the-job training under the supervision of an industry expert mentor, earn up to \$28,000 in wages, earn an industry recognized credential and a high school diploma providing real-world career connected experiences allowing for youth to make a more "educated" decision as to career opportunities and pathways.
- Statewide project managing and overseeing 13 youth apprenticeship programs, 2 adult apprenticeship programs, 1 pre-apprenticeship program with 56 employers in aerospace and advanced manufacturing.
- Currently collaborating with 12 community and technical colleges, 13 School Districts and over 260 employers in Washington State to build technical training programs to assist with workforce development needs.
- Recruited, interviewed, hired, and managed 13 CTE teachers annually for the high school programs, managing 4 full-time staff with grant funding, and 6 part-time staff to support operations.
- Managed over \$2 million in annual grants and contracts. Screened and organized new grants and funding opportunities focused on workforce development, poverty alleviation, and industry partnerships.
- Expert at developing innovative and unique programs and techniques that result in profound competency spikes for students in technical manufacturing/engineering concepts, mathematics, and science.
- Established, implemented, and evaluated educational journeys for all students based on pre-determined academic segments with a focus on technically skilled/ competency based activities and programs.
- Catalyzed and stewarded partnerships with small to mid-size employers, community organizations, workforce development councils, public and private funders to connect more low-income communities, youth and young adults to manufacturing/aerospace, IT, early childhood learning and automotive apprenticeship pathways.
- Collaborated with industry leaders to develop, integrate and manage new apprenticeship programs based off employer needs and workforce demands.

On-The-Job Training Advisor / Aerospace Joint Apprenticeship Committee

2016-2017

- Analyzed program information and data using the Apprentice Tracking System (ATS) database and other data sources as directed to identify OJT program issues, including wage and step progression, job rotation, and mentorship.
- Conducted OJT needs assessment with 56 participating employers using a structured approach, including interviews with CEOs, operations management, supervisors, and apprentices.
- Documented findings using a structured approach, and provide technical recommendations to employers relating to their apprenticeship program, consistent with apprenticeship program standards.

- Assisted corporate partners in determining best practices related to step progression, hours tracking, mentorship, process improvement and job rotation per apprenticeship occupational training standards.
- Gathered and disseminated information and statistics and prepare clear and concise reports in a timely fashion as requested for internal and external presentations.
- Documented position procedures and processes relevant to executing the building, implementation and maintenance of program infrastructure with existing and prospective Training Agents.
- Identified OJT best practices and constraints for dissemination to existing Training Agents and other stakeholders through onsite visits, employer workshops, and conference venues.

Drug Abatement Officer (On-Call) , Alaska Airlines, SeaTac, WA

2011- 2017

- DOT/FAA Certified Drug and Alcohol Trainer, Trained Calibration Technician, Drug Collector and Breath Alcohol Technician per 49 CFR Part 40 Federal Regulations
- Assisted in employee onboarding, ensuring that security badges were created, imputing data into PeopleSoft, performing background checks per FAA regulations, and taking fingerprints.
- Extremely detailed and skilled at accurately filling out FAA and lab paper work with a 2% error rate.
- Maintained all records of positive test results ensuring the accurate data was preserved and collected plus properly reported.
- Able to stay calm in high-pressure situations while maintaining a positive attitude during the collection process.
- On call 24/7 to intervene and direct actions of company officials during drug/alcohol related situations, Company DER-designee, rotate 24/7 DER duty phone for DER related issues.
- Ensured compliance with all drug and alcohol testing programs with FAA/DOT regulations.
- Safeguarded Alaska Company policies, state laws, labor agreements and external contractors
- Proficient with 49 CFR Part 40 and Part 120 DOT and FAA Federal Regulations

Manufacturing Instructor/ Outreach Specialist, Pioneer Human Services

2014-2016

- Instructed a 10 week training program, AJAC Manufacturing Academy, to class sizes of 15-28 students, ages 17-55+, in aerospace manufacturing skills, professional communication and behavior, and goal setting to increase overall job readiness.
- Taught LEAN Manufacturing Basics internally and externally to aid in financially helping the budget target we needed.
- Coordinated and documented all certification courses that were offered and kept detailed accounts of training for outside clients.
- Produced quarterly budget reports, ensuring that the all the occupational training accounts were not over budget.
- Ordered all supplies for the occupational training department keeping a running stock of all the needs of each cohort.
- Certified students on CPR, First Aid, and AED training, forklift operation, warehouse flagging, The Basics of Lean Manufacturing, and assisted in teaching OSHA10 courses.
- Taught up to 60 hours of applied math ranging from basic math up to trigonometry. Able to assist students with learning disabilities to understand these concepts.

AJAC Manufacturing Instructor/Job Developer, Pioneer Human Service/ OJJDP Grant

2013-2014

- Worked on a 1.5 million dollar grant that was awarded by OJJDP. Pioneer Human Services was contracted to work with JRA to run a pilot project to reach 75 students in 2014/2015.
- 51% of the students that completed or graduated the program went on to gain entry level jobs or perused secondary education.
- Day to day site manager for the Lakewood location which included; opening and closing the facility, being responsible for the safety of the site at all times, and ensuring all rules and regulations were followed.
- Instructed 68 incarnated youth between the ages of 17-21 years old, about job readiness skills and gave them tools to gain entry level employment in the aerospace manufacturing industry.
- Facilitated Pacific Institute's New Directions Life Skills seminar to improve student motivation, confidence, and ability to set and achieve goals.
- Utilized social media, relevant pop culture, sports and humor to create relatable references and illustrations to maintain student engagement.
- Instructed students on welding, copper pipe soldering, sheet metal work, electrical soldering, physics, composite lay-ups, and precision measuring standards.

1. Why do you want to serve on the City Council?

As a new resident to Black Diamond, I want to be able to serve my community and I believe it would be beneficial to have somebody on the council that could speak for the many new families living in Ten Trails. I am very honest hardworking individual that will spend the time to read and research out the issues and projects put forth to the council. I am balanced leader that understands that a good councilperson is a representative of all of the people, not a champion of a special interest group or a narrow perspective. I also know that being a balanced leader also means being able to work well with professional city staff and listen to the experts. I know doing the job right requires a significant dedication of time and energy. Constituent relations, attending meetings and reading voluminous material in preparation for meetings are all part of the job.

I am motivated because I love this town, I have lived in Woodinville/Duvall area, Snoqualmie, and Maple Valley for most of my life and I have family and deep friendship here Black Diamond and Ravensdale. With all of these amazing connections, I will be motivated to serve the public's interests. I would also love to help create more connections with established Black Diamond residents and help bring both communities closer together.

2. What strengths do you bring to the council?

My program management and administrative experience and proven leadership skills will prove useful to your council and I believe in teamwork, respect, and that listening to all sides at the table - helps to get things done. Enhancing and creating LEAN process improvements and resourcefulness are some of my key strengths. I get along well with others and thrive on finding resolutions to problems. I am confident that these qualities together with my commitment to work will be an asset to your council. I want to help Black Diamond – embrace change while maintaining the values and charm that have been established and make Black Diamond a special place to live.

3. What are the three highest priorities and/or issues you believe the city needs to address? How would you propose to address these issues?

- **Civic engagement:** This issue is the one I am most passionate about I believe communication and connection to new residents of Black Diamond is important. I want new families to be able access information, understand city the process, and feel well represented. This can be through website enhancements, finding other vehicles to disseminate information, community outreach events.
- **Balancing population growth & maintain the charm of the city of Black Diamond:** As the city grows, I want to help with city infrastructure and look at holistic ways to help improve life for residents as expansion happens. Looking at issues like transportation, parks and open spaces, city staffing, and human services as the city grows.
- **Diversifying tax revenue:** I would love to see more small business be able to thrive in Black Diamond as the city expands. Additionally, find ways to take the tax burden off homeowners.

4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember

- **Ten Trails Outdoor Education Program:** my partner and I are helping to lead weekly outdoor educational opportunities after school for kids of all ages to participate in. Neighbors volunteer to teach a subject or class to help kids (socially distance) connect with each other. Classes include cake decorating, story time, soccer drills, yoga class, running clinic, music lessons, and outdoor science lessons.
- **CTE Advisor for the Enumclaw school district 2017-2018:** Worked with the former CTE director Kevin Smith to help build out an advance manufacturing program to be offered at the high school.
- **CEMETS Washington Delegation Team Member, ETH Zurich Switzerland:** on a state 10-member delegation to find best practices to help enhance the CTE system in Washington State. Now I am serving as an advisor in the Career Connected Washington efforts to build more high school programs geared to jump start students into the skilled trades.
- **Mentor Program Supervisor – The IF Project 2010-2018:** this non-profit helps justice involved women and youth connect with local officers and mentorship volunteers to come up with plans pre and post release to help women and youth successfully release back into the public.

- **Past CERT Team Member in Woodinville & Snoqualmie 2005-2010:** This training was helpful to understand the infrastructure cities have in place for emergency response and to understand how to help local responders in the area. Would love to help recruit people from ten trails and the local community to participate in the local chapter.
- **Past Volunteer for King County and Snohomish County Search and Rescue 1998-2003:** working with this team really helped me understand the need for funding programs like this for the safety of all residents.
- **Past Key Club (Kiwanis's President) 1998-2001 Woodinville Washington:** raised money for build out of community park, food bank volunteer.

5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

It is a short term, but I think making some headway on the issues stated above would be my goal. I would like to help the city improve their website and outreach. Help gather feedback from residents on what types of media they would most likely use to access information. Put in place some strategic plans or goals on how to do more outreach to new residents. I know budget season is upon us, and recently went through business courses on budget management and I can offer my experience and recent education to the cause.

6. What is your vision for our City and community?

I want to help Black Diamond – embrace change while maintaining the values and charm that have been established and make Black Diamond a special place to live. I want to be able to connect all the neighbors from Ten Trails to the city ecosystem. I want residents to feel empowered, that the city is working hard on their behalf to find solutions to city issues. I feel privileged to live here, and for my son to grow up here and I want to preserve the small town feel that attracted me to Black Diamond.

7. Is there anything else you would like to add that would help us get to know you a little better?

I am very active and connected too many neighborhood groups in Ten Trails and in Black Diamond as a whole. I have many good friends and family that have grown up in Black Diamond their whole life and also understand what it is like to be new to a community I would love to bridge the gap. I am open minded, hardworking, balanced, and ready to work hard.

In my professional life, I have worked with many state and local officials to help build up apprenticeship programs in our state and get more funding to bring back shop classes into high schools. I have been through the legislative processes to help advocate for these programs, and helped attain grants to accomplish goals. I think that with this experience I could help the city tackle issues that are important.

APPLICATION FOR APPOINTMENT TO BLACK DIAMOND CITY COUNCIL POSITION #6

Applicant Information

(Please type or print)

Applicant Name Chad Hoffman
Residence Address 23534 Granite Court Black Diamond, WA 98010
Home Phone 425-999-1715 Work Phone _____
Email choffman72@hotmail.com

Cover Letter and Resume

Please attach a one-page cover letter and a resume of no more than two pages to this application.

Supplemental Questions

Please respond to the following questions regarding your interest in the position of Councilmember for the City of Black Diamond on separate pages, using no more than 3 pages total:

1. Why are you interested in serving as a Black Diamond City Councilmember?
2. What strength would you bring to the Council?
3. What are the three highest priorities and/or issues you believe the City needs to address? How would you propose to address these issues?
4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond community. Address its relevance to the position of Black Diamond City Councilmember.
5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?
6. What is your vision for our City and community?
7. Is there anything else you would like to add that would help us get to know you a little better?

Please return this form, your cover letter, resume and answers to the supplemental questions to the City Clerk at Black Diamond City Hall (24301 Roberts Drive, mail at PO Box 599, Black Diamond, WA 98010, or by email to bmartinez@blackdiamondwa.gov) **no later than 4:00 p.m. on September 8, 2020.** Applications received after 4:00 p.m. will not be accepted.

If delivered or mailed the application and any correspondence should be addressed to:

**Brenda L. Martinez, City Clerk
Black Diamond Councilmember Recruitment
PO Box 599/24301 Roberts Drive
Black Diamond, WA 98010**

Supplemental Questions

1. Why are you interested in serving as a Black Diamond City Councilmember?

Being a new homeowner in the City of Black Diamond I would like to personally invest back into the community.

2. What strength would you bring to the Council?

I would hope to bring an outside view with a local interest.

3. What are the three highest priorities and/or issues you believe the city needs to address? How would you propose to address the issue?

I'm new to the community and don't have a lot of input yet but do feel the roundabout project at SR169 and Roberts Drive needs to fast track for safety.

4. Explain your current and past community involvement and/or service on city, nonprofit, or public boards, committees, task forces, or commissions and how this has contributed to the Black Diamond City Councilmember.

I have no public or volunteer experience but do serve as a Sr. Consultant in my profession, thus making primary decisions on project scopes and delegation to my direct report's workloads.

5. What do you wish to accomplish during this appointed term as a Black Diamond City Councilmember?

I would like to help move Black Diamond forward as it continues to grow.

6. What is your vision for our City and community?

Small Town family friendly community.

7. Is there anything else you would like to add that would help us get to know you a little better?

I'm married and the father of two. My family and I relocated to Washington State from the mid-west in 2008. I currently work for a major tech company and specialize in physical security systems.



CITY OF BLACK DIAMOND

Councilmember Position #6

Chad Hoffman
Choffman72@hotmail.com

Chad Hoffman, EL06, CSPM[®], CPD

23534 Granite CT Black Diamond, WA 98010 | 425-999-1715 | choffman72@hotmail.com

Licensed and Certified Security System Professional offering 29 years of experience. Strong understanding of security operations and system delivery for the corporate and retail tech industry.

Certifications

- Washington State EL06 Journeyman Electrician
- CSPM Certified Professional
- CPD (CPTED) Certified Professional
- Lenel Certified Professional
- Bosch Intrusion Certified Professional
- Milestone Certified Professional

Experience

SR. GSS SECURITY SYSTEMS DELIVERY MANAGER - RETAIL | LMC CONSULTING | MAY 2014 -PRESENT

Part of the Real Estate and Security org at Microsoft

- Manage consulting team responsible for the security systems within the Microsoft Retail Store portfolio, covering four countries across seven time zones.
- Own all phases of retail projects deliveries - e.g. Security Consulting, Design, Scope of work, Budget, System Engineering, Project Management and System Commissioning.
- Manage all service and maintenance of the retail systems, e.g. Lenel Access Control, Bosch Intrusion Systems, Biometric readers, Network Cameras and Milestone System.
- Communicate with project stakeholders on status, risk and budget.
- Manage 3rd party vendors companies.
- Travel to domestic and international locations for quality control inspections and security system commissioning.

PHYSICAL SECURITY PROJECT MANAGER | STANLEY CSS | JULY 2013 – MAY 2014

- Embedded service management for Microsoft Retail Stores.
- Responsible for project scheduling, parts ordering, managing Stanley technicians and subcontractors during installation, job costing and forecasting, meetings, system programming sheets, commissioning documents and system programming.
- Traveling to domestic and International locations for system commissioning with client.

DIGITAL SECURITY ADMIN | CBRE | JUNE 2012 – NOVEMBER 2012

- Embedded service management for Microsoft Corporate Campus.
- Responsible for break fix repairs to the LENEL Onguard Access Control and Video systems.
- Manage 3rd party vendor companies hired to perform security repairs.

PHYSICAL SECURITY PROJECT MANAGER | RFI COMMUNICATIONS | SEPTEMBER 2008 – JULY 2013

- Embedded service management for Microsoft Corporate Campus, Microsoft Retail Stores and Microsoft US.
- Responsible for project scheduling, parts ordering, managing RFI technicians and subcontractors during installation, job costing and forecasting, meetings, system programming sheets, commissioning documents and system programming.
- Traveling to domestic and international locations for system commissioning with client.

SECURITY PROGRAM MANAGER | SONITROL SECURITY ALARMS | OCTOBER 1991 – AUGUST 2008

- Responsible for security systems delivery, service and maintenance.

Skills

- Strong work ethic
- Certified Security Project Manager (CSPM)
- Crime Prevention Through Environmental Design (CPTED)
- Strong customer service and delivery
- Proficient with Access Control, CCTV and Intrusion Systems
- Proficient with Bluebeam
- Strong cross-group collaboration and relationship management skills
- Ability to work independently or as a team player
- Proficient with MS Office Suite applications
- Ability and willingness to travel
- Ability to work in fast pace environment
- Strong oral and written communication skills



CERTIFICATION

Date: September 17, 2020 Council Meeting

Check No.'s / EFT	Batch Name	Check / EFT Date	Amount
	August EFT Batch	8/1/2020 - 8/31/2020	\$ 21,133.66
V49069	Void Batch	8/27/2020	\$ -135.75
49136	Early 4th August Batch	8/26/2020	\$ 35,750.00
49137 - 49138	Early 2nd September Batch	8/31/2020 and 9/8/2020	3,584.86
49139 - 49180	2nd September Batch	9/18/2020	\$ 471,565.31
		TOTAL	\$ 531,898.08

HAVE BEEN FURNISHED, THE SERVICES RENDERED AND OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BLACK DIAMOND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

May Miller

 MAY MILLER, FINANCE DIRECTOR

 CAROL BENSON, MAYOR

September 10, 2020

 DATE

 DATE

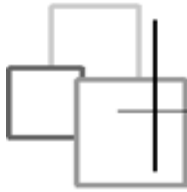
COUNCILMEMBERS:

DATE:



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Maple Valley Royal Towing	V49069 V59826	8/27/2020	2020 - September - Void Batch for 09.17.2020 Council	
		Duplicate Payment		
		001-000-210-521-10-49-06	PD-Towing Services	(\$135.75)
		Duplicate Payment see 07132020 MVT		
	Total V59826			(\$135.75)
	Total V49069			(\$135.75)
Total Maple Valley Royal Towing				(\$135.75)
	Vendor Count	1	Grand Total	(\$135.75)



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
First Bankcard				
	EFT Payment 8/24/2020 8:47:23 AM - 1 Cote 08242020	8/4/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	\$91.12
	Hand Sanitizer			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$32.26
	Waste Toner			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$100.34
	Evidence Tape			
	001-000-210-521-10-31-00		PD-Operating Supplies	\$29.31
	Business Cards			
	001-000-210-521-10-49-00		PD-Miscellaneous	\$20.64
	Postage			
	001-000-210-521-10-49-00		PD-Miscellaneous	\$20.64
	Postage			
	Total Cote 08242020			\$294.31
	EFT Payment 8/24/2020 8:47:23 AM - 1 Crooker 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-210-521-10-48-01		PD-Vehicle/Eq. Mtc. & Repair	\$135.83
	Headlamp repair			
	Total Crooker 08242020			\$135.83
	EFT Payment 8/24/2020 8:47:23 AM - 1 Dal Santo 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	407-000-000-535-80-48-02		Sewer System Rep & Mtc-Ext/Int	\$747.76
	Level Transmitter			
	Total Dal Santo 08242020			\$747.76
	EFT Payment 8/24/2020 8:47:23 AM - 1 Esping 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	\$140.75
	Paper & Misc Office Supplies - Telecommuters			
	001-000-193-525-60-31-02		EM Mgmt Fed COVID PPE Supplies	\$82.47
	Toner for Telecommuter			

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		Account Number	Title	
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$21.68
		Hand Sanitizer		
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$199.18
		Sneeze Guard		
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$22.76
		Hand Sanitizer		
		001-000-270-576-80-31-03	Parks Operating Supplies	\$328.55
		Buoys		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$2.10
		Bottled Water		
		101-000-000-544-90-31-00	PW Clearing Acct-Supplies	\$51.55
		Office Supplies		
	Total Esping 08242020			\$849.04
	EFT Payment 8/24/2020 8:47:23			
	AM - 1	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	Hershaw 08242020			
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$52.24
		Oil Change		
	Total Hershaw 08242020			\$52.24
	EFT Payment 8/24/2020 8:47:23			
	AM - 1	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	Kiblinger 08242020			
		001-000-210-521-10-31-00	PD-Operating Supplies	\$20.78
		Meeting Supplies		
		001-000-210-521-10-31-04	PD-Uniforms	\$137.50
		Boots		
		001-000-214-521-20-48-03	K/C Radio Maint. & Repair	\$195.33
		Lapel Mics		
		001-000-214-521-20-48-03	K/C Radio Maint. & Repair	\$43.43
		Radio Antenna		
		001-000-214-521-20-48-03	K/C Radio Maint. & Repair	\$138.98
		Radio Batteries		
	Total Kiblinger 08242020			\$536.02
	EFT Payment 8/24/2020 8:47:23			
	AM - 1	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	Kincaid 08242020			
		001-000-240-558-51-31-00	CD-Office Supplies only	\$468.81
		Strucalc Annual Maintenance Fee		
	Total Kincaid 08242020			\$468.81

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	EFT Payment 8/24/2020 8:47:23 AM - 1 Metcalf 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-120-512-50-42-03 Postage		Postage	\$110.00
	001-000-120-512-50-42-03 Postage		Postage	\$110.00
	001-000-120-512-50-45-01 Copies		Court Copier Lease	\$33.81
	001-000-193-525-60-49-03 Zoom Meetings		EM Mgmt FED COVID It. Tech Costs	\$260.53
	Total Metcalf 08242020			\$514.34
	EFT Payment 8/24/2020 8:47:23 AM - 1 O'Neill 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-193-525-60-49-03 Telecommuter IT Security		EM Mgmt FED COVID It. Tech Costs	\$30.00
	001-000-214-521-20-48-04 PD - Monthly IT Security		NetMotion Maintenance Mobile Units	\$60.00
	Total O'Neill 08242020			\$90.00
	EFT Payment 8/24/2020 8:47:23 AM - 1 Pittam 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-246-558-70-48-00 Car Wash		Vehicle Repair & Maintenance	\$79.83
	Total Pittam 08242020			\$79.83
	EFT Payment 8/24/2020 8:47:23 AM - 1 Redd 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-246-558-70-49-00 Working Lunch		Miscellaneous	\$27.13
	001-000-246-558-70-49-00 CB Radios		Miscellaneous	\$123.56
	Total Redd 08242020			\$150.69
	EFT Payment 8/24/2020 8:47:23 AM - 1 Reed 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	001-000-145-518-80-48-00 Replacement Card		Misc. Repairs & Maintenance	\$141.90
	001-000-145-518-80-48-00 Hard Drives for Servers		Misc. Repairs & Maintenance	\$4,462.50
	001-000-193-525-60-49-03		EM Mgmt FED COVID It. Tech Costs	\$4,462.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Hard Drives for Servers	
	Total Reed 08242020			\$9,066.90
	EFT Payment 8/24/2020 8:47:23 AM - 1			
	Riepl 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$34.73
			Masks	
	Total Riepl 08242020			\$34.73
	EFT Payment 8/24/2020 8:47:23 AM - 1			
	Sharif 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
		001-000-210-521-10-31-00	PD-Operating Supplies	\$47.21
	Total Sharif 08242020			\$47.21
	EFT Payment 8/24/2020 8:47:23 AM - 1			
	Sloss 08242020	8/24/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
		001-000-214-521-20-42-03	Police Postage	\$10.32
			Postage	
		001-000-214-521-20-42-03	Police Postage	\$10.32
			Postage	
		001-000-214-521-20-42-03	Police Postage	\$6.42
			Postage	
	Total Sloss 08242020			\$27.06
	Total EFT Payment 8/24/2020 8:47:23 AM - 1			\$13,094.77
	Total First Bankcard			\$13,094.77
Invoice Cloud				
	EFT Payment 8/7/2020 8:48:19 AM - 1			
	08072020 IC	8/7/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
			July 2020 Service	
		001-000-210-521-10-49-04	PD-Bank Analysis Fees/Merch CC Fees	\$25.00
			PD Online Portal	
		001-000-240-558-51-49-05	Bank Analysis Fees/Merch CC Fees	\$25.00
			CD Online Portal	
		401-000-000-534-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$51.11
			Water Online Portal & Misc	
		407-000-000-535-80-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$51.11
			Sewer Online Portal & Misc	
		410-000-000-531-10-49-50	Bank Analysis Fees/Merch CC/ Lien Fees	\$8.88

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
			Storm Online Portal & Misc	
	Total 08072020 IC			\$161.10
	Total EFT Payment 8/7/2020 8:48:19 AM - 1			\$161.10
	Total Invoice Cloud			\$161.10
Merchant Card Services / Vantive Holding, LLC	EFT Payment 8/11/2020 8:48:53 AM - 1			
		11/8/2011	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	08112020 MCS			
	July 2020 Service			
	001-000-270-576-80-49-01		Bank Analysis Fees/Merch CC Fees	\$183.62
			Lake Sawyer Pay Station	
	Total 08112020 MCS			\$183.62
	Total EFT Payment 8/11/2020 8:48:53 AM - 1			\$183.62
	Total Merchant Card Services / Vantive Holding, LLC			\$183.62
U.S. Postal Service (Black Diamond)	EFT Payment 8/042020 8:49:26 AM - 1			
		8/4/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	08042020 U.S. PO BD			
	July 2020 Bulk Mail - Utility Billing			
	401-000-000-534-80-42-01		Postage	\$130.56
	407-000-000-535-80-42-01		Postage	\$130.56
	410-000-000-531-10-42-01		Postage	\$22.70
	Total 08042020 U.S. PO BD			\$283.82
	Total EFT Payment 8/042020 8:49:26 AM - 1			\$283.82
	Total U.S. Postal Service (Black Diamond)			\$283.82
US Bank Equipment Finance	EFT Payment 8/20/2020 8:49:51 AM - 1			
		8/20/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	420879256			
	7/2020 - 8/20/20 Service			
	001-000-210-521-10-45-00		PD-Payments - US Bank/Copier	\$193.03
			Pool 2 - PD	
	001-000-248-518-20-45-03		MDRT-Copier Costs	\$193.03
			Pool 2 - MDRT	
	001-000-254-518-20-45-04		City Hall/Comm Deve Copier Lease	\$8.00
			Supply Freight	

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-254-518-20-45-04 Pool 1 - CH	City Hall/Comm Deve Copier Lease	\$960.82
		001-000-254-518-20-45-04 Sales & Use Tax	City Hall/Comm Deve Copier Lease	\$115.85
		001-000-254-518-20-45-04 Sales & Use Tax	City Hall/Comm Deve Copier Lease	\$0.69
		001-000-254-518-20-45-04 Yearly Property Tax 2020	City Hall/Comm Deve Copier Lease	\$220.88
	Total 420879256			\$1,692.30
	Total EFT Payment 8/20/2020 8:49:51 AM - 1			\$1,692.30
	Total US Bank Equipment Finance			\$1,692.30
Washington State Department of Revenue				
	EFT Payment 8/24/2020 8:50:20 AM - 1	9/3/2020	2020 - August - Aug EFT Batch for 09.24.2020 Council	
	08242020 DOR			
		July 2020 Excise Tax		
		401-000-000-534-80-44-01 B&O Tax: Water	State of WA Utility Excise Tax	\$168.66
		401-000-000-534-80-44-01 Utility Tax: Water	State of WA Utility Excise Tax	\$4,190.84
		407-000-000-535-80-44-01 Utility Tax: Sewer	State of WA Excise Tax	\$3,078.54
		407-000-000-535-80-44-01 B&O Tax: Sewer	State of WA Excise Tax	\$239.58
		407-000-000-535-80-44-01 Utility Tax: Sewer(KC Credit)	State of WA Excise Tax	(\$2,242.01)
		410-000-000-531-10-44-01 B&O Tax: Storm	State of Wa Excise Tax	\$282.44
	Total 08242020 DOR			\$5,718.05
	Total EFT Payment 8/24/2020 8:50:20 AM - 1			\$5,718.05
	Total Washington State Department of Revenue			\$5,718.05
	Vendor Count	6	Grand Total	\$21,133.66



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Black Diamond Community Center				
	49136	8/26/2020	2020 - August - Early 4th August Batch	
	08262020 BDCC			
			Administration of Covid CARES Grant	
			001-000-193-525-60-49-00	
			EM Mgmt FED COVID Prof Svs	\$35,750.00
			Administration Covid Economic Hardship Assistance	
	Total 08262020 BDCC			\$35,750.00
	Total 49136			\$35,750.00
Total Black Diamond Community Center				\$35,750.00
	Vendor Count	1		
			Grand Total	\$35,750.00



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
City of Lake Forest Park				
	49138	9/8/2020	2020 - September - Early 2nd September	
	09082020 COLFP			
			Reimburse Training Costs	
			001-000-210-342-10-14-00 PD - Multi City Task Force - Reimb	\$350.00
			Cancelled WHIA Training	
			001-000-210-342-10-14-00 PD - Multi City Task Force - Reimb	\$200.56
			Cancelled Sex Offender Training	
			Total 09082020 COLFP	\$550.56
	Total 49138			\$550.56
	Total City of Lake Forest Park			\$550.56
Enumclaw Auto Rebuild Inc.				
	49137	8/31/2020	2020 - September - Early 2nd September	
	21215			
			PW - Veh Repair	
			101-000-000-544-90-48-02 PW Clearing- Shared Veh/Equip Maint	\$3,034.30
			2005 Dodge Pickup	
			Total 21215	\$3,034.30
	Total 49137			\$3,034.30
	Total Enumclaw Auto Rebuild Inc.			\$3,034.30
	Vendor Count	2	Grand Total	\$3,584.86



Voucher Directory with Transaction Date

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
2 Watch Monitoring, Inc.				
	49139 40487	8/20/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Service through 7/31/2020		
		001-000-211-523-60-49-01	Electronic Home Monitor Costs	\$637.50
	Total 40487			\$637.50
	Total 49139			\$637.50
	Total 2 Watch Monitoring, Inc.			\$637.50
ADT Security Services (PA)				
	49140 783835412	8/14/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		8/30/2020 - 9/29/2020 Service		
		001-000-254-518-20-49-00	Facilities Security	\$50.04
	Total 783835412			\$50.04
	Total 49140			\$50.04
	Total ADT Security Services (PA)			\$50.04
Automatic Wilbert Vault Co., Inc.				
	49141 67509	8/17/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Cem - Supplies		
		001-000-280-536-20-31-01	Vaults/Liners	\$82.43
	Total 67509			\$82.43
	49141 67593	8/20/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Prk - Supplies		
		001-000-270-576-80-31-03	Parks Operating Supplies	\$689.07
		Table with benches		
	Total 67593			\$689.07
	Total 49141			\$771.50
	Total Automatic Wilbert Vault Co., Inc.			\$771.50

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
--------	---	--------------	-------------------------------------	----------------

CallTower, Inc.

49142	200555654	8/26/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		7/27/2020 - 8/26/2020 Service		
		001-000-120-512-50-42-00	Telephone/DSL	\$180.61
		Court Telephone		
		001-000-214-521-20-42-00	Police Tele/web/DSL/Air Cards	\$541.84
		Police Telephone		
		001-000-240-558-51-42-00	Telephone	\$222.30
		Comm Dev Telephone		
		001-000-246-558-70-42-01	Telephones	\$139.79
		MDRT Telephone		
		001-000-254-518-20-42-00	Facilities-Telephones	\$394.10
		City Hall Telephone		
		001-000-270-576-80-42-00	Telephone/DSL/Radios	\$10.02
		4% Parks Telephone		
		001-000-280-536-20-42-00	Telephone, DSL & Radios	\$5.01
		2% Cemetary Telephone		
		101-000-000-542-30-42-01	Telephone/DSL/Radios	\$55.12
		22% Streets Telephone		
		401-000-000-534-80-42-00	Telephone/DSL/Radios	\$60.13
		24% Water Telephone		
		407-000-000-535-80-42-00	Telephone/DSL/Radios	\$60.13
		24% Sewer Telephone		
		410-000-000-531-10-42-00	Telephone/DSL/Radios	\$60.12
		24% Drainage Telephone		
	Total 200555654			\$1,729.17
	Total 49142			\$1,729.17
	Total CallTower, Inc.			\$1,729.17

CHS/Cenex

49143	124244 08312020 CH	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		CH - Fuel August 2020		
		001-000-181-518-30-32-00	Fuel	\$210.61
		Facilities Clearing		
		001-000-210-521-10-32-00	PD-Fuel	\$91.68
		Police		
		001-000-240-558-51-32-00	Fuel	\$36.53
		Com Dev - Inspections		

Vendor	Transaction Number Transaction Reference	Invoice Date	Fiscal Description Name	Void Amount
		001-000-240-558-51-32-00	Fuel	\$68.48
		Com Dev - Inspections - Mike		
		001-000-246-558-70-32-00	Fuel	\$39.85
		MDRT		
		001-000-246-558-70-32-00	Fuel	\$235.66
		MDRT		
		001-000-270-576-80-32-00	Fuel	\$49.73
		PARKS 4%		
		001-000-280-536-20-32-00	Fuel	\$24.86
		CEMETERY 2%		
		101-000-000-543-50-32-00	Fuel	\$273.50
		STREETS 22%		
		401-000-000-534-80-32-00	Fuel	\$298.37
		WATER 24%		
		407-000-000-535-80-32-00	Fuel	\$298.37
		SEWER 24%		
		410-000-000-531-10-32-00	Fuel	\$298.37
		STORM WATER 24%		
	Total 124244 08312020 CH			\$1,926.01
	Total 49143			\$1,926.01
Total CHS/Cenex				\$1,926.01
Clair Kintanar				
	49144	8/26/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	08262020 CK			
		August 2020 Service		
		001-000-120-512-50-41-02	Protem Judge	\$120.00
		2 hours		
	Total 08262020 CK			\$120.00
	Total 49144			\$120.00
Total Clair Kintanar				\$120.00
Columbia Ford, Inc				
	49145	8/27/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	3-L1266 H775			
		PD - Veh Purchase		
		510-000-300-594-21-64-00	Police Vehicles-replace	\$37,621.30
		2020 Ford Explorer LV043		
	Total 3-L1266 H775			\$37,621.30

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49145	8/28/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	3-L1267 H776			
			PD - Veh Purchase	
			510-000-300-594-21-64-00	
			2020 Ford Explorer LV042	
			Police Vehicles-replace	\$37,621.30
			Total 3-L1267 H776	\$37,621.30
			Total 49145	\$75,242.60
			Total Columbia Ford, Inc	\$75,242.60
Enumclaw School District				
	49146	9/3/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	09032020 ESD			
			August 2020 Mitigation Fees	
			637-000-000-589-30-00-00	
			24 Single Family, 1 Multi Family	
			School Mitigation Fee disbursement	\$234,166.37
			Total 09032020 ESD	\$234,166.37
			Total 49146	\$234,166.37
			Total Enumclaw School District	\$234,166.37
FCS Group				
	49147	8/21/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	3181-22008047			
			Service through 8/21/2020	
			001-000-257-558-70-41-01	
			MDRT Fiscal Analysis-	\$7,942.50
				\$7,942.50
			Total 3181-22008047	\$7,942.50
	49147	8/21/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	3255-22008059			
			Service through 8/21/2020	
			310-000-036-522-10-41-00	
			2020 Fire Study	
			Fire Services Study	\$7,982.50
			Total 3255-22008059	\$7,982.50
			Total 49147	\$15,925.00
			Total FCS Group	\$15,925.00

Vendor	Transaction Number	Transaction Reference	Invoice Date	Fiscal Description Name	Title	Void Amount
Fugate Ford						
	49148	445421	9/1/2020	2020 - September - 2nd September Batch for 09.17.2020 Council		
				PD - Veh Maint		
				001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$67.77
				2019 Ford		
		Total 445421				\$67.77
	Total 49148					\$67.77
	Total Fugate Ford					\$67.77
GC Systems, Inc.						
	49149	39710	8/24/2020	2020 - September - 2nd September Batch for 09.17.2020 Council		
				PW - Supplies		
				401-000-000-534-80-48-01	Water Repair & Maint Shops	\$408.83
		Total 39710				\$408.83
	Total 49149					\$408.83
	Total GC Systems, Inc.					\$408.83
Gina Johnson						
	49150	09022020 GJ	9/2/2020	2020 - September - 2nd September Batch for 09.17.2020 Council		
				Utility Refund		
				401-000-000-343-40-00-01	Water Charges	\$36.72
				24411 Terrace Pl		
		Total 09022020 GJ				\$36.72
	Total 49150					\$36.72
	Total Gina Johnson					\$36.72
Home Depot Credit Service						
	49151	0610593	9/4/2020	2020 - September - 2nd September Batch for 09.17.2020 Council		
				PW_CD - Bldg Supplies		
				001-000-240-558-51-31-05	Clg-Bldg/Cleaning Supplies-CD/PW	\$8.15
		Total 0610593				\$8.15

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49151	9/4/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	0610594			
		PD - VRF		
		001-000-215-521-10-31-00	Marine Operating Supplies VRF	\$20.60
	Total 0610594			\$20.60
	49151	8/28/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	7614674			
		EM - Supplies		
		001-000-193-525-60-31-02	EM Mgmt Fed COVID PPE Supplies	\$187.55
		Masks, Antibacterial Spray, Hand Sanitizer		
	Total 7614674			\$187.55
	49151	8/28/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	7614675			
		PD - Veh Maint		
		001-000-210-521-10-48-01	PD-Vehicle/Eq. Mtc. & Repair	\$44.75
	Total 7614675			\$44.75
	Total 49151			\$261.05
	Total Home Depot Credit Service			\$261.05
Ixtla Malagon				
	49152	8/12/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	08122020 IM			
		Crt - 8/12/2020 Service		
		001-000-120-512-50-41-04	Court Interpreter	\$150.00
	Total 08122020 IM			\$150.00
	Total 49152			\$150.00
	Total Ixtla Malagon			\$150.00
Johnsons Home & Garden				
	49153	9/3/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	449289			
		PD - Supplies		
		001-000-212-521-50-48-02	Police Bldg Repairs & Maintenance	\$27.13
		Toggle bolt, bit		
	Total 449289			\$27.13
	Total 49153			\$27.13
	Total Johnsons Home & Garden			\$27.13

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Justin Boisjolie				
	49154 08272020 JB	8/27/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		PD - Refund Over Payment 001-000-000-369-81-00-00	Cash Over/Short	\$1.75
	Total 08272020 JB			\$1.75
	Total 49154			\$1.75
	Total Justin Boisjolie			\$1.75
King County Finance - Mental Health				
	49155 2126671	9/11/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Allocation for 2nd Qtr 2020 001-000-182-566-00-49-01	KC Mental Health	\$333.17
	Total 2126671			\$333.17
	Total 49155			\$333.17
	Total King County Finance - Mental Health			\$333.17
King County Finance - Wastewater Treat Div.				
	49156 30029911	9/1/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 407-000-000-535-80-41-04	Metro Sewer Charges	\$55,619.91
	Total 30029911			\$55,619.91
	Total 49156			\$55,619.91
	Total King County Finance - Wastewater Treat Div.			\$55,619.91
King County Prosecuting Attorney				
	49157 08312020 KCPA	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		July 2020 Court Remittance 633-000-100-589-30-00-00	Court Fees for King County	\$182.05
		Court Remittance		
	Total 08312020 KCPA			\$182.05
	Total 49157			\$182.05
	Total King County Prosecuting Attorney			\$182.05

Vendor	Transaction Number	Invoice Date	Fiscal Description	Void
	Transaction Reference	Account Number	Name Title	Amount
L.N. Curtis & Sons				
49158	CM16966	7/11/2019	2020 - September - 2nd September Batch for 09.17.2020 Council	
			PD - Returned Uniform	
			001-000-210-521-10-31-04 PD-Uniforms	(\$68.47)
			Handcuff Pouch & Utility Pouch	
	Total CM16966			(\$68.47)
49158	CM16967	7/11/2019	2020 - September - 2nd September Batch for 09.17.2020 Council	
			PD - Returned Uniforms	
			001-000-210-521-10-31-04 PD-Uniforms	(\$79.09)
			Com Pouch with U mount, Double Mag Pouch	
	Total CM16967			(\$79.09)
49158	INV333735	9/2/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
			PD - Uniforms	
			001-000-210-521-10-31-04 PD-Uniforms	\$46.80
			Riepl - Gloves	
	Total INV333735			\$46.80
49158	INV383689	11/6/2019	2020 - September - 2nd September Batch for 09.17.2020 Council	
			PD - Uniforms	
			001-000-210-521-10-31-04 PD-Uniforms	\$30.14
			Mandery - Hat	
	Total INV383689			\$30.14
49158	INV401729	6/30/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
			PD - Uniforms	
			001-000-210-521-10-31-04 PD-Uniforms	\$164.94
			Hershaw - Boots	
	Total INV401729			\$164.94
	Total 49158			\$94.32
Total L.N. Curtis & Sons				\$94.32

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Madrona Law Group LLC				
49159	10354	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		320-000-038-544-40-41-00	Tr Impact Fee Prof Svcs	\$2,182.00
		401-000-000-534-80-41-10	Professional Services	\$390.00
		402-000-000-594-34-63-11	WSFFA-Partner-Legal Costs	\$210.00
	Total 10354			\$2,782.00
49159	10355	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		001-000-150-515-41-41-36	Legal Svcs-Code Enforcement	\$115.00
	Total 10355			\$115.00
49159	10356	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		001-000-193-525-60-41-39	EM Mgmt FED COVID Legal Svcs	\$2,083.00
	Total 10356			\$2,083.00
49159	10358	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		001-000-150-515-41-41-01	Legal Services-General Govt	\$6,412.05
		101-000-000-543-30-41-05	Legal Costs	\$1,424.90
		401-000-000-534-80-41-04	Legal Svcs	\$2,137.35
		407-000-000-535-80-41-09	Legal Costs	\$2,137.35
		410-000-000-531-10-41-01	Legal Costs	\$2,137.35
	Total 10358			\$14,249.00
49159	10359	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		407-000-000-535-80-41-01	Professional Services-Sewer	\$1,590.00
	Total 10359			\$1,590.00
49159	10360	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		001-000-150-515-45-41-10	Legal Lawsuits/Other Charges	\$524.00
	Total 10360			\$524.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
49159	10361	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-150-515-41-41-02	Legal Services -Employment	\$506.00
	Total 10361			\$506.00
49159	10362	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-257-558-70-41-00	MDRT Legal Services	\$960.00
	Total 10362			\$960.00
49159	10363	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth	\$92.00
	Total 10363			\$92.00
49159	10364	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-150-515-41-41-41	Legal Costs-TDR'S	\$3,527.96
	Total 10364			\$3,527.96
49159	10365	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-150-515-41-41-17	Legal Costs-Public Disc/Oth	\$323.00
	Total 10365			\$323.00
49159	10395	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-150-515-41-41-41	Legal Costs-TDR'S	\$242.00
	Total 10395			\$242.00
49159	10396	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 402-000-000-594-34-63-11	WSFFA-Partner-Legal Costs	\$2,867.00
	Total 10396			\$2,867.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49159 10397	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 402-000-000-594-34-63-11	WSFFA-Partner-Legal Costs	\$60.00
	Total 10397			\$60.00
	Total 49159			\$29,920.96
Total Madrona Law Group LLC				\$29,920.96
Mountain View Fire & Rescue				
	49160 20-1050	8/17/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		CARES MIH 2nd QTR 2020 001-000-530-522-10-49-01	K/C EMS Reimb	\$2,025.50
	Total 20-1050			\$2,025.50
	Total 49160			\$2,025.50
Total Mountain View Fire & Rescue				\$2,025.50
Northwest Parking Equipment Co.				
	49161 024	8/18/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Prks - Supplies 001-000-270-576-80-41-02 2 ea Ticket Rolls	Venvue Pay Station	\$119.46
	Total 024			\$119.46
	Total 49161			\$119.46
Total Northwest Parking Equipment Co.				\$119.46
O'Brien, Barton, & Hopkins, PLLP				
	49162 65932	9/2/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-151-515-91-41-00	Court Legal-Public Defender	\$3,000.00
	Total 65932			\$3,000.00
	Total 49162			\$3,000.00
Total O'Brien, Barton, & Hopkins, PLLP				\$3,000.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Office Products Nationwide				
49163	1111239-0	8/26/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Crt - Supplies		
		001-000-120-512-50-31-00	Operating Supplies	\$52.74
		Crt Office Supplies		
		001-000-120-512-50-49-02	Printing and Binding	\$42.63
		Crt Printing Supplies		
	Total 1111239-0			\$95.37
49163	1111610-0	8/28/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$205.10
		PD Office Supplies		
	Total 1111610-0			\$205.10
49163	1111610-1	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		PD - Supplies		
		001-000-210-521-10-31-00	PD-Operating Supplies	\$107.84
		PD Office Supplies		
	Total 1111610-1			\$107.84
49163	1111808-0	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		CH - Supplies		
		001-000-180-518-50-31-00	Office Supplies City Hall	\$104.21
		CH Office Supplies		
	Total 1111808-0			\$104.21
	Total 49163			\$512.52
Total Office Products Nationwide				\$512.52
Orkin Commercial Services				
49164	202022138	8/25/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		9/1/2020 - 9/30/2020 Service		
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$31.94

Vendor	Transaction Number Transaction Reference	Invoice Date Account Number	Fiscal Description Name Title	Void Amount
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$95.80
	Total 202022138			\$127.74
	Total 49164			\$127.74
	Total Orkin Commercial Services			\$127.74
Rasmussen Wire Rope & Rigging Co				
	49165	9/1/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	227798			
		Prks - Supplies		
		001-000-270-576-80-31-03	Parks Operating Supplies	\$803.73
		Rope		
	Total 227798			\$803.73
	Total 49165			\$803.73
	Total Rasmussen Wire Rope & Rigging Co			\$803.73
Regional Animal Services of King County				
	49166	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	08312020 RAS			
		Pet License Renewal		
		633-000-000-589-90-00-01	King County Animal License	\$45.00
	Total 08312020 RAS			\$45.00
	Total 49166			\$45.00
	Total Regional Animal Services of King County			\$45.00
RH2 Engineering Inc.				
	49167	6/22/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	76790			
		June 2020 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$3,523.18
	Total 76790			\$3,523.18
	49167	9/4/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	77630			
		August 2020 Service		
		001-000-257-558-70-41-02	MDRT Civil Engineering	\$1,174.14
	Total 77630			\$1,174.14

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49167 77641	9/8/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 404-000-011-534-80-41-00	Water Comp Plan	\$402.31
	Total 77641			\$402.31
	Total 49167			\$5,099.63
	Total RH2 Engineering Inc.			\$5,099.63
Scott Hanis				
	49168 09092020 SH	9/9/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Mileage Reimbursement For Use Of POV		
		001-000-270-576-80-43-00	Lodging, Meals & Mileage	\$4.54
		101-000-000-542-30-43-00	Lodging, Meals & Mileage	\$3.45
		101-000-000-542-30-43-00	Lodging, Meals & Mileage	\$0.46
		407-000-000-535-80-43-00	Lodging, Meals & Mileage	\$1.44
	Total 09092020 SH			\$9.89
	Total 49168			\$9.89
	Total Scott Hanis			\$9.89
Severson's Building Maintenance				
	49169 576485	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		001-000-248-518-20-49-01	MDRT Bldg Custodial Costs	\$180.00
			MDRT Janitorial Services	
		001-000-254-518-20-49-01	Facilities Bldg.Custodial & Maint.	\$720.00
			City Hall/Com Dev Janitorial Services	
	Total 576485			\$900.00
	49169 576486	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service		
		001-000-212-521-50-41-03	Police Custodial Cost	\$500.00
			Police/Court Janitorial Services	
	Total 576486			\$500.00

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49169 576487	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 001-000-270-575-51-48-00	Gym Facility Repair & Maintenance	\$200.00
	Total 576487			\$200.00
	Total 49169			\$1,600.00
	Total Severson's Building Maintenance			\$1,600.00
SHI International Corp.				
	49170 B12129448	8/13/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		EM- Tech Costs 001-000-193-525-60-49-03 Server Racks	EM Mgmt FED COVID It. Tech Costs	\$2,585.14
	Total B12129448			\$2,585.14
	49170 B12181489	8/24/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Replacement Batteries 001-000-145-518-80-31-00 Replacement Batteries	Office Supplies	\$265.55
	Total B12181489			\$265.55
	49170 B12201083	8/26/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		EM - IT Eq 001-000-193-525-60-49-03 12 ea Surface Docs and 11 ea Covers	EM Mgmt FED COVID It. Tech Costs	\$3,222.30
	Total B12201083			\$3,222.30
	49170 B12208654	8/27/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		EM- Tech Eq 001-000-193-525-60-49-03 Adobe Pro for Telecommuters	EM Mgmt FED COVID It. Tech Costs	\$276.56
	Total B12208654			\$276.56
	49170 B12215354	8/28/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		EM - IT Eq 001-000-193-525-60-35-00	EM Mgmt FED COVID-tools & Eq	\$7,594.40

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	Total B12215354		7 ea Surface Pro	\$7,594.40
49170	B12218087	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	EM - IT Server Costs			
	001-000-193-594-25-64-00		EM Mgmt FED COVID It SERVER	\$2,894.86
			Switch Hardware, ESA Replacement	
	Total B12218087			\$2,894.86
49170	B12219011	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	EM - IT Eq			
	001-000-193-525-60-35-00		EM Mgmt FED COVID-tools & Eq	\$3,254.74
			3 ea Surface Pro	
	Total B12219011			\$3,254.74
	Total 49170			\$20,093.55
Total SHI International Corp.				\$20,093.55
Sound Publishing Inc.				
49171	ECH904945	8/5/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	August 2020 Service			
	001-000-240-558-60-41-75		Advertising-Long range planning	\$186.60
			Lawson Hills MPD	
	Total ECH904945			\$186.60
49171	ECH906223	8/19/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	August 2020 Service			
	001-000-240-558-51-41-75		CD-Permit. Reimb. Adv	\$138.30
			ADU Permit	
	Total ECH906223			\$138.30
49171	ECH906225	8/19/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	August 2020 Service			
	001-000-240-558-51-41-75		CD-Permit. Reimb. Adv	\$134.85
			ADU Permit	
	Total ECH906225			\$134.85

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
	49171	8/19/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	ECH906304			
		August 2020 Service		
		001-000-137-514-21-41-75	Advertising	\$186.60
		Adv Council Vacancy		
	Total ECH906304			\$186.60
	49171	8/26/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	ECH906791			
		August 2020 Service		
		001-000-240-558-60-41-75	Advertising-Long range planning	\$134.85
	Total ECH906791			\$134.85
	Total 49171			\$781.20
	Total Sound Publishing Inc.			\$781.20
	Steven W. Crawford			
	49172	8/26/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	08262020 SWC			
		8/26/2020 Service		
		001-000-151-515-91-41-03	Public Defense-Conflict Rep.	\$250.00
	Total 08262020 SWC			\$250.00
	49172	9/3/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	09032020 SWC			
		9/03/2020 Service		
		001-000-151-515-91-41-03	Public Defense-Conflict Rep.	\$500.00
	Total 09032020 SWC			\$500.00
	Total 49172			\$750.00
	Total Steven W. Crawford			\$750.00
	Troy Suzuki			
	49173	8/26/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	08262020 TS			
		PD - Refund CPL Fee		
		001-000-210-322-90-00-00	Gun Permits and Fingerprinting	\$18.00
		633-000-400-389-30-00-00	CPL Fees for DOL - Firearms EFT	\$18.00
		633-000-500-389-30-00-00	CPL Fees for WSP/FBI - Fingerprint	\$13.25
	Total 08262020 TS			\$49.25
	Total 49173			\$49.25
	Total Troy Suzuki			\$49.25

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
U.S. Postal Service (Black Diamond)				
	49180	9/4/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	09302020 USPO BD			
	P O Box Rental			
	001-000-180-518-50-45-01		Postage Meter Rental & Maint.	\$318.00
			Rental through 09/2021	
	Total 09302020 USPO BD			\$318.00
	Total 49180			\$318.00
	Total U.S. Postal Service (Black Diamond)			\$318.00
VenTek International				
	49174	9/1/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	122972			
	August 2020 Service			
	001-000-270-576-80-41-02		Venvue Pay Station	\$90.00
	Total 122972			\$90.00
	Total 49174			\$90.00
	Total VenTek International			\$90.00
Washington State Patrol				
	49175	9/2/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	I21001045			
	August 2020 Service			
	001-000-214-521-20-42-02		WSP Access	\$66.25
			Background Checks	
	Total I21001045			\$66.25
	Total 49175			\$66.25
	Total Washington State Patrol			\$66.25
Washington State Treasurer				
	49176	8/31/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
	08312020 WST			
	August 2020 Court Remittance			
	633-000-200-589-30-00-00		Court Fees for WA State Treasurer	\$12,895.12
			Court Remittance	
	Total 08312020 WST			\$12,895.12
	Total 49176			\$12,895.12
	Total Washington State Treasurer			\$12,895.12

Vendor	Transaction Number Transaction Reference Account Number	Invoice Date	Fiscal Description Name Title	Void Amount
Washington Tractor				
	49177 2180589	8/20/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		Cem - Supplies 001-000-280-536-20-31-02	Cemetery Operating Supplies	\$46.02
	Total 2180589			\$46.02
	Total 49177			\$46.02
	Total Washington Tractor			\$46.02
Water Management Laboratories, Inc.				
	49178 187348	8/18/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		August 2020 Service 401-000-000-534-80-41-02	Water Testing and Sampling	\$48.00
	Total 187348			\$48.00
	Total 49178			\$48.00
	Total Water Management Laboratories, Inc.			\$48.00
Williams Scotsman, Inc.				
	49179 8078348	9/1/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		September 2020 Rent 001-000-254-518-20-45-01 CD Modular Rental	Facilities-Bldg Rental/Modspace	\$3,454.55
	Total 8078348			\$3,454.55
	49179 8078349	9/1/2020	2020 - September - 2nd September Batch for 09.17.2020 Council	
		September 2020 Rent 001-000-248-518-20-45-01 MDRT Modular Rental	MDRT-Bldg Rental-Modspace	\$1,958.05
	Total 8078349			\$1,958.05
	Total 49179			\$5,412.60
	Total Williams Scotsman, Inc.			\$5,412.60
	Vendor Count	42	Grand Total	\$471,565.31



Register

Fiscal: 2020

Deposit Period: 2020 - September, 2020 - August

Check Period: 2020 - September - Early 2nd September, 2020 - September - Void Batch for 09.17.2020 Council, 2020 - September - 2nd

September Batch for 09.17.2020 Council, 2020 - August - Aug EFT Batch for 09.24.2020 Council, 2020 - August - Early 4th August Batch

Number	Name	Print Date	Clearing Date	Amount
Columbia Bank				
Check				
<u>49136</u>	Black Diamond Community Center	8/26/2020		\$35,750.00
<u>49137</u>	Enumclaw Auto Rebuild Inc.	8/31/2020		\$3,034.30
<u>49138</u>	City of Lake Forest Park	9/8/2020		\$550.56
<u>49139</u>	2 Watch Monitoring, Inc.	9/18/2020		\$637.50
<u>49140</u>	ADT Security Services (PA)	9/18/2020		\$50.04
<u>49141</u>	Automatic Wilbert Vault Co., Inc.	9/18/2020		\$771.50
<u>49142</u>	CallTower, Inc.	9/18/2020		\$1,729.17
<u>49143</u>	CHS/Cenex	9/18/2020		\$1,926.01
<u>49144</u>	Clair Kintanar	9/18/2020		\$120.00
<u>49145</u>	Columbia Ford, Inc	9/18/2020		\$75,242.60
<u>49146</u>	Enumclaw School District	9/18/2020		\$234,166.37
<u>49147</u>	FCS Group	9/18/2020		\$15,925.00
<u>49148</u>	Fugate Ford	9/18/2020		\$67.77
<u>49149</u>	GC Systems, Inc.	9/18/2020		\$408.83
<u>49150</u>	Gina Johnson	9/18/2020		\$36.72
<u>49151</u>	Home Depot Credit Service	9/18/2020		\$261.05
<u>49152</u>	Ixtla Malagon	9/18/2020		\$150.00
<u>49153</u>	Johnsons Home & Garden	9/18/2020		\$27.13
<u>49154</u>	Justin Boisjolie	9/18/2020		\$1.75
<u>49155</u>	King County Finance - Mental Health	9/18/2020		\$333.17
<u>49156</u>	King County Finance - Wastewater Treat Div.	9/18/2020		\$55,619.91
<u>49157</u>	King County Prosecuting Attorney	9/18/2020		\$182.05
<u>49158</u>	L.N. Curtis & Sons	9/18/2020		\$94.32
<u>49159</u>	Madrona Law Group LLC	9/18/2020		\$29,920.96
<u>49160</u>	Mountain View Fire & Rescue	9/18/2020		\$2,025.50
<u>49161</u>	Northwest Parking Equipment Co.	9/18/2020		\$119.46
<u>49162</u>	O'Brien, Barton, & Hopkins, PLLP	9/18/2020		\$3,000.00
<u>49163</u>	Office Products Nationwide	9/18/2020		\$512.52
<u>49164</u>	Orkin Commercial Services	9/18/2020		\$127.74
<u>49165</u>	Rasmussen Wire Rope & Rigging Co	9/18/2020		\$803.73
<u>49166</u>	Regional Animal Services of King County	9/18/2020		\$45.00
<u>49167</u>	RH2 Engineering Inc.	9/18/2020		\$5,099.63
<u>49168</u>	Scott Hanis	9/18/2020		\$9.89
<u>49169</u>	Severson's Building Maintenance	9/18/2020		\$1,600.00
<u>49170</u>	SHI International Corp.	9/18/2020		\$20,093.55

Number	Name	Print Date	Clearing Date	Amount
<u>49171</u>	Sound Publishing Inc.	9/18/2020		\$781.20
<u>49172</u>	Steven W. Crawford	9/18/2020		\$750.00
<u>49173</u>	Troy Suzuki	9/18/2020		\$49.25
<u>49174</u>	VenTek International	9/18/2020		\$90.00
<u>49175</u>	Washington State Patrol	9/18/2020		\$66.25
<u>49176</u>	Washington State Treasurer	9/18/2020		\$12,895.12
<u>49177</u>	Washington Tractor	9/18/2020		\$46.02
<u>49178</u>	Water Management Laboratories, Inc.	9/18/2020		\$48.00
<u>49179</u>	Williams Scotsman, Inc.	9/18/2020		\$5,412.60
<u>49180</u>	U.S. Postal Service (Black Diamond)	9/18/2020		\$318.00
<u>EFT Payment 8/04/2020 8:49:26 AM - 1</u>	U.S. Postal Service (Black Diamond)	8/4/2020		\$283.82
<u>EFT Payment 8/11/2020 8:48:53 AM - 1</u>	Merchant Card Services / Vantive Holding, LLC	8/11/2020		\$183.62
<u>EFT Payment 8/20/2020 8:49:51 AM - 1</u>	US Bank Equipment Finance	8/20/2020		\$1,692.30
<u>EFT Payment 8/24/2020 8:47:23 AM - 1</u>	First Bankcard	8/24/2020		\$13,094.77
<u>EFT Payment 8/24/2020 8:50:20 AM - 1</u>	Washington State Department of Revenue	8/4/2020		\$5,718.05
<u>EFT Payment 8/7/2020 8:48:19 AM - 1</u>	Invoice Cloud	8/7/2020		\$161.10
<u>V49069</u>	Maple Valley Royal Towing	9/18/2020		(\$135.75)
			Total Check	\$531,898.08
			Total	\$531,898.08
			Grand Total	\$531,898.08

City of Black Diamond

Payroll Register August 2020

Number	Name	Fiscal Description	Amount
19999	Paper Paycheck	2020 - August - Month End	\$5,262.67
20000	BD Police Officers Association	2020 - August - Month End	\$960.00
20001	City of Black Diamond Flex	2020 - August - Month End	\$290.00
20002	Joseph Kaufman	2020 - August - Month End	\$147.40
20003	Minnesota Child Support Payment Ctr	2020 - August - Month End	\$455.00
20004	Teamsters Local 117	2020 - August - Month End	\$1,750.82
20005	Trusteed Plans Service CP LTD	2020 - August - Month End	\$158.26
20006	Western States Police Medical	2020 - August - Month End	\$600.00
August 2020 Aflac	Aflac	2020 - August - Month End	\$166.53
August 2020 Draw	Payroll Vendor	2020 - August - Month End	\$54,213.80
August 2020 Draw EC	Payroll Vendor	2020 - August - Month End	\$1,693.60
August 2020 DRS: DCP	DOR - Deferred Comp	2020 - August - Month End	\$8,020.41
August 2020 DRS: Ret	Dept of Retirement Systems	2020 - August - Month End	\$48,359.71
August 2020 ESD	Employment Security Dept	2020 - August - Month End	\$571.35
August 2020 Fed Taxes	City of Black Diamond Taxes	2020 - August - Month End	\$72,248.69
August 2020 L&I	Dept of Labor and Industries	2020 - August - Month End	\$4,175.49
August 2020 Medical Ins	AWC Employee Benefit Trust	2020 - August - Month End	\$58,941.67
August 2020 Month End	Payroll Vendor	2020 - August - Month End	\$135,654.25
August 2020 PFML	PFML Emp. Security Dept	2020 - August - Month End	\$726.17
			\$394,395.82

BLACK DIAMOND CITY COUNCIL MINUTES
Council Meeting of September 3, 2020
Virtual Meeting Via Zoom

CALL TO ORDER, FLAG SALUTE:

Mayor Benson called the regular meeting to order at 7:00 p.m. and led us all in the Flag Salute.

ROLL CALL:

PRESENT: Councilmembers Oglesbee, Wisnoski, de Leon, and Paige.

ABSENT: Councilmember Stout (excused)

Staff present: Barb Kincaid, Community Development Director; Jamey Kiblinger, Police Chief; David Linehan, City Attorney; Seth Boettcher, Public Works Director; and Brenda L. Martinez, City Clerk/HR Manager.

AGENDA REVIEW AND APPROVAL:

Councilmember Deady **moved** to adopt the agenda; **second** Councilmember de Leon. Motion **passed** with all voting in favor (4-0).

APPOINTMENTS, ANNOUNCEMENTS, PROCLAMATIONS AND PRESENTATIONS:

- 1) **Proclamation** – Childhood Cancer Awareness Month
- 2) **Proclamation** – National Recovery Month

CONSENT AGENDA:

Councilmember Deady **moved** to adopt the Consent Agenda; **second** Councilmember Oglesbee. Motion **passed** with all voting in favor (4-0). The Consent Agenda was approved as follows:

- 3) **Claim Checks** – September 3, 2020 Check No. 49094 through 49135 in the amount of \$245,997.91
- 4) **Minutes** – Special Meeting of July 30, 2020, and Council Meeting of August 20, 2020

PUBLIC COMMENTS:

Written comments received are included with the minutes for this meeting.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS:

- 5) **AB20-063A** – Ordinance Amending BDMC Section 8.24.220 Relating to Moorage and Anchorage Restrictions on Lake Sawyer

Mayor Benson addressed this item with Council and noted that the time would be dusk to dawn and suggested striking the wording after permission.

Councilmember de Leon **moved** to adopt Ordinance No. 20-1148, amending Black Diamond Municipal Code Section 8.24.220 of the Black Diamond Municipal Code related to moorage and living on vessels on Lake Sawyer; providing for severability; and establishing an effective date and inserting the words dusk to dawn in subsection I and striking the words after” permission” also in subsection I ; **seconded** by Councilmember Deady.

There was Council discussion regarding safety on the lake and the correct venue to discuss crowd control and lake safety. It was suggested to hold a work session on this and to also talk with the Chief.

Vote: Motion **passed** with all voting in favor (4-0)

NEW BUSINESS:

- 6) **AB20-064** – Resolution Authorizing Addendum to SCORE Agreement for Inmate Housing

Chief Kiblinger reported on this agenda item.

Councilmember Deady **moved** to adopt Resolution No. 20-1380 authorizing the Mayor to execute an addendum to our SCORE Agreement for inmate housing; **second** Councilmember Paige. Motion **passed** with all voting in favor (4-0).

- 7) **AB20-065** – Resolution Authorizing Contract with Parametrix, Inc for a Traffic Impact Facilities Plan and a Traffic Impact Fee Analysis

Public Works Director Boettcher briefed Council on this item.

Councilmember de Leon **moved** to adopt Resolution No. 20-1381, authorizing the Mayor to sign the professional service contract with Parametrix in the amount of \$78,851 for Traffic Impact Facilities Plan and a Traffic Impact Fee Analysis and to appropriate \$20,000 of additional funds from Real Estate Excise Tax; **second** Councilmember Wisnoski. Motion **passed** with all voting in favor (4-0).

- 8) **AB20-066** – Ordinance Amending 2020 Salary Schedule to Add the Senior Planner as a Funded Position

Community Development Director Kincaid reported on this agenda item.

There was Council discussion with the focus being Councilmember support for this position.

Councilmember Deady **moved** to adopt Ordinance No. 20-1149 amending the 2020 Salary Schedule as adopted by Ordinance No. 20-1137 to reflect budgeting and hiring of a Senior Planner for the Community Development Department; **second** Councilmember de Leon. Motion **passed** with all voting in favor (4-0).

DEPARTMENT REPORTS:

Community Development – Ms. Kincaid shared with Council stats regarding revenue received this year in the Community Development Department. She briefed Council on the permits received and issued. She discussed the status for commercial development on highway 169 and noted there is a lot going on within the city. She stated the goal is to do it well and mitigate for transportation and environmental impacts and be true to the Comprehensive Plan and design guidelines. She updated Council on the park plan and noted they received an application for the MultiCare building.

Police – Chief Kiblinger gave the department's mid-year update. She shared that recruitment for the second Sergeant position is underway, the police cars that were ordered have arrived and are being outfitted and a new speed sign has been ordered to replace the one that was stolen. She reported that the Marine classes through state parks will be held in September and two officers will be attending in Olympia to be marine certified. She reported on two significant cases they are working on, rape of a child and homicide in Pacific. She also shared that DV calls are up 75% since last year. She thanked our Police Reserve officers for the many hours they have put in and gave and thanked Kevin for the work on the evidence room. She discussed DUI calls and the volume of calls being about the same as last year.

Fire - Chief Smith reported that two new recruit career firefighters will be attending the academy, a new Deputy Chief will begin on Oct 1 and she comes from Tukwila Fire. The department will be administering a Captain's test in October to establish new two-year list. He reported on the phone conference with staff and consultant of the fire study. He noted that with this three-day weekend they expect to have multiple people on the river and are gearing up for that if called out. He shared that the 12 plex in Ten Trails now has twenty-four security as there are no sprinklers installed yet. He updated Council on the pre-built meeting regarding the new fire truck and suggested that the Lake Sawyer safety concerns go to the Public Safety Committee.

Public Works – Public Works Director Boettcher reported that the cottonwood piles are scheduled for removal the last week in September. He shared that water sales are up 7% above projections, sewer revenue is 15% ahead of projections. He noted it is maintenance time for his department and they are busy on looking for signs of illicit discharge on outfalls, vactoring catch basins, right of way cleaning for site distance on roadways, prep work for chip seal projects. He shared that park use is very high and the skate park will be shut down as the sub structure has failed in certain areas. He noted that temporary fencing will be used during the closure to keep citizens out so the repairs can be made.

Gym bids for HVAC are in and he noted he will email a more comprehensive list happenings in his department to the Councilmembers.

MAYOR'S REPORT:

Mayor Benson reported attending the SCA Mayor's check-in and SCA Mayor's caucus and the SCA Networking session.

COUNCIL REPORTS:

Councilmember Wisnoski reported attending the Public Safety Committee meeting where they discussed future space planning as the city grows. He stressed that everyone be safe on the holiday weekend and he briefly touched on the email about Cascade Paranormal working in the cemetery.

Councilmember Deady asked to have the Clerk put on the calendar for them to attend to see what exactly would be happening.

Councilmember Wisnoski continued with his report and asked people to frequent our businesses both new and old and again reminded everyone to take care and be safe this weekend.

Councilmember Stout - absent

Councilmember de Leon reported attending the Planning and Public Works Committee meetings and noted that as we move forward it is important to plan for those higher-level positions as we grow. She commented that it was great Council passed the additional senior planner position and to think about those other positions that might be needed too. She shared that students and teachers are going back to school and teachers and the workforce is having to adapt to a new way of learning and asked that we all show grace until teachers can come back and teach in person. She also added looking forward to continuing her conversations with staff.

Councilmember Paige reported attending the Finance Committee meeting and echoed fellow Councilmembers comments. He noted again that there is a safety issue on the lake, and it will be good to get input from everyone involved and would also like to be of that decision-making process. He noted Lake Sawyer is our one lake and we need to make it a desirable place to everyone. He commented that this weekend will be busy and it being a stress test for the lake and looks forward to seeing the marine patrol out there to keep it safe.

Councilmember Deady reported attending the Planning and Public Works Committee meetings. She commented that it would be best for lake safety issues to go to the Public Safety Committee first and then go to a work session of the full council. She commented on seeing a lot of people getting pulled over on Lawson Street and noted that some seem

to think it's a racetrack. She is glad to hear the wood piles will be picked up at the end of the month and will share this with residents. She noted that Brock runs the gym for the city and will be back to help with securing and installing the equipment from the \$5,000 grant funding the city received. She is excited to see the parks plan coming up and noted the TDR program takes up a lot of time. She thanked Chief Smith for use of their tables for the Community Center garage sale.

Councilmember Oglesbee reported attending the Planning and Public Safety Committee meetings. She shared that there will be a car show on Monday at the Eagles and encouraged citizens to get out and support the community and business. She expressed for everyone to be safe and to check in on your neighbors. She stated that people need to be aware of river activity and don't drink and drive, call a friend. She is looking forward to working on the parks plan and the safety at Lake Sawyer.

Councilmember Deady asked if Station 98 is being affected by lake parking. Chief Smith noted he hadn't heard anything.

Councilmember Oglesbee suggested having a time limit on parking by the Bakery and businesses on Railroad Avenue.

ATTORNEY REPORT:

City Attorney Linehan brought to the Council's attention that parking restrictions are something within the Public Works Director's authority. They can be worked through committees and then handled administratively, or Council could choose to adopt an ordinance imposing parking restrictions. He discussed the Traffic Impact Fee Study and shared that they are working on an impact fee ordinance, so it is ready to go as soon as the study is completed. He proposed adding an item to the September 17 agenda, as one quirk of the TDR program is that a particular type of TDR appeal needs to go to Council as it cannot be done administratively. He shared that Council would hold a closed record appeal hearing and then vote on how to handle it. He added that staff is working on a report to provide the Council with an analysis and would like to have it added to the September 17 agenda. There was Council consensus to move forward with this item on September 17th.

Councilmember Deady discussed the parking in old town by the museum regarding seeing how to get more parking spots. She stated that it might be nice to partner with the Eagles to help maintain their gravel area as overflow parking and suggested the city reaching out to the Eagles on this.

EXECUTIVE SESSION: None

ADJOURNMENT:

Councilmember Deady **moved** to adjourn the meeting; **second** Councilmember de Leon. Motion **passed** with all voting in favor (4-0).

The meeting ended at 8:27 p.m.

ATTEST:

Carol Benson, Mayor

Brenda L. Martinez, City Clerk

DRAFT

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT:		Agenda Date: September 17, 2020 AB20-067
Closed Record Appeal Hearing – CCD Black Diamond Partners, LLC	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source:	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Staff Report		
SUMMARY STATEMENT:		
<p>City Attorney Linehan and Community Development Director Kincaid will address Council on this.</p> <p>The Black Diamond City Council will convene this closed-record hearing to consider an appeal filed April 6th, 2020 by CCD Black Diamond Partners, LLC to correct the number of transferrable development rights (TDRs) available under the Development Rights Certificate (DRC) No. 09122017KOM01 for Parcel No. 1121069051. The Black Diamond City Council will not be soliciting public comments and there will be no opportunity for public testimony at this hearing.</p>		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: Closed Record Appeal Hearing		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2020		



CITY OF BLACK DIAMOND

Physical Address: 24301 Roberts Drive
Mailing Address: PO Box 599
4501
Black Diamond, WA 98010
www.ci.blackdiamond.wa.us

Phone: (360) 851-4500
Fax: (360) 851-

<p>In Re:</p> <p>Development Rights Certificate Appeal for Parcel No. 1121069051</p>	<p>STAFF REPORT AND RECOMMENDATION TO THE CITY COUNCIL</p>
--	---

A. Background

In 2017, the City issued a Development Rights Certificate (“DRC”) for 36 Transferrable Development Rights (“TDRs”) to William Kombol, et al. for Parcel 1121069051 (“Parcel”). This DRC was subsequently transferred to CCD Black Diamond Partners LLC (“Oakpointe”) pursuant to a private commercial transaction.

The original DRC was based on a survey indicating that the area of the Parcel is 3.00 acres; however, upon further review, Oakpointe believes the parcel is in fact larger, closer to 3.75 acres. Furthermore, the Parcel was zoned Community Commercial prior to January 1, 2004, which means, pursuant to BDMC 19.24.030.C, that it should have 12 TDRs per acre (“Parcels zoned community commercial prior to January 1, 2004, shall have three TDRs transferable for each one-fourth acre within the TDR sending area.”). Accordingly, Oakpointe has now requested that the City issue a revised DRC for this Parcel increasing the TDRs available from 36 to 45.

B. Appeal Process

Per BDMC 19.24.070, parcel owners may dispute the number of development rights available for transfer through an administrative appeal process. Under this appeal process, the City Council must approve any revision to the number of TDRs associated with a DRC. The City Council’s decision is made following a closed-record hearing held by the Council, based on a report and recommendation from the city administrator or his/her designee.

This Staff Report constitutes the report described in BDMC 19.24.070.D. The City Council must make its determination based on the record materials submitted by the appellant. The Council may consider the recommendations in this Staff Report in making its determination whether to increase the number of TDRs available for transfer from the Parcel. If the Council approves the appellant’s request, it shall order the issuance of a revised DRC reflecting the correct number of TDRs.

C. Oakpointe's Appeal of the DRC for Parcel No. 1121069051

On October 28, 2019, Oakpointe submitted a request to the Community Development Director to reissue a DRC for Parcel No. 1121069051 to correct the number of TDRs available for transfer based on a previous survey error. The Community Development Director rejected this request on March 18, 2020, because the Director determined that she lacked jurisdiction to alter the number of development rights stated on a DRC for a particular parcel. As the Director noted, such authority lies with the City Council pursuant to BDMC 19.24.070.A. The Director's decision constituted a final action by the City under the TDR program, thus triggering Oakpointe's right of appeal. Oakpointe timely appealed this decision in writing on April 6, 2020. *See* BDMC 19.24.070.B (appeal must be filed with City clerk within 21 calendar days of the final action being appealed).

In accordance with the requirements of BDMC 19.24.070.C, Oakpointe submitted the following documentation to support its appeal:

- Exhibit A – DRC Decision email from Barbara Kincaid, dated March 18, 2020
- Exhibit B – Development Right Certificate for 36 TDRs, dated September 21, 2017, issued to William Kombol, et al.;
- Exhibit C – Transfer of Development Right Certificate dated September 28, 2017, from William Kombol to CCD Black Diamond Partners, LLC;
- Exhibit D – “Exhibit A Legal Description” included with original City of Black Diamond Development Right Certificate Application, showing drawing of Parcel No. 1121069051;
- Exhibit E – Axis Survey of Parcel No. 1121069051, dated January 7, 2009, marked “PRELIMINARY” and showing parcel area size as plus/minus 3.75 acres;
- Exhibit F – City of Black Diamond Zoning Map, dated January 15, 1981, showing Parcel No. 1121069051 zoned Community Commercial;
- Exhibit G – City of Black Diamond Development Rights Certificate Application
- Exhibit H – Legal Description for Parcel No. 1121069051;
- Exhibit I – Copy of the Statutory Warranty Deed, dated November 21, 2018;
- Exhibit J – Title Report for Parcel No. 1121069051;
- Exhibit K – City of Black Diamond Final Letter of Notification for Parcel No. 1121069051;
- An appeal letter dated April 6, 2020, which included the name, address, and phone number of the property owner for the parcel(s) affected by the appeal, and which identified the decision being appealed, the alleged error in the appealed decision, the facts that are the basis for the appeal, the legal basis for the appeal, and the requested relief. The appeal was signed by the owners of record for the affected parcel, all as required by BDMC 19.24.070.C; and
- Appropriate appeal fee (\$487.00), per the City's fee resolution.

In addition to the foregoing documents submitted by the appellant, the following additional information was requested and reviewed by staff in preparing the recommendations in this report:

- Axis Survey of Parcel No. 1121069051, marked “FINAL” and stamped and signed by the licensed surveyor; and

- King County “iMap” online Parcel Viewer, visited on or about August 10, 2020 to confirm acreage of Parcel No. 1121069051 per King County Assessor records.

All of the exhibits and other documents and information identified above constitute the record for this administrative appeal. Copies of the exhibits listed above are attached to this Staff Report for the Council’s convenience.

D. Recommended Findings and Conclusions

It appears that the original DRC was issued in error based on an incorrect estimate of the area contained within the Parcel. Rather than 3.00 acres, the Axis Survey, which is signed and stamped by a licensed professional engineer, reveals that the true area of the Parcel is 3.75 acres, plus or minus. It has also been confirmed that the Parcel lies within the Community Commercial zone within a designated TDR sending area, and thus would be eligible to transfer three TDRs per one-quarter acre to an eligible receiving area parcel, assuming the other requirements of the TDR program are complied with. BDMC 19.24.030.

Upon review of the materials provided by appellant, specifically the final Axis Survey of the Parcel, and outside verification of the parcel size per King County Parcel Viewer (which lists the acreage as 3.71 acres), it is staff’s recommendation that the City grant the appeal and issue a revised Development Right Certificate to CCD Black Diamond Partners, LLC, to include 45 available TDRs (3.75 acres x 12 TDRs per acre = 45 TDRs).

Dated: September 9, 2020.



Barbara Kincaid
Community Development Director
By designation of the Mayor/City Administrator

April 6, 2020

Brenda Martinez
City Clerk
City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Barbara Kincaid
Community Development Director
City of Black Diamond
24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

RE: Administrative Appeal of Denial of CCD Black Diamond Partner LLC's Request for Development Right Certificate for King County Parcel No. 1121069051

Dear Ms. Martinez and Ms. Kincaid,

On behalf of CCD Black Diamond Partners LLC ("Oakpointe") and pursuant to Black Diamond Municipal Code ("BDMC") Subsection 19.24, we are submitting this administrative appeal in response to Ms. Kincaid's email of March 18, 2020 denying our request for a new Development Right Certificate ("DRC") for King County Parcel No. 1121069051 for 45 Transferable Development Rights ("TDRs") (email attached as Exhibit A). As described below, Oakpointe believes that 45 TDRs are available on Parcel No. 1121069051 and renews its request for a DRC for 45 TDRs. Pursuant to BDMC 19.24.070.C, this appeal is timely because it is filed within twenty-one calendar days of receipt of Ms. Kincaid's email.

In 2017, the City issued a DRC for 36 TDRs to William Kombol et al. for King County Parcel No. 1121069051. (See Exhibit B: Development Right Certificate for 36 TDRs, dated September 21, 2017, issued to William Kombol et al., recorded under King County Recording No. 20171003000132.) On September 28, 2017, William Kombol et al., transferred ownership of the DRC to CCD Black Diamond Partners LLC. (See Exhibit C: Transfer of Development Right Certificate, dated September 28, 2017, from William Kombol et al., to CCD Black Diamond Partners LLC, recorded under King County Recording No 20170928001756.)

Oakpointe believes that the original DRC for 36 TDRs was issued based on a document that showed the parcel area as three acres. (See Exhibit D: "Exhibit A Legal Description" of Parcel No. 1121069051 attached to the DRC application William Kombol submitted in 2017, showing parcel area as three acres.) Oakpointe has determined that Parcel No. 1121069051 is, in fact, 3.75 acres.

(See Exhibit E: Axis Survey of Parcel No. 1121069051, dated January 7, 2009, showing parcel area as plus/minus 3.75 acres.)

Furthermore, Parcel No. 1121069051 was zoned Community Commercial prior to January 1, 2004. (See Exhibit F: City of Black Diamond Zoning Map, dated January 15, 1981, showing Parcel 1121069051 zoned Community Commercial.) BDMC 19.24.030.C states that parcels “zoned community commercial prior to January 1, 2004, shall have three TDRs transferable for each one-fourth acre within the TDR sending area.” Since Parcel No. 1121069051 was zoned Community Commercial prior to January 1, 2004 and is 3.75 acres, Oakpointe believes that the parcel is entitled to 45 TDRs (3.75 acres x 12 TDRs per acre = 45 TDRs).

In summary, Oakpointe renews its request that the City replace the existing DRC for 36 TDRs with a new DRC for 45 TDRs. In support of our request and pursuant to BDMC 19.24.060.D, Oakpointe provides the following documents to support our request for a new DRC:

Exhibit G: City of Black Diamond (TDR) Development Right Certificate Application. This document includes the following information required by code:

- i) Name and address of the parcel owner;
- ii) Acknowledgment of intent to grant to the City of Black Diamond a conservation easement in a form provided by the city permanently restricting development uses to those allowed by the remaining development rights attached to the parcel, if any, and preserving the parcel's environmental/resource value;
- iii) A description of any changes in the parcel (development, dredging, clearing, etc.) occurring since the final letter of notification was issued; and
- iv) Acknowledgement of intent to grant a fee simple deed to the parcel or a public trail easement, if bonus development rights are requested.

Exhibit H: Legal Description for Parcel No. 1121069051

Exhibit I: Copy of the Statutory Warranty Deed, dated November 21, 2018, 2018, recorded under King County Recording No. 20181129000522

Exhibit J: Title Report for Parcel No. 1121069051

Exhibit K: City of Black Diamond Final Letter of Notification for Parcel No. 1121069051

In accordance with the requirements of BDMC 19.24.070.C, Oakpointe provides the following information:

Parcel Owner:	CCD Black Diamond Partners LLC
Parcel Owner Address:	3025 112 th Avenue NE Suite 100 Bellevue, WA 98004
Parcel Owner Telephone Number:	(425) 898-2100

Oakpointe has also appended a check to this letter in the amount of \$487.00 to cover the fee for an administrative appeal. Thank you for your assistance. If you have any questions regarding this appeal, please do not hesitate to give us a call at (425) 898-2100.

Sincerely,



Brian Ross
CCD Black Diamond Partners LLC

Exhibit A

Development Right Certificate Decision from Barb Kincaid, dated March 18, 2020

From: [Barbara Kincaid](#)
To: [Justin Wortman](#)
Cc: [Megan Nelson](#)
Subject: RE: DRC request Parcel Number 1121069051
Date: Wednesday, March 18, 2020 11:55:14 AM

Hello Justin,

I am writing in response to Oakepointe's request, dated October 28, 2019, for a new DRC assigning 45 TDRs for a parcel (1121069051) that was previously issued and transferred to CCD Black Diamond Partners, LLC for that same parcel for 36 TDRs. The letter explains with full documentation that the 36 TDRs were assigned in error because the survey used to calculate them was inaccurate.

After reviewing this request, I am unable to fulfill your request. Black Diamond Municipal Code (BDMC) 19.24.070 provides that when the number of development rights identified as available for transfer from a parcel is disputed, the path for review and resolution is to request an administrative appeal. Here is a link to the City's online code:

<http://www.ci.blackdiamond.wa.us/citycode/index.html>

If, after reading the steps laid out in City code, you have further questions about how to proceed – please do not hesitate to contact me for more information.

Sincerely,
Barb Kincaid, Community Development Director
City of Black Diamond
(360) 851-4528

Exhibit B

Development Right Certificate for 36 TDRs Issued to William Kombol et al.

Instrument Number: 20171003000132 Document: CERT Rec: \$76.00 Page
Record Date: 10/3/2017 9:19 AM
King County, WA



Return Address:
City of Black Diamond
Community Development
P.O. Box 599
Black Diamond, WA 98010

20171003000132
CERTIFICATE Rec: \$76.00
10/3/2017 9:19 AM
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)**

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. Development Right Certificate Recording Notice 2. _____
3. _____ 4. _____

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document
1. City of Black Diamond
2. _____
Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document
1. Bill Kombol Et. Al.
2. _____
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
SE 1/4 OF SEC 11-21-6
Additional legal is on page 2 of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned
1121069051

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of

Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Instrument Number: 20171003000132 Document: CERT Rec: \$76.00 Page-1
Record Date: 10/3/2017 9:19 AM King County, WA

Development Rights Certificate Recording Notice

**For Recording by the
King County Recorders Office
Recording Number _____**

City of Black Diamond
Notice of Issuance of Certificate of Transferable Development Rights

Transfer of Development Rights Certificate Number: 09122017KOM01

The City of Black Diamond issued a Certificate of Development Rights to:

Bill Kombol Et. Al.
30533 234th Ave SE
Black Diamond WA 98010

on September 12, 2017.

This certificate was issued for this tax parcel as follows:

Tax Parcel Number
1121069051

Number of Development Rights
36

A legal description is included in Attachment A.

The City of Black Diamond requests that the King County Recorder record this notice with the deed(s) of all parcels identified above. If you have questions, please call Andy Williamson, Black Diamond Community Development Director, at (360) 886-5700.

Thank you for your service.



City of Black Diamond Authorized Signature

9/21/17
Date

Instrument Number: 20171003000132 Document: CERT Rec: \$76.00 Page: 1
Record Date: 10/3/2017 9:19 AM King County, WA

Attachment A: Legal Description

POR OF SE 1/4 LY ELY OF P S H # 5 & WLY OF BLACK DIAMOND-
RAVENSDALE RD # 391 LESS N 795 FT THOF LESS C/M RGTS

Unofficial Copy

Exhibit C

**Transfer of Development Right Certificate from William Kombol et al. to CCD Black
Diamond Partners LLC**

Instrument Number: 20170928001756 Document:TDR Rec: \$82.00 Page
Record Date:9/28/2017 4:08 PM
King County, WA



20170928001756

TRANSFER OF DEVELOPMENT RIGHTS Rec: \$82.00
9/28/2017 4:08 PM
KING COUNTY, WA

E2892003

EXCISE TAX AFFIDAVITS
9/28/2017 4:08 PM KING COUNTY, WA
Selling Price:\$160,000.00
Tax Amount:\$2,675.00

WHEN RECORDED RETURN TO:
Aleana Harris
Alston, Courtnage & Bassetti LLP
1420 Fifth Avenue, Suite 3650
Seattle, WA 98101-4011

Unofficial Copy

DOCUMENT TITLE(S)
Development of Right Certificate

GRANTOR(S):
Joseph Zumek, a married individual
Arthura E. Zumek, a married individual
Kirk Luthi, a single individual
Sharon Luthi, a single individual
James Kuzaro
Steven A. Beck, a married individual
Debra Beck, a married individual
William J. Kombol, a married individual
Jennifer Kombol, a married individual

This document filed for record by
Fidelity National Title Major Accounts as
an accommodation only. It has not been
examined as to its effect upon the title.

20374412 9/28

GRANTEE(S):
CCD Black Diamond Partners LLC, a Delaware limited liability company

TRUSTEE(S):

ABBREVIATED LEGAL DESCRIPTION: PTN SE 1/4 STR 11-21-06E TAX LOT 9051

TAX PARCEL NUMBER(S): 1121069051



City of Black Diamond
P.O. Box 599
24301 Roberts Drive
Black Diamond, Washington 98010
(360) 886-2560 Fax (360) 886-2592

DEVELOPMENT RIGHT CERTIFICATE
ISSUED PURSUANT TO CITY OF BLACK DIAMOND MUNICIPAL CODE CHAPTER 19.24

This Certificate represents the availability of 36 Transferable Development Rights (TDR's) that are available for transfer to a TDR Receiving Area Parcel from the following TDR Sending Area Parcel No. 1121069051.

The legal description for this parcel as identified by the King County Assessor is:

POR OF SE 1/4 LY ELY OF P S H # 5 & WLY OF BLACK DIAMOND-RAVENSDALE RD # 391 LESS N 795 FT THOF LESS C/M RCTS

This Certificate authorizes the listed number of TDR's to be sold or transferred to an eligible TDR Receiving Area Parcel. No transfer of this Certificate shall be valid unless transferred in accordance with the provisions of the City of Black Diamond TDR Program.

Issued to the legal owners of the sending parcel:

Name William Kombol et. al.

Issue Date 09/12/2017

Exp. Date 09/12/2022

Address 30533 234th Ave SE

Black Diamond WA 98010

CITY OF BLACK DIAMOND

By *Chris Benson* Date 9/7/2017
City Administrator

FOR VALUE RECEIVED, Certificate Owner hereby sells and transfers 36 Transferable Development Rights unto CCD Black Diamond Partners LLC, said rights represented by this Development Right Certificate, and does hereby irrevocably appoint City of Black Diamond to enter said transfer information into the TDR Program Database.

Dated this 28 day of September, 2017.

See attached Schedule I.

Certificate Owner

STATE OF WASHINGTON
COUNTY OF _____

}
} SS.
}

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 20____.

NOTARY PUBLIC in and for the State of Washington.
Appointment expires _____

FOR TRANSFER OF LESS THAN THE TOTAL NUMBER OF DEVELOPMENT RIGHTS, THIS CERTIFICATE MUST BE SURRENDERED TO CITY OF BLACK DIAMOND AND NEW CERTIFICATES ISSUED.

FOR SALE OF ANY NUMBER OF DEVELOPMENT RIGHTS, THE BUYER AND SELLER MUST NOTIFY THE CITY IN WRITING OF THE DATE OF TRANSFER AND THE NAME AND ADDRESS OF THE NEW CERTIFICATE OWNER.

**SCHEDULE 1
TO DEVELOPMENT RIGHT CERTIFICATE**

Joseph Zumek
Joseph Zumek, a married individual

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Joseph Zumek, a married individual, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day of SEPTEMBER 2017, at SEASIDE, Washington, the certificate above written.

Shelley Kay Arnold
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 5-1-18



Arthura E. Zumek
Arthura E. Zumek, a married individual

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Arthura E. Zumek, a married individual, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day of SEPTEMBER 2017, at SEASIDE, Washington, the certificate above written.

Shelley Kay Arnold
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 5-1-18



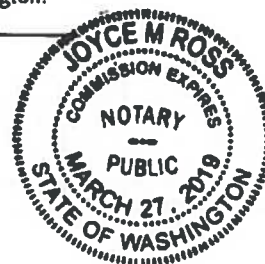
Kirk Luthi
Kirk Luthi, a ~~married~~ individual
single

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kirk Luthi, a married individual, is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Joyce M Ross
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 3/27/19



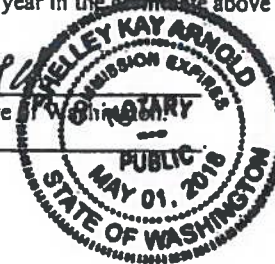
Sharon Luthi
Sharon Luthi, a ~~married~~ individual
single

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Sharon Luthi, a married individual, is the person who appeared before me, and said person acknowledgment that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Shelley Kay Arnold
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 5-1-18



James Kuzaro
James Kuzaro

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that James Kuzaro, is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Shelley Kay Arnold
NOTARY PUBLIC for the State of Washington
Appointment expires 5-1-18



COPY

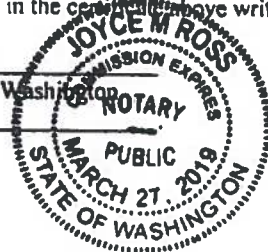
Steven A. Beck
Steven A Beck, a married individual

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Steven A. Beck, is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Joyce M. Ross
NOTARY PUBLIC in and for the State of Washington
Appointment expires 3/27/19



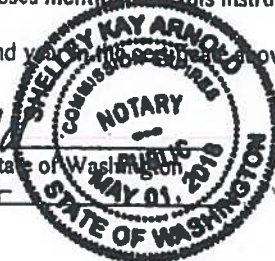
Debra Beck
Debra Beck, a married individual

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Debra Beck, a married individual, is the person who appeared before me, and said person acknowledgment that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Shelley Kay Arnold
NOTARY PUBLIC in and for the State of Washington
Appointment expires 5-1-18



William J. Kombol, a married individual

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that William J. Kombol, is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Shelley Kay Arnold
NOTARY PUBLIC in and for the State of Washington
Appointment expires 5-1-18



J. H. Kombol
Jennifer Kombol, a married individual

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Jennifer Kombol, a married individual, is the person who appeared before me, and said person acknowledgment that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

Shelley Kay Arnold
NOTARY PUBLIC in and for the State of Washington
Appointment expires 5-1-18



EXHIBIT "A"

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN PHS #5, RENTON TO ENUMCLAW BRANCH, AND BLACK DIAMOND-RAVENSDALE ROAD, COUNTY SURVEY NO. 391;

LESS THE NORTH 795.0 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Unofficial Copy

Exhibit D

**“Exhibit A Legal Description” Exhibit to William Kombol’s DRC Application Showing
Area as 3 Acres**

Legal Description: #112106-9051

EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN PHS #5, RENTON TO ENUMCLAW BRANCH, AND BLACK DIAMOND-RAVENSDALE ROAD, COUNTY SURVEY NO. 391;

LESS THE NORTH 795.0 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Tax Parcel # 112106-9051

PARCEL MAP

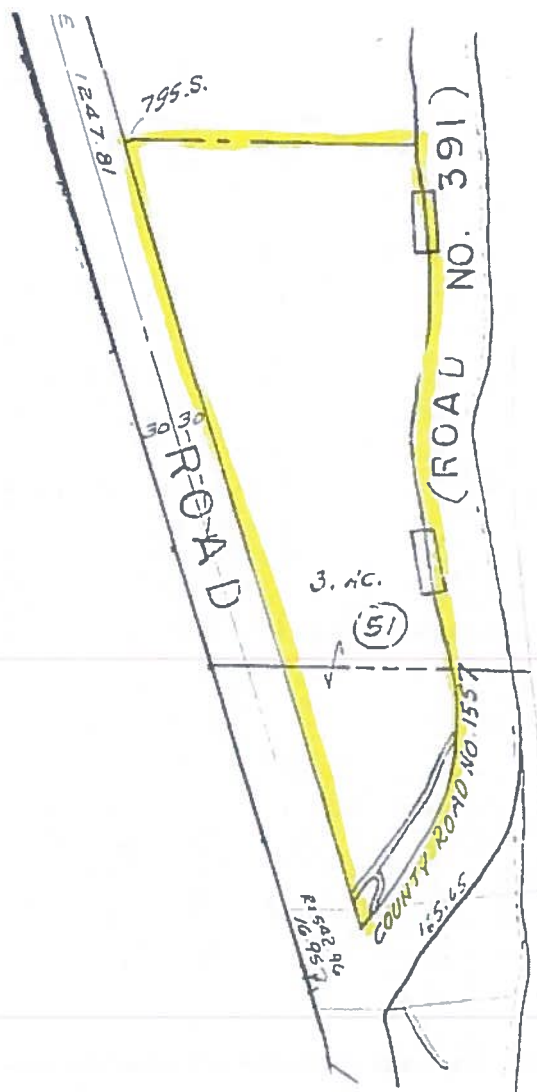
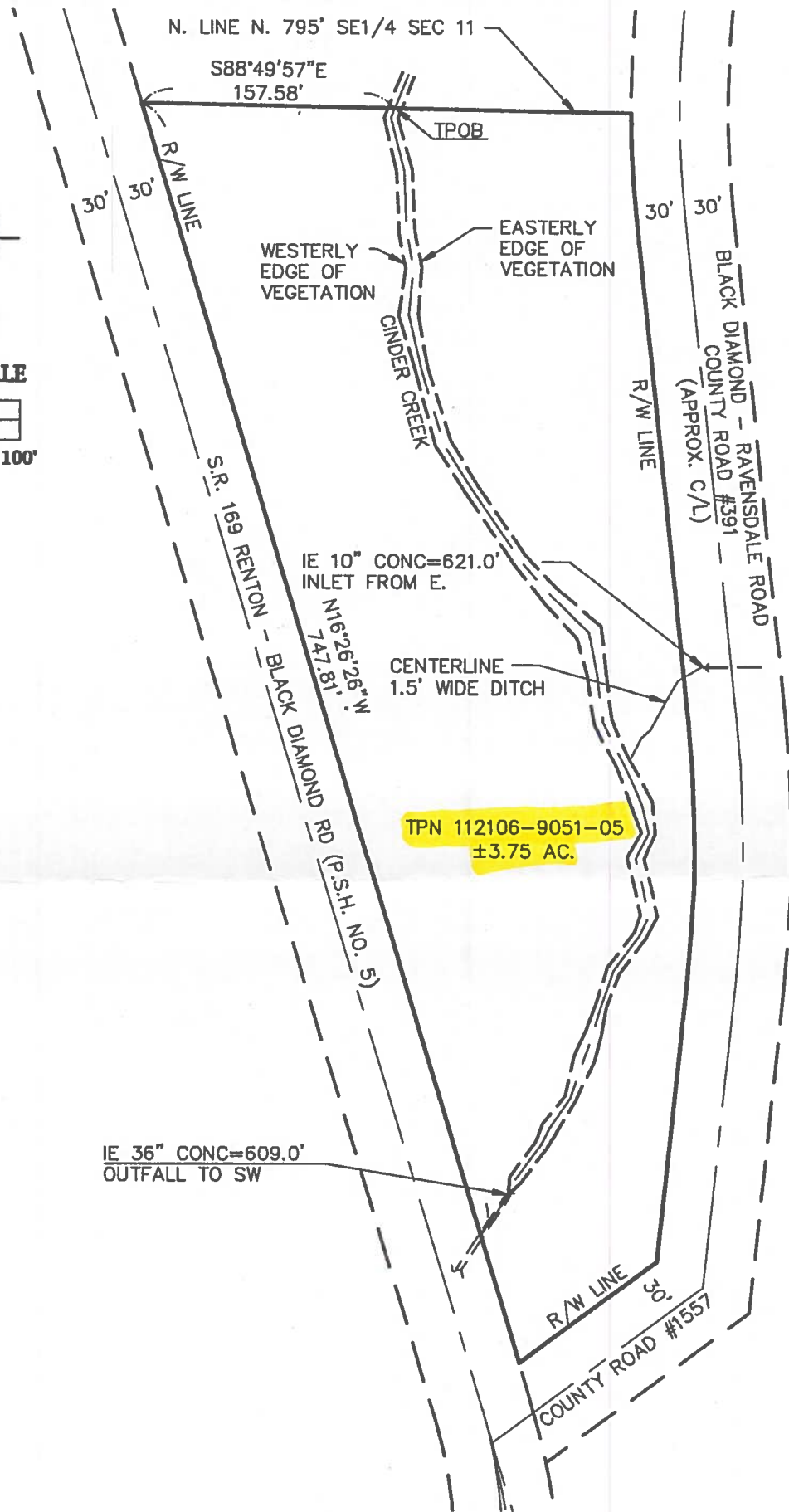
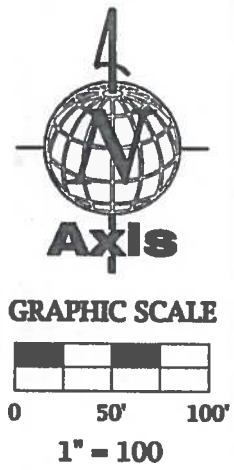


Exhibit E

Axis Survey of Parcel No. 1121069051 Showing Area as 3.75 Acres

ORDINARY HIGH WATER - EXHIBIT



PRELIMINARY

NW 1/4, SE 1/4, SEC. 11, TWP. 21N., RGE. 6E., W.M.
COUNTY OF KING, STATE OF WASHINGTON

	<h1>Axis</h1> Survey & Mapping	www.axismap.com	
		JOB NO. 08-110	DATE 1/7/09
		DRAWN BY TJO	CHECKED BY MTSE
		SCALE 1"=100'	SHEET 1 OF 1
		13005 NE 126th PL KIRKLAND, WA 98034 TEL. 425.823-5700 FAX 425.823-6700	

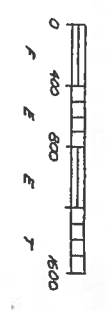
Exhibit F

City of Black Diamond Zoning Map

CITY OF BLACK DIAMOND - ZONING MAP
ORDINANCE NO. 235

ADOPTED:
 by PLANNING COMMISSION
 by CITY COUNCIL
 Mayor *William B. Smith*

Dec. 2, 1980
 Jan. 15, 1981
 Attest: *Robert W. Nunn*
 CITY CLERK



	COMMUNITY COMMERCIAL		CITY LIMITS (1980)
	LIGHT INDUSTRIAL/COMM. L.		CITY LIMITS (FUTURE)
	MIN. LOT PER DNG. UNIT		SECTION CORNERS
	VERY LOW DENSITY		
	LOW DENSITY		
	MED. LOT PER DNG. UNIT		
	MEDIUM DENSITY		
	HIGH LOT PER DNG. UNIT		
	HIGH DENSITY		

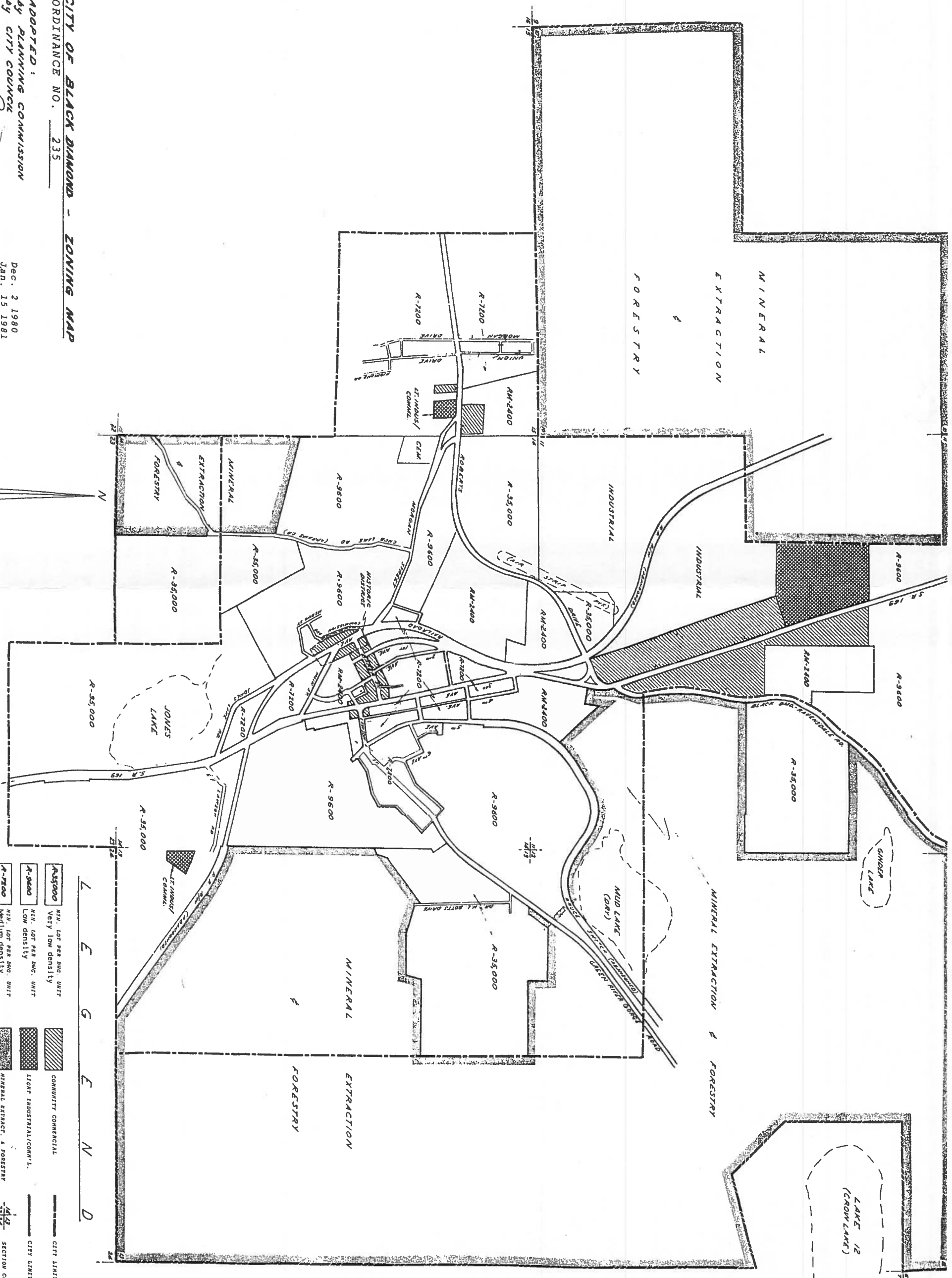


Exhibit G

City of Black Diamond (TDR) Development Right Certificate Application

**CITY OF BLACK DIAMOND
(TDR) DEVELOPMENT RIGHT CERTIFICATE APPLICATION**

Tax Parcel #: 1121069051

Owner Name: CCD Black Diamond Partners LLC		Phone#: (425) 898-2100
Mailing Address: 3025 112th Avenue NE, Suite 100	City/St/Zip: Bellevue, WA 98004	
Owner Name:		Phone#:
Mailing Address:	City/St/Zip:	
Owner Name:		Phone#:
Mailing Address:	City/St/Zip:	

Number of Development Rights you wish to certify for possible transfer: 45

Describe any changes made or further study done to the property (dredging, clearing, development, wetland/stream study, etc) to the property since the Final Letter of Notification was issued:

No changes

Initial the following acknowledgements (*A and D must be initialed or your application will not be processed*):

A A) I/we acknowledge my/our intent, at the time we sell or otherwise transfer the development rights for which a Development Right Certificate (DRC) is issued, to grant to the City of Black Diamond a conservation easement permanently restricting development uses on the above parcel to those allowed by the remaining development rights attached to the parcel, if any, and preserving the parcel's environmental/resource value;

B B) I/we request that the City consider issuing bonus density rights and/or expanding the base development right allocation on the above parcel.

C C) If bonus development rights are requested, I/we intend to grant to the City a fee simple deed to the parcel for a public trail easement. (Initial's required to be considered for bonus density.)

D D) I/we acknowledge that upon issuance of the DRC a notice will be recorded which indicates issuance of the DRC and sets forth the number of development rights that have been certified for transfer.

E E) I/we acknowledge that all information in this application will become public record and will be accessible to the public for inspection and copying.

All owners of record or their representative(s) must sign below.

CCD Black Diamond Partners LLC, a Delaware limited liability company

Name By: Oakpointe LLC, its Manager Name

Title By:  Title

Name Brian Ross, Manager Name

Title Title

Exhibit H

Legal Description for Parcel No. 1121069051

Parcel No. 1121069051

Legal Description

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN PHS #5, RENTON TO ENUMCLAW BRANCH AND BLACK DIAMOND-RAVENSDALE ROAD, COUNTY SURVEY NO. 391;

LESS THE NORTH 795.0 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

Exhibit I

Copy of Statutory Warranty Deed

Record Date: 11/29/2018 1:58 PM
King County, WA



20181129000522

WARRANTY DEED Rec: \$108.00
11/29/2018 1:58 PM
KING COUNTY, WA

WHEN RECORDED RETURN TO:
Alston, Courtnage & Bassetti LLP
1420 Fifth Avenue, Suite 3650
Seattle, Washington 98101-4011
Attn: Aleana W. Harris

E2963931

EXCISE TAX AFFIDAVITS
11/29/2018 1:58 PM KING COUNTY, WA
Selling Price: \$165,000.00
Tax Amount: \$2,942.00

Recorded at the request of
FIDELITY NATIONAL TITLE
MAJOR ACCOUNTS

Order # 20374412 @/108

Document Title: STATUTORY WARRANTY DEED

Grantor: Joseph Zumek, Arthura E. Zumek, Kirk Luthi, James Kuzaro, Steven A. Beck, Debra Beck, William J. Kombol, and Jennifer Kombol

Grantee: CCD Black Diamond Partners LLC

Legal Description:

Abbreviated Legal Description: Portion of Southeast Quarter of Section 11, Township 21 North, Range 6E Tax Lot 9051

Full Legal Description: See Exhibit A attached.

Assessor's Tax Parcel Nos.: 112106 9051

Reference Nos. of Documents Released or Assigned: Not applicable.

STATUTORY WARRANTY DEED


JOSEPH ZUMEK and ARTHURA E. ZUMEK, a married couple, as to an undivided 25% interest, KIRK LUTHI, a single person, as his separate estate, and JAMES KUZARO, a married person, who was a single person on October 31, 1991, the date of acquiring title, as his separate estate, as to an undivided 25% interest, STEVEN A. BECK, who acquired title as Steven J. Beck, and DEBRA BECK, a married couple, as to an undivided 25% interest and WILLIAM J. KOMBOL and JENNIFER KOMBOL, a married couple, as to an undivided 25% interest, all as tenants in common (collectively, the "Grantor") for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, convey and warrant to CCD BLACK DIAMOND PARTNERS LLC, a Delaware limited liability company, the real estate situated in the County of King, State of Washington, legally described on attached Exhibit A.

Subject, however, to the exceptions to title more specifically set forth on Exhibit B attached hereto and incorporated herein by this reference.

Unofficial Copy

DATED: November 21, 2018.

GRANTOR:




JOSEPH ZUMEK, a married person




ARTHURA E. ZUMEK, a married person



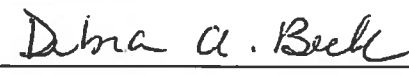
KIRK LUTH, a single person, as his separate estate



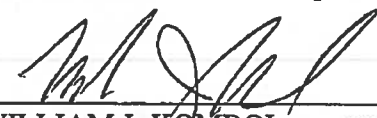
JAMES KUZARO, a married person, who was
a single person on October 31, 1991, the date of
acquiring title, as his separate estate



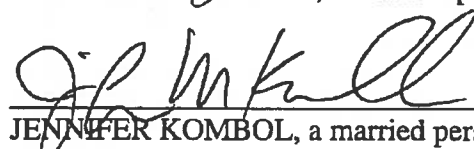
STEVEN A. BECK, a married person



DEBRA BECK, a married person



WILLIAM J. KOMBOL, a married person

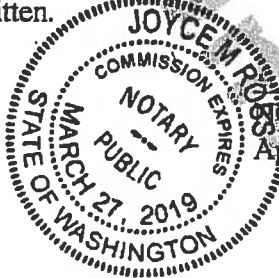


JENNIFER KOMBOL, a married person

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Joseph Zumek**, is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.


WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

 Joyce M Ross
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 3/27/19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Arthura E. Zumek** is the person who appeared before me, and said person acknowledgment that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

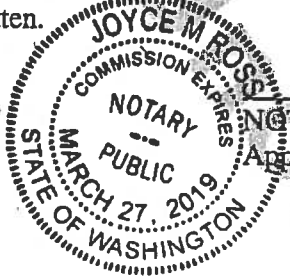
WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

 Joyce M Ross
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 3/27/19

STATE OF WASHINGTON)
) ss.
COUNTY OF LING)

I certify that I know or have satisfactory evidence that **Kirk Luthi** is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

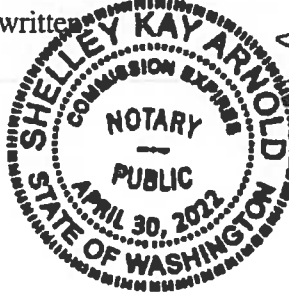


Joyce M Ross
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 3/27/19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **James Kuzaro** is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Shelley Kay Arnold
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 4/30/22

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Steven A. Beck** is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Joyce M. Ross
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 3/27/19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Debra Beck** is the person who appeared before me, and said person acknowledgment that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.

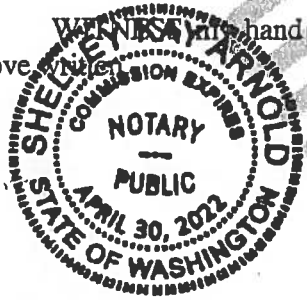


Joyce M. Ross
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 3/27/19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **William J. Kombol** is the person who appeared before me, and said person acknowledgment that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Shelley Karpf
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 4/30/22

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Jennifer Kombol** is the person who appeared before me, and said person acknowledgment that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year in the certificate above written.



Joyce M Ross
NOTARY PUBLIC in and for the State of Washington.
Appointment expires 3/27/19

EXHIBIT A

Legal Description

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING BETWEEN PHS #5, RENTON TO ENUMCLAW BRANCH, AND BLACK DIAMOND-RAVENSDALE ROAD, COUNTY SURVEY NO. 391;

LESS THE NORTH 795.0 FEET THEREOF;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Official Copy

EXHIBIT B

Exceptions to Title

1. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PACIFIC TELEPHONE AND TELEGRAPH COMPANY
PURPOSE: ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEM
AREA AFFECTED: A PORTION OF SAID PREMISES
RECORDED: APRIL 16, 1923
RECORDING NO.: 1726627

2. RESERVATIONS BY THE NORTHERN PACIFIC RAILROAD COMPANY AS DISCLOSED BY DEED RECORDED MAY 4, 1890, UNDER RECORDING NO. 299084, AS FOLLOWS:

RESERVING AND EXCEPTING FROM SAID LANDS SO MUCH OR SUCH PORTIONS THEREOF AS ARE OR MAY BE MINERAL LANDS OR CONTAIN COAL OR IRON, AND ALSO THE USE AND THE RIGHT AND TITLE TO THE USE OF SUCH SURFACE GROUND AS MAY BE NECESSARY FOR MINING OPERATIONS, AND THE RIGHT OF ACCESS TO SUCH RESERVED AND EXCEPTED MINERAL LANDS, INCLUDING LANDS CONTAINING COAL OR IRON FOR THE PURPOSE OF EXPLORING, DEVELOPING AND WORKING THE SAME.

EFFECT OF QUIT CLAIM DEED RECORDED JULY 8, 1998 UNDER RECORDING NO. 9807080969.

EFFECT OF QUIT CLAIM DEED RECORDED DECEMBER 30, 1997 UNDER RECORDING NO. 9712301135.

EFFECT OF STATEMENT OF CLAIM OF MINERAL INTEREST RECORDED DECEMBER 24, 2011 UNDER RECORDING NO. 20011224001383.

3. DEVELOPMENT RIGHT CERTIFICATE AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: SEPTEMBER 28, 2017
RECORDING NO.: 20170928001756

4. DEVELOPMENT RIGHTS CERTIFICATE RECORDING NOTICE AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: OCTOBER 3, 2017
RECORDING NO.: 20171003000132

Unofficial Copy

Exhibit J

Title Report for Parcel No. 1121069051

SUBDIVISION

Issued By:



Fidelity National Title
Insurance Company

Guarantee/Certificate Number:

20401629-SC

FIDELITY NATIONAL TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Oakpoint

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Fidelity National Title Insurance Company

By:

President

Fidelity National Title Company of Washington, Inc.
600 University Street, Suite 2424
Seattle, WA 98101

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

<p>ISSUING OFFICE:</p> <p>Title Officer: Marc Wise Fidelity National Title Company of Washington, Inc. 600 University Street, Suite 2424 Seattle, WA 98101 Phone: 2062626291 Fax: 206-262-6292 Main Phone: (206)628-2822 Email: Marc.Wise@fnf.com</p>
--

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$350.00	\$35.35

Effective Date: October 4, 2019 at 12:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

CCD Black Diamond Partners LLC, a Delaware limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"
Legal Description

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 6 EAST, W.M.,
IN KING COUNTY, WASHINGTON, LYING BETWEEN PHS #5, RENTON TO ENUMCLAW BRANCH, AND BLACK
DIAMOND-RAVENSDALE ROAD, COUNTY SURVEY NO. 391;

LESS THE NORTH 795.0 FEET THEREOF.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON

[PARCEL MAP](#)

SCHEDULE B

GENERAL EXCEPTIONS

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof

SPECIAL EXCEPTIONS

1. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2019
Tax Account No.: 112106 9051
Levy Code: 0905
Assessed Value-Land: \$228,600.00
Assessed Value-Improvements: \$0.00

General and Special Taxes:

Billed: \$2,174.11
Paid: \$1,087.06
Unpaid: \$1,087.05

2. Liability for Sewer Treatment Capacity Charges, if any, affecting certain areas of King, Pierce and Snohomish Counties. Said charges could apply to property connecting to the metropolitan sewerage facilities or reconnecting or changing its use and/or structure after February 1, 1990.
Please contact the King County Wastewater Treatment Division, Capacity Charge Program, for further information at 206-296-1450 or Fax No. 206-263-6823 or email at CapChargeEscrow@kingcounty.gov.

* A map showing sewer service area boundaries and incorporated areas can be found at:
<http://www.kingcounty.gov/services/gis/Maps/vmc/Utilities.aspx>

Unrecorded Sewer Capacity Charges are not a lien on title to the Land.

NOTE: This exception will not appear in the policy to be issued.

3. Reservations and exceptions contained in the deed:

Grantor: Northern Pacific Railroad Company
Recording No.: [299084](#)

Reserving and excepting from said Lands so much or such portions thereof as are or may be mineral lands or contain coal or iron, and also the use and the right and title to the use of such surface ground as may be necessary for ground operations and the right of access to such reserved and excepted mineral lands, including lands containing coal or iron, for the purpose of exploring, developing and working the land.

Effect of Quit Claim Deed recorded December 30, 1997 under Recording No. [9712301135](#).

Effect of Quit Claim Deed recorded July 8, 1998 under Recording No. [9807080969](#).

Effect of Statement of Claim of Mineral Interest recorded December 24, 2011 under Recording No. [20011224001383](#).

The Company makes no representations about the present ownership of these reserved and excepted interests.

SCHEDULE B

(continued)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: The Pacific Telephone and Telegraph Company
Purpose: Telephone Poles
Recording Date: April 16, 1923
Recording No.: [1726627](#)
Affects: Portion of said premises and other property

5. Development Right Certificate and the terms and conditions thereof:

Recording Date: September 28, 2017
Recording No.: [20170928001756](#) .

6. Development Right Certificate Recording Notice and the terms and conditions thereof:

Recording Date: October 3, 2017
Recording No.: [20171003000132](#) .

7. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

8. Any unrecorded leaseholds, right of vendors and holders of security interests on personal property installed upon the Land and rights of tenants to remove trade fixtures at the expiration of the terms.

END OF SCHEDULE B

Exhibit K

City of Black Diamond Final Letter of Notification for Parcel No. 1121069051



CITY OF BLACK DIAMOND

24301 Roberts Drive
PO Box 599
Black Diamond, WA 98010

Phone: (360) 886-2560
Fax: (360) 886-2592
www.ci.blackdiamond.wa.us

FINAL LETTER OF NOTIFICATION

October 29, 2009

William Kombol
For: Zumek, Luthi, Kuzaro, ET. Al. Tax Parcel # 112106-9051
30533 - 234th Ave. S.E.
Black Diamond, WA 98010

Subject: Final Notice of Transferable Development Rights for Parcel #112106-9051

Dear Mr. Kombol,

This letter is a final notice identifying the number of transferable development rights available to you pursuant to Chapter 19.24 of the Black Diamond Municipal Code.

The most current estimate indicates that there are 39 development rights, including any bonus, available from this parcel. This number may differ from prior estimates due to adjustments made since the preliminary estimate was prepared. **Please note that since this is an estimate, you are not vested to this number for real estate transactions or any other purpose.**

If you agree with this number and wish to sell or transfer some or all of your development rights, please contact the City Hall number above for an application for a Development Rights Certificate for these rights. This certificate authenticates the final number of development rights and authorizes their use in real estate transactions. Also, if you agree, your name and number of development rights will be placed on a city register available to developers who are seeking to obtain development rights for their projects. They may be in contact with you to purchase these rights.

If you do not agree with this number of development rights, you can appeal to the Black Diamond City Council in accordance with Section 19.24.070 of the Municipal Code. To appeal, you must complete an application (available at City Hall) and include a survey of the property in question that shows alleged dimension error(s) in relation to actual field conditions. The survey must be stamped by a licensed surveyor, authorized to practice in the state of Washington.

The City of Black Diamond welcomes your participation in the TDR Program and is committed to assist you throughout the process. However, since the sale of development rights is based on the confidential disclosure between buyer and seller in the private sector, the City is unable to help in negotiating the purchase, sale, or transfer of development rights. If you would like such assistance, we encourage you to involve a family member, real estate/financial advisor, or perhaps a neighbor who has sold their development rights.

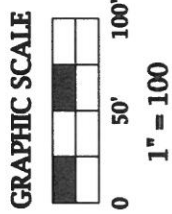
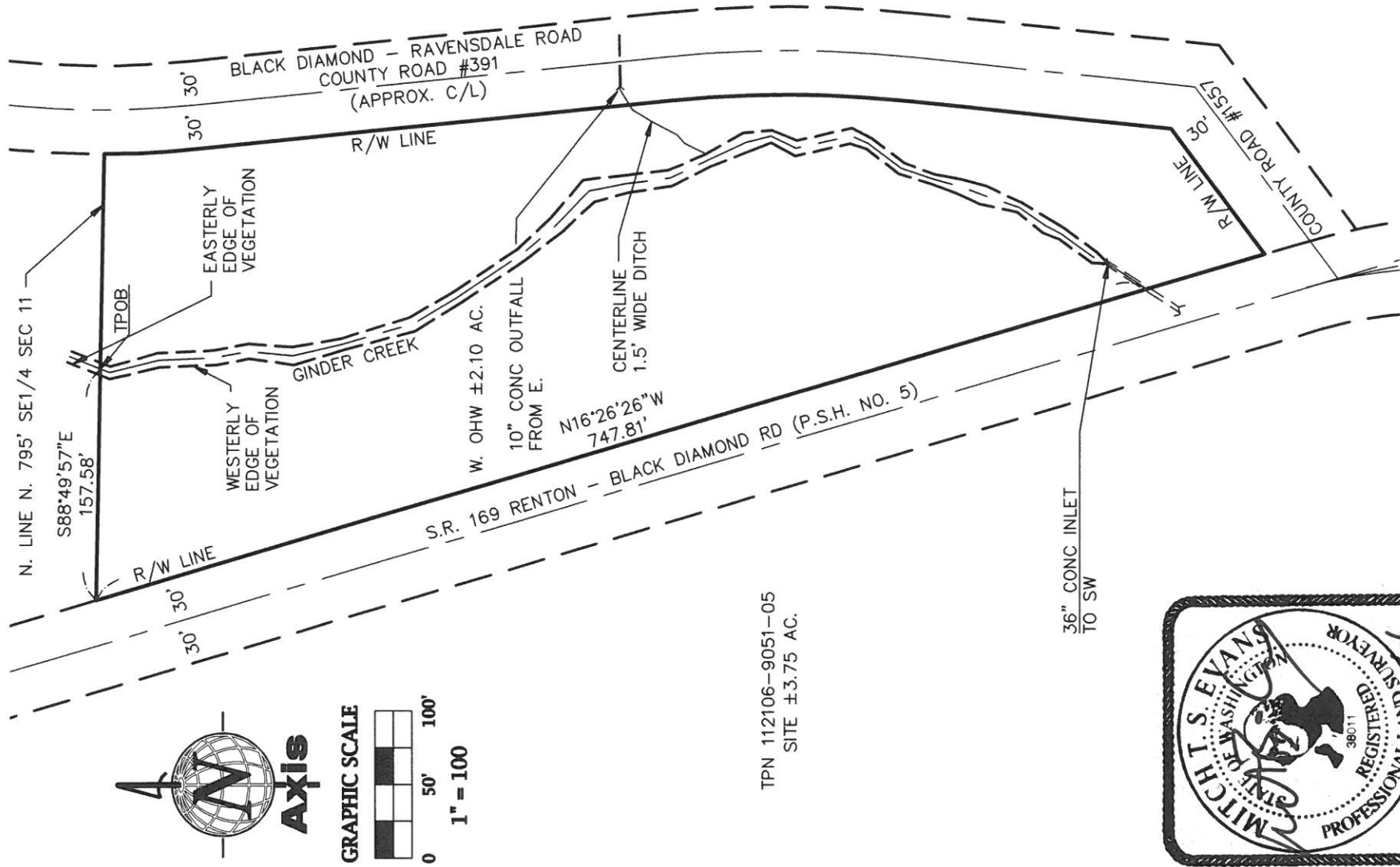
If you have questions or you would like assistance, please call City Hall at 360.886.2560 x220 and talk with Aaron Nix, the City's Natural Resources Director.

Sincerely,

A handwritten signature in black ink that reads "Leonard J. Smith". The signature is written in a cursive style with a large initial "L".

Leonard Smith,
City Administrator
City of Black Diamond

ORDINARY HIGH WATER - EXHIBIT

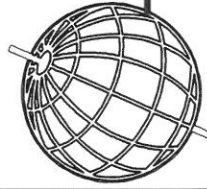


TPN 112106-9051-05
SITE ±3.75 AC.



NW 1/4, SE 1/4, SEC. 11, TWP. 21N., RGE. 6E., W.M.
COUNTY OF KING, STATE OF WASHINGTON

www.axismap.com	
JOB NO. 08-110	DATE 1/14/10
DRAWN BY TJO	CHECKED BY MTSE
SCALE 1"=100'	SHEET 1 OF 1



Axis
Survey & Mapping

13005 NE 126th PL
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT:		Agenda Date: September 17, 2020 AB20-068
Proposed Resolution entering a final decision on an administrative appeal requesting a revision to the number of TDRs available under DRC No. 09122017KOM01, for King County Parcel No. 1121069051	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	X
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	X
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note):	Public Works – Seth Boettcher	
Fund Source:	Court – Stephanie Metcalf	
Timeline:		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Proposed Resolution		
SUMMARY STATEMENT: City Attorney Linehan and Community Development Director Kincaid will be addressing this item.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION:		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1382 entering a final decision on an administrative appeal requesting a revision to the number of transferrable development rights available under DRC No. 09122017KOM01, for King County Parcel No. 1121069051.		
RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2020		

RESOLUTION NO. 20-1382

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, ENTERING A FINAL DECISION ON AN ADMINISTRATIVE APPEAL REQUESTING A REVISION TO THE NUMBER OF TRANSFERRABLE DEVELOPMENT RIGHTS AVAILABLE UNDER DRC NO. 09122017KOM01, FOR KING COUNTY PARCEL NO. 1121069051

WHEREAS, on April 6, 2020, CCD Black Diamond Partners, LLC (“Oakpointe”) filed an administrative appeal to the City Council requesting a correction to the number of transferrable development rights available under Development Rights Certificate (“DRC”) No. 09122017KOM01, for King County Parcel No. 1121069051; and

WHEREAS, the City Council has jurisdiction under BDMC 19.24.070 to hear administrative appeals related to DRCs and to make a final decision whether to correct or revise the number of development rights available under a DRC for a specific parcel; and

WHEREAS, the City Council’s consideration of this appeal constitutes a Type 6 quasi-judicial decision under BDMC 18.08.090.A; and

WHEREAS, pursuant to BDMC 19.24.070.D, City staff have prepared and submitted a report with recommendations for disposition of Oakpointe’s DRC appeal; and

WHEREAS, the City Council held a closed-record appeal hearing on September 17, 2020, to consider the documents submitted by the appellant, the Staff Report and Recommendation to the City Council, and relevant authorities concerning whether the appeal should be granted; and

WHEREAS, being fully advised of the relevant facts and having fully considered the applicable legal standards, the City Council is ready to issue its decision on the pending appeal;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby adopts the Staff Report and Recommendation presented during the closed-record appeal hearing and attached to Agenda Bill AB20-067 as the findings and conclusions of the Council. The Staff Report and all exhibits attached thereto and referenced therein are hereby made part of the record of decision and are incorporated into this Resolution as if fully set forth herein.

Section 2. The City Council concurs with the recommendations of the Staff Report and determines, for the reasons set forth in the Staff Report, that DRC No. 09122017KOM01 should be revised to increase the number of development rights available, from 36 to 45.

Section 3. The City shall issue a corrected DRC to appellant Oakpointe reflecting 45 transferrable development rights on King County Parcel No. 1121069051 as provided in this Resolution.

Section 4. Notice of this decision should be provided to appellant Oakpointe and to any other person who has previously requested to receive a copy of this decision.

Section 4. This Resolution reflects the final decision of the City and takes effect immediately upon passage, pursuant to BDMC 18.08.190. If appellant believes it has been aggrieved by the City Council's decision in this matter, further appeal rights to Superior Court are described in BDMC 18.08.200 and 18.08.230.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17th DAY OF SEPTEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk

CITY COUNCIL AGENDA BILL

City of Black Diamond
Post Office Box 599
Black Diamond, WA 98010

ITEM INFORMATION		
SUBJECT: Grant agreement with King County Department of Community & Human Services, Housing and Community Development for the Morganville South Water Main Replacement project.	Agenda Date: September 17, 2020 AB20-069	
	Mayor Carol Benson	
	City Administrator	
	City Attorney David Linehan	
	City Clerk – Brenda L. Martinez	
	Com Dev – Barb Kincaid	
	Finance – May Miller	
	MDRT/Ec Dev – Andy Williamson	
	Police – Chief Kiblinger	
Cost Impact (see also Fiscal Note): \$358,517 revenue	Public Works – Seth Boettcher	X
Fund Source: CDBG Grant and Water Capital	Court – Stephanie Metcalf	
Timeline: Present through October 31, 2021		
Agenda Placement: <input checked="" type="checkbox"/> Mayor <input type="checkbox"/> Two Councilmembers <input type="checkbox"/> Committee Chair <input type="checkbox"/> City Administrator		
Attachments: Resolution; Grant Agreement; CIP Page; Map		
SUMMARY STATEMENT: Public Works staff applied for a Community Development Block Grant in 2019 and was selected for funding in the amount of \$358,517. This project will replace existing water main on Morgan Dr. (asbestos concrete) and Union Dr. (small corroded iron) with 8” ductile iron water main between Roberts Dr. and Buena Vista Dr. The new main on Union Dr. will also complete an existing gap and allow for the installation of a new fire hydrant. This project will increase fire flow and water quality in the Morganville neighborhood south of Roberts Dr. This project will also include an asphalt overlay on Union and Morgan between Roberts and Buena Vista. King County has requested the City to authorize this agreement via DocuSign electronic signature as this is their new process for agreements. FISCAL NOTE (Finance Department): The estimated costs for this project are \$593,925. The grant from CDBG would cover \$358,517 with the remaining \$235,408 coming from water rate revenues. This project will need to budget additional funds of \$65,925 in the 2021 budget.		
COUNCIL COMMITTEE REVIEW AND RECOMMENDATION: None. Agreement came to staff after the Public Works Committee meeting.		
RECOMMENDED ACTION: MOTION to adopt Resolution No. 20-1383 authorizing the Mayor to execute a grant agreement with the King County Department of Community and Human Services, Housing and Community Development Section of \$358,517 for the distribution and administration of Community Development Block Grant funds for the Morganville South Water Main Replacement project.		

RECORD OF COUNCIL ACTION		
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>
September 17, 2020		

RESOLUTION NO. 20-1383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON EXECUTING A GRANT AGREEMENT WITH KING COUNTY DEPARTMENT OF COMMUNITY AND HUMAN SERVICES, HOUSING AND COMMUNITY DEVELOPMENT FOR THE MORGANVILLE SOUTH WATER MAIN REPLACEMENT PROJECT

WHEREAS, the Morganville South Water Main Replacement project is scheduled and is on the City's Capital Improvement Plan; and

WHEREAS, the City was awarded a \$358,517 King County Community Development Block Grant for the Morganville South Water Main Replacement project; and

WHEREAS, this project will improve the reliability of water service in the Morganville neighborhood south of Roberts Drive;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby accepts Community Development Block Grant funding from the King County Department of Community and Human Services, Housing and Community Development in the amount of \$358,517 to fund the Morganville South Water Main Replacement project;

Section 2. The Mayor is hereby authorized to execute the grant agreement via DocuSign with King County Department of Community and Human Services, Housing and Community Development, a copy of which is attached hereto.

PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 17TH DAY OF SEPTEMBER, 2020.

CITY OF BLACK DIAMOND:

Carol Benson, Mayor

Attest:

Brenda L. Martinez, City Clerk



Department of Community and Human Services
Housing and Community Development Section
(206) 263-9105 TTY Relay: 711

Contractor	<u>City of Black Diamond</u>		
Project Title	<u>Black Diamond Morganville South Asbestos Water Main</u>		
Contract Amount \$	<u>\$358,517</u>		
Contract Start Date:	<u>08/01/2020</u>	Contract End Date	<u>10/31/2021</u>
Termination Date (where applicable):	<u>10/31/2021</u>		
DUNS No. (if applicable)	<u>195690011</u>	SAM No. (if applicable)	<u>5ED09</u>
Federal Taxpayer ID No.	<u>91-6016204</u>		

KING COUNTY HOUSING AND COMMUNITY DEVELOPMENT CONTRACT— 2020

THIS CONTRACT No. 6179601 is entered into by KING COUNTY, a political subdivision of the State of Washington (the "County"), and City of Black Diamond, (the "Contractor"), whose address is 24301 Roberts Drive P.O. Box 599 Black Diamond WA 98010. This Contractor is a local government. Use of the term "Contractor" in this Contract is for ease of reference only and in no respect signifies that the party is a "Contractor" as described in 24 CFR §92.504(c)(4).

WHEREAS, the County is an Urban County recipient of Community Development Block Grant Program (CDBG) funds under the Housing and Community Development Act of 1974, Public Law 93-383 as amended (HCD Act); HOME Investment Partnerships Program (HOME) funds under the National Affordable Housing Act of 1990 Public Law 101-625 as amended (the "NAHA"). The County allocates Regional Affordable Housing Program (RAHP) funds, Homeless Housing and Services Funds (HHSF), , Veterans, Seniors and Human Service Levy (VSHSL) funds and Mental Illness and Drug Dependency (MIDD) funds to low-income housing development capital, infrastructure investment, energy efficiency and science, assistance to the unemployed and/or service projects and Current Expense (CX) funds to housing and community development projects in accordance with adopted County ordinances. The County uses CDBG, HOME, HHSF, RAHP, VSHSL funds and/or CX funds for the purpose of carrying out eligible community development and housing activities under the HCD Act, the NAHA, regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) at 24 Code of Federal Regulations (CFR) Part 570, 24 CFR Part 92, 24 CFR Part 576, and adopted County Ordinances. (All 24 CFR references can be found at <https://www.archives.gov/federal-register/cfr/subject-title-24.html>. All King County code references can be found at http://www.kingcounty.gov/council/legislation/kc_code.aspx);

WHEREAS, an Urban County CDBG Consortium has been established by CDBG Interlocal Cooperation Agreements (CDBG ICAs) or joint agreements between the County and certain municipal corporations (Consortium Cities) within the County covering program years 2017-2019. The CDBG ICAs specify allocation of CDBG funds by the County to those participating jurisdictions for use in accordance with the County Consolidated Housing and Community Development Plan (HCD Plan). The HCD Plan has been adopted by the King County Council, accepted by participating jurisdictions and approved by HUD;

WHEREAS, a HOME Consortium has been established by HOME ICAs between the County and certain HOME Consortium Cities covering 2017-2019, the terms of which specify allocation of HOME

This form is available in alternate formats upon request for persons with disabilities.

funds by the County for use in accordance with the HCD Plan which has been adopted by the King County Council, accepted by participating jurisdictions, and approved by HUD;

WHEREAS, the County desires to award certain funds to the Contractor for use as described in this Contract and as authorized by County ordinance, for the purpose of implementing eligible activities as applicable under the HCD Act, NAHA, HUD regulations, State laws, and/or adopted County ordinances;

WHEREAS, it is appropriate and mutually desirable that the Contractor be designated by the County to undertake such eligible activities, so long as the requirements of the HCD Act, NAHA, HUD Regulations, State law, and County ordinances are adhered to as provided for herein;

WHEREAS, the purpose of this Contract is to provide for cooperation between the County and the Contractor, as the parties in this Contract, in implementing such eligible activities under the laws and regulations that pertain to the funds awarded in this Contract;

WHEREAS, the parties are authorized and empowered to enter into this Contract by one or more of the following: County ordinance, HCD Act, NAHA, Revised Code of Washington (RCW) Chapter 39.34, RCW Chapter 35.21.730 et seq., the Constitution and the enabling laws of the State of Washington;

NOW, THEREFORE, for and in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to abide by the provisions of this Contract.

III Process

INDEX TO CONTRACT

- | | |
|---|---|
| I. Scope of Contract and Incorporation of Exhibits | XXV. Personal Information – Notice of Security Breach |
| II. Duration of Contract | XXVI. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPPA) |
| III. Term of Compliance for Capital Projects | XXVII. Notices |
| IV. Future Support | XXVIII. King County Recycled Product Procurement Policy |
| V. Compensation and Method of Payment | XXIX. Services Provided in Accordance with Law and Rule and Regulation |
| VI. Budget | XXX. Political Activity Prohibited |
| VII. Equipment Purchase, Maintenance and Ownership | XXXI. Miscellaneous Provisions |
| VIII. Contract Amendments | XXXII. Affirmative Marketing |
| IX. Internal Control, Accounting Systems and Audits | XXXIII. Accessibility for Capital Projects |
| X. Maintenance of Records | XXXIV. Labor Standards |
| XI. Evaluations and Inspections | XXXV. Employment Opportunities on Assisted Construction Projects |
| XII. Proprietary Rights | XXXVI. No Benefit to Owners and Developers of Assisted Housing |
| XIII. Corrective Action | XXXVII. Supplanting |
| XIV. Assignment | XXXVIII. Drug Free Workplace Certification and Other Federal Requirements |
| XV. Termination | XXXIX. Constitutional Prohibition |
| XVI. Entire Contract/Waiver of Default | XL. Promissory Note, Deed of Trust and Covenant |
| XVII. Hold Harmless and Indemnification | XLI. Anti-Displacement and Relocation Assistance |
| XVIII. Insurance Requirements - General | XLII. Property Management for Capital Projects |
| XIX. Nondiscrimination and Equal Employment Opportunity | XLIII. Taxes and Licenses |
| XX. Subcontracts and Purchases | XLIV. Procedure in the Event of Casualty/Condemnation for Capital Projects |
| XXI. Nondiscrimination in subcontracting Practices | |
| XXII. Conflict of Interest | |
| XXIII. Board of Directors | |
| XXIV. Confidentiality | |

EXHIBITS ATTACHED HERETO

	Exhibit Name	Amount	Fund Source
I.	Certificates of Insurance/Endorsements		
II.	Black Diamond Morganville Water Main	\$358,517	

I. SCOPE OF CONTRACT AND INCORPORATION OF EXHIBITS**A. Scope**

The Contract between the parties shall consist of the signature page, each Program/Project Exhibit incorporated into the Contract, all matters and laws incorporated by reference herein, and any written amendments made in accordance with the provisions contained herein. The exhibits attached to this Contract as Exhibits I through II are hereby incorporated by this reference. This Contract supersedes any and all former agreements regarding projects described in the attached Project/Program Exhibit(s). If there is a conflict between any of the language contained in this Contract and any of the language contained in any Project/Program Exhibit in this Contract, the language in this Contract shall control, unless the parties affirmatively agree to the contrary in a writing that has been reviewed and approved by the King County Prosecuting Attorney's Office. This Contract shall govern both:

1. Service Projects (human service, planning, program administration and micro-enterprise or supportive services for the homeless); and
2. Capital Projects (acquisition, improvement, and rehabilitation of real property and construction or reconstruction of public infrastructure).

The two types of activities may be included in one Contract as separate Project/Program Exhibit(s) of Services.

B. Mandatory Certifications

The Contractor certifies that it shall comply with the provisions of Sections XIX. Nondiscrimination and Equal Employment Opportunity, XXII. Conflict of Interest and XXX. Political Activity Prohibited of this Contract. If the Contractor is a municipal corporation (other than King County), or Contractor of the State of Washington, King County Code (KCC) chapters 12.16, 12.17 and 12.18 do not apply to the Contractor, but may apply to any subcontractor of the Contractor.

C. Contact Person

King County and the Contractor shall each designate a contact person for each Project/Program Exhibit incorporated in this Contract. All correspondence, reports and invoices shall be directed to the designated contact person. This provision does not, however, supplant or override Section XXVII. Notices.

D. Federal Funds

The term "federal funds" as used herein means CDBG funds and/or HOME funds. The specific types of funds provided under this Contract are specified in the attached Project/Program Exhibit(s).

E. Environmental Review

This section applies to all projects using federal funds that are not exempt under 24 CFR Part 58. Notwithstanding any provision of this contract, the parties hereto agree and acknowledge that this contract does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt of a release of funds from HUD under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned upon King County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review. The Contractor shall not spend any funds on physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance. Violation of this provision shall result in the denial of any funds under this Contract.

Capital Projects using federal funds shall also comply with subsections F, G, H and I.

F. Environmental Policy Act

The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58) and the Federal laws and authorities identified therein. The Contractor shall be solely responsible for the cost of compliance with all such Federal laws and authorities including the cost of preparing plans, studies, reports and the publication of notices that may be required. The Contractor and its subcontractors shall not take any actions inconsistent with 24 CFR Part 58.

G. National Flood Insurance

The use of CDBG and HOME funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to Contractor mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub L. 93-237).

H. Lead Based Paint

The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 United States Code (USC) 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, and R. Generally, these laws prohibit the use of lead-based paint (whenever funds under this Contract are used directly or indirectly for construction, rehabilitation or modernization of residential structures); require elimination of immediate lead-based paint hazards in residential structures; and require notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

I. Environmental Justice

The Contractor shall comply with Presidential Executive Order 12898 requiring identification and mitigation, as appropriate, of disproportionately high and adverse human health or environmental impacts of programs, policies and activities on minority and/or low-income populations.

J. Subrecipient Monitoring

1. First-tier subrecipients shall register in the Central Contractor Registration (CCR), including obtaining a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain the currency of that information. A pass through entity shall be responsible for determining that subrecipients have current CCR registrations prior to making subawards and performing periodic checks to ensure that the subrecipients are updating information as necessary.
2. Recipients shall require each subrecipient to;
 - a. Document at the time of the subaward and disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance (CFDA) number; and
 - b. Provide similar identification in their Schedule of Expenditures of Federal Awards (SEFA) and Form SF-SAC. Additional information, including presentation requirements for the SEFA and SF-SAC, is provided in Appendix VII of the 2009 Supplement (2 CFR Section 176.210).

II. DURATION OF CONTRACT

The terms of this Contract shall be in effect from the Start Date (as defined in the Project/Program Exhibit(s)) or the date of execution of this Contract, whichever is earlier, and shall terminate on the Termination Date specified in each Project/Program Exhibit, unless extended to a later date or terminated earlier, pursuant to the terms and conditions of the Contract.

III. TERM OF COMPLIANCE FOR CAPITAL PROJECTS

The Contractor shall own and operate the project during the Compliance Period as defined in the Program/Project Exhibit.

IV. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

V. COMPENSATION AND METHOD OF PAYMENT

The County shall reimburse the Contractor only for the approved activities specified in each Project/Program Exhibit and the reimbursement amount shall not exceed the amount specified in each Project/Program Exhibit. Reimbursements will be payable in the following manner.

A. Start Date and End Date

Start Dates and End Dates for individual projects shall be specified in each Project/Program Exhibit. Costs incurred before the Start Date will not be reimbursed. Costs incurred after the End Date will not be reimbursed.

B. Submission of Invoices, Supporting Documentation and Reports

The Contractor shall submit an invoice, supporting documentation for costs claimed in the invoice and all reports as specified in each Project/Program Exhibit or the County may not process the invoice. Supporting documentation for costs claimed in the invoice

includes, but is not limited to, purchase orders and bills. The County shall initiate authorization for payment to the Contractor not more than 30 days following the County's approval of a complete and correct invoice, supporting documentation and reports.

C. Final Invoice for Service Projects

The Contractor shall submit its final invoice for each Project/Program Exhibit providing funding for Service Projects within seven business days after the End Date. The Contractor shall submit all outstanding reports for each Project/Program Exhibit providing funding for Service Projects within 30 business days after the End Date.

If the Contractor's final invoices, supporting documentation, and reports are not submitted by the last date specified in this subsection, the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice; provided, however, the County may elect to pay any invoice that is not submitted in a timely manner.

D. Final Invoice for Capital Projects

Unless provided otherwise in the Project/Program Exhibit(s), the Contractor shall submit its final invoice, supporting documentation, and all outstanding reports for each Project/Program Exhibit providing funding for Capital Projects before the End Date specified in the Project/Program Exhibit(s).

If the Contractor's final invoices, supporting documentation, and reports are not submitted by the date specified in this subsection, the County shall be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice; provided, however, the County may elect to pay any invoice that is not submitted in a timely manner.

E. Unspent County Funds

1. After the End Date specified in each Project/Program Exhibit, for individual projects covered by this Contract, the County shall recapture any unexpended funds encumbered under this Contract.
2. During the term of the Contract, the County may, upon agreement with the Contractor, recapture any unexpended funds for reallocation to other Project/Program activities.

Projects using federal funds shall also comply with the following subsections F, G, H and I.

F. Municipal Corporations or State Public Agencies

If the Contractor is a municipal corporation or an agency of the State of Washington, costs for which the Contractor requests reimbursement shall comply with the policies, guidelines, and requirements of 2 CFR Part 225, "Cost Principles For State, Local and Indian Tribal Governments" and the sections of 24 CFR Part 85 "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" identified at OMB Circular A -102 and 24 CFR § 570.502(a) Applicability of Uniform Administrative Requirements, unless otherwise provided in the Project/Program Exhibit(s).

G. Not-for-profit Corporations

If the Contractor is a not-for-profit corporation, costs for which the Contractor requests reimbursement shall comply with, unless otherwise provided in the Project/Program Exhibit(s), the policies, guidelines and requirements of 2 CFR Part 230, "Cost Principles for Non-Profit Organizations," and the sections of 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, identified at 2 CFR Part 215 and 24 CFR § 570.502 (b), Applicability of Uniform Administrative Requirements.

H. Excess Federal Funds

CDBG and/or HOME funds on hand shall not exceed \$5,000 if retained beyond three days unless written approval is received from the County. Any reimbursement in excess of the amount required shall be promptly returned to the County.

I. Program Income

The Contractor shall report all CDBG and HOME Program Income, as defined in 24 CFR §§ 92.2, 92.503 and 570.504(c) and in the ICAs, generated under this Contract for the purposes specified herein or generated through the project(s) funded under this Contract. Program Income is to be reported to the County. Program income shall be returned to the County unless the County specifies that it may be retained by the Contractor. If the County authorizes the Contractor to retain the Program Income to continue or benefit a project(s), the Contractor shall comply with all provisions of this Contract in expending the funds. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to Section II. Duration of Contract or Section XV. Termination.

VI. BUDGET

The Contractor shall apply the funds received from the County under this Contract in accordance with each Project/Program Exhibit including a line item budget, if applicable, set forth in each Project/Program Exhibit. The Contractor shall request in writing prior approval from the County to revise the line item budget when the cumulative amount of transfers from a line item in any Project/Program Exhibit is expected to exceed ten percent of that line item. Supporting documents are necessary to fully explain the nature and purpose of the revision, and must accompany each request. All budget revision requests in excess of ten percent of a line item amount shall be reviewed and approved or denied by the County in writing.

VII. EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP

A. Equipment Purchase

The Contractor agrees that equipment purchased with Contract funds at a cost of \$5,000 per item or more and identified in an exhibit as reimbursable, is upon its purchase or receipt, the property of the Contractor, County, and/or federal, and/or state government, as specified in the exhibit.

B. Maintenance of Equipment

The Contractor shall be responsible for all such equipment, including the proper care and maintenance.

C. Equipment Returned

The Contractor shall ensure that all such equipment shall be returned to the appropriate government agency, whether federal, state or county, upon written request of the County.

D. Right of Access

The Contractor shall admit the County's Property Management Officer to the Contractor's premises for the purpose of marking such property with appropriate government property tags.

E. Maintenance of Records

The Contractor shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment purchased with Contract identified funds.

F. Disposition of Equipment

Projects using federal funds shall also comply with the following requirement. If the Contractor ceases to use equipment purchased in whole or in part with CDBG funds for the purpose described in this Contract, or if the Contractor wishes to dispose of such equipment, the disposition shall be determined under the provisions of 24 CFR § 570.502(b)(3)(vi), if the Contractor is a nonprofit corporation and 24 CFR § 570.502(a) and 24 CFR § 85.32(e) if the Contractor is a municipal corporation or an agency of the state of Washington. The Contractor agrees that it will contact the County for instructions prior to disposing of, surplusizing of, encumbering or transferring ownership, of any equipment purchased in whole or in part with federal funds.

VIII. CONTRACT AMENDMENTS

Either party may request changes or an extension to this Contract. Proposed amendments, which are mutually agreed upon, shall be incorporated by written amendments to this Contract. Budget revisions approved by the County pursuant to Section VI. Budget are not required to be incorporated by written amendment.

IX. INTERNAL CONTROL, ACCOUNTING SYSTEM AND AUDITS

Internal Control and Accounting

The Contractor shall establish and maintain a system of accounting and internal controls that comply with applicable, generally accepted accounting principles and financial and governmental reporting standards as prescribed by the appropriate accounting standards board.

Audits

- A. If the Contractor is a non-profit organization as defined in 2 CFR Part 200, and expends a total of \$750,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor shall meet the audit requirements as described in 2 CFR Part 200 Subpart F.
- B. A Contractor, for-profit or non-profit that is not subject to the requirements in **SECTION IX. A.** and receives in excess of \$100,000 in funds during its fiscal year from the County, shall provide fiscal year audited financial statements prepared by an independent Certified Public Accountant or Accounting Firm within nine months

subsequent to the close of the Contractor's fiscal year (if applicable, see **SECTION IX. E.**).

- C. Non-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) form 990 within 30 days of its being filed; and 2) a full set of annual financial statements.
- D. For-profit contractors who receive less than \$100,000 from the County during their fiscal year shall provide 1) income tax return within 30 days of its being filed; and 2) a full set of annual financial statements.
- E. A Contractor that is not subject to the requirements in **SECTION IX. A.** may, in extraordinary circumstances, request a waiver of audit requirements and, with the review and upon approval of the County, substitute for the above requirements other forms of financial reporting or fiscal representation certified by the Contractor's Board of Directors, provided the Contractor meets the following criteria:
 - 1. That financial reporting and any associated management letter show no reportable conditions or internal control issues; and
 - 2. There has been no turnover in key staff since the beginning of the period for which the financial reporting was completed.

A. Municipal Corporations

If the Contractor is a municipal corporation in the state of Washington, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within 30 days of receipt, which submittal shall constitute compliance with Section IX. Internal Control, Accounting Systems and Audits.

B. Catalog of Federal Domestic Assistance

The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218. The CFDA number for the HOME program is 14.239. Additional federal and/or state audit or review requirements may be imposed on the County, and if the Contractor has CDBG, or HOME funds in the Contract, it shall be required to comply with these requirements.

X. MAINTENANCE OF RECORDS

A. Scope of Records

The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records specified in each Project/Program Exhibit or otherwise deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

B. Time for Retention of Records

Records required to be maintained in subsection A. above shall be maintained for a period of six years after the termination date, unless a different period for records retention is specified in the Project/Program Exhibit.

C. Location of Records/Notice to County

The Contractor shall inform the County in writing of the location, if different from the Contractor address listed on page one of this Contract, of the aforesaid books, records, documents and other evidence within ten working days of any such relocation.

Projects using federal funds shall also comply with subsections D, E, F, G, H, I, J, K, L, and M.

D. Federal Exceptions to Retention Requirements

Exceptions to the six year retention period are as follows: (1) Records that are the subject of audit findings, litigation, or claims shall be retained until such findings, litigation or claims have been resolved; and (2) The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the County.

E. Financial Management Records

Financial records shall identify adequately the source and application of funds for activities within this Contract, in accordance with the provisions of 2 CFR Part 200. These records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income.

F. Tenant Notification and Relocation Records

If the Contractor is acquiring property with existing tenants, Contractor record keeping for tenant notification and relocation must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (The "Uniform Relocation Act"), and regulations at 49 CFR Part 24. Indication of the overall status of the relocation workload and a separate relocation record for each person, business, organization and farm operation displaced or in the relocation workload must be kept.

G. Acquisition Records

If the Contractor is using funds under this Contract for property acquisition, the Contractor must maintain a separate acquisition file for each acquisition process documenting compliance with Uniform Relocation Act regulations at 49 CFR Part 24, including a notice of voluntary sale.

H. Beneficiary Records

The Contractor agrees to maintain racial, ethnic, disability status, single head of household, household income, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Contract if required in a Project/Program Exhibit.

I. Labor Standards

If the Contractor is using funds under this Contract for construction work, the Contractor shall maintain records documenting compliance by all construction contractors with the labor standards as required under 24 CFR § 570.603 for CDBG funds and 24 CFR § 92.354 for HOME funds.

J. Other Construction Records

The Contractor and all of its subcontractors shall maintain records and information necessary to document the level of utilization of state certified small, minority, and women-owned businesses, and other businesses as subcontractors and suppliers under this Contract. The Contractor shall also maintain all written quotes, bids, estimates or proposals submitted by the contractor and any and all businesses seeking

to participate in this Contract. The Contractor shall make such documents available to the County for inspection and copying upon request.

K. Employment Records

If the Contractor is a municipal corporation or an Agency of the State of Washington, it agrees to maintain the following data for each of the Contractor's operating units funded in whole or in part with CDBG funds provided under this Contract:

1. Employment data with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and
2. Documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap.

L. Records Regarding Remedy of Past Discrimination

The Contractor shall maintain documentation of the affirmative action measures the Contractor has taken to overcome prior discrimination if a court or HUD has found that the Contractor has previously discriminated against persons on the grounds of race, color, national origin or sex in administering a program or activity funded in whole or in part with CDBG funds pursuant to 24 CFR Part 121.

M. Record-Keeping Requirements and Site Visits

The Contractor shall maintain, for at least six years after completion of all work under this Contract, the following:

1. Records of employment, employment advertisements, application forms, and other pertinent data and records related to the Contract for the purpose of monitoring, audit and investigation to determine compliance with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the Contract documents; and
2. Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

XI. EVALUATIONS AND INSPECTIONS

A. Right of Access to Facilities for Inspection of Records

The Contractor shall provide right of access to its facilities, including those of any subcontractor, to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the activities funded under this

Contract. The County shall give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

B. Time for Inspection and Retention

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six years after the termination date, unless a different period is specified in the Project/Program Exhibit or a longer retention period is required by law.

C. Agreement to Cooperate

The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

XII. PROPRIETARY RIGHTS

- A. The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the Contractor. The Contractor agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to reproduce, publish or otherwise use, and to authorize others to use, according to law, any work material or article and use any method that may be developed as part of the work under this Contract.
- B. The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor, which are modified for use in the performance of this Contract.
- C. The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XIII. CORRECTIVE ACTION

A. Default by Contractor

If the County determines that a breach of contract has occurred because the Contractor failed to comply with any material terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to in any Project/Program Exhibit attached hereto, and if the County deems said breach to warrant corrective action, the following sequential procedure shall apply.

1. The County shall notify the Contractor in writing of the nature of the breach.
2. The Contractor shall submit a plan describing the specific steps being taken to correct the specified deficiencies (the "corrective action plan"). The corrective action plan shall be submitted to the County within ten business days from the Contractor's receipt of the County's notice under this section. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which completion date shall not be more than 30 days from the date the County receives the Contractor's corrective action plan, unless the County, in

its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions.

3. The County shall notify the Contractor, in writing of the County's determination as to the sufficiency of the Plan. The County shall have sole discretion in determining the sufficiency of the Contractor's corrective action plan.

B. Termination of Contract

In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Subsection XV. Termination Subsection B.

C. County Withholding of Payment

In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed.

D. No Waiver of Other Remedies

Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section XV. Termination or other remedies authorized by law.

XIV. ASSIGNMENT

The Contractor shall not assign, transfer or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the prior written consent of the County. Additional terms for County consent to such assignment, transfer or subcontract may be described in a Project/Program Exhibit and, where expressly specified in the Project/Program Exhibit, shall supersede the requirements and limitations of this Section XIV. Said consent must be sought in writing by the Contractor not less than 15 business days prior to the date of any proposed assignment, transfer or subcontract. The Contractor shall deliver to the County with its request for consent, such information regarding the proposed assignee, transferee or subcontractee, including its proposed mission, legal status, and financial and management capabilities as is reasonably available to the Contractor. Within 15 days after such request for consent, King County may reasonably request additional available information on the proposed assignee, subcontractee or transferee. If the County shall give its consent, this section shall nevertheless continue in full force and effect. Any assignment, transfer or subcontract without prior County consent shall be void.

XV. TERMINATION

A. Termination for Convenience

1. This Contract may be terminated by the County without cause, in whole or in part, prior to the termination date specified in the Project/Program Exhibit, by providing the Contractor 30 days advance written notice of the termination.
2. In addition to the foregoing, if expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in the Project/Program Exhibit, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.

3. If the Contract is terminated as provided above:
 - a. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and
 - b. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

B. Termination for Cause

1. The County may terminate this Contract, in whole or in part, upon seven days advance written notice to the Contractor in the event:
 - a. The Contractor materially breaches any duty, obligation, or service required pursuant to this Contract and such breach has not been cured by a corrective action plan acceptable to the County; or
 - b. The duties, obligations, or services required herein become impossible, illegal or not feasible.
2. If the County terminates the Contract pursuant to this Section XV. Termination, Subsection B. the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.
3. If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.
4. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section II. Duration of Contract, the County may, upon written notification to the Contractor, terminate this Contract in whole or in part.
5. If the Contract is terminated as provided in this Subsection:
 - a. The County shall be liable only for payment in accordance with the terms of this Contract for services rendered and authorized purchase made prior to the effective date of termination; and
 - b. The Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.
6. Funding or obligation under this Contract is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract shall terminate at the close of the current appropriation.

C. Waiver

Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract at law or in equity that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

XVI. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XVII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.
- C. To the maximum extent permitted by law, the Contractor shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents, in its performance and/or non-performance of its obligations under this Contract. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D. To the maximum extent permitted by law, the County shall protect, defend, indemnify, and save harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees,

and/or agents, in its performance and/or non-performance of its obligations under this Contract. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Contractor only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including reasonable attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XVIII. INSURANCE REQUIREMENTS—GENERAL

A. Insurance Required

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees and/or contractor/subcontractors. The Contractor or contractor/subcontractor shall pay the costs of such insurance. The Contractor shall furnish separate certificates of insurance and policy endorsements from each contractor/subcontractor as evidence of compliance with the insurance requirements of this Contract.

The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, contractor/subcontractors, providers and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract.

Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded by said policies, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Contract.

B. Risk Assessment by Contractor

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract, nor shall such minimum limits be construed to limit the limits available under any insurance coverage obtained by the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

C. Minimum Scope of Insurance. Coverage shall be at least as broad as the following:

1. General Liability

Insurance Services Office form number (CG 00 01) covering **COMMERCIAL GENERAL LIABILITY**.

2. Professional Liability, Errors and Omissions Coverage

In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional or those services that require a professional standard of care.

3. Automobile Liability

Insurance Services Office form number (CA 00 01) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

5. Stop Gap/Employers Liability

Coverage shall be at least as broad as the protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

6. Property Insurance

Insurance Services Office form number (CP 00 10) covering **BUILDING AND PERSONAL PROPERTY COVERAGE** and Insurance Services Office form number (CP 10 30) **CAUSES OF LOSS – SPECIAL FORM** or project appropriate equivalent.

7. National Flood Insurance

The use of CDBG and HOME funds for acquisition or construction purposes in identified special flood hazard areas shall be subject to Contractor mandatory purchase of flood insurance as required by Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub L. 93-237).

8. Builder's Risk/Installation Floater

The Contractor shall procure and maintain during the life of the Contract, or until acceptance of the project by King County, whichever is longer, "All Risk" Builders Risk Insurance at least as broad as ISO form number CP0020 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss—Special Form) including coverage for collapse, theft and property in transit. The coverage shall insure for direct physical loss to property of the entire construction project, for one hundred percent of the replacement value thereof. The policy shall be endorsed to cover the interests, as they may appear, of King County, Owner, Contractor and subcontractors of all tiers with King County listed as a loss payee.

D. Minimum Limits of Insurance—Capital Projects

The Contractor shall maintain limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence by bodily injury, personal injury, and property damage; and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1,000,000, Per Claim and in the Aggregate.
3. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage if the use of motor vehicles is contemplated.
4. Workers' Compensation: Statutory requirements of the state of residency.
5. Stop Gap /Employers Liability: \$1,000,000.
6. Property Insurance: One hundred percent replacement value of funded structure.

E. Minimum Limits of Insurance—Building Construction Period

Prior to commencement of building construction and until construction is complete and approved by the Contractor, the Contractor shall cause the construction contractor and related professionals to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Contract. The Contractor and County shall be named as additional insureds on liability policies except Workers Compensation and Professional Liability, and as Named Insureds on Builders Risk policies. The cost of such insurance shall be paid by the Contractor and/or any of the Contractor's contractors/ subcontractors. The Contractor shall maintain limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
4. Builder's Risk Insurance: One hundred percent replacement cost value.

5. Workers Compensation: Statutory requirements of the State of residency.
 6. Stop Gap or Employers Liability Coverage: \$1,000,000.
- F. Minimum Limits of Insurance—Services Agreements: The Contractor shall maintain limits no less than the following:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage and \$2,000,000 in the aggregate.
 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Professional Liability, Errors & Omissions: \$1,000,000, Per Claim and in the Aggregate.
 4. Workers Compensation: Statutory requirements of the State of Residency.
 5. Stop Gap or Employers Liability Coverage: \$1,000,000.

Paragraphs G, H, I, J, K and L below apply to Capital Projects, Construction Projects and Services Contracts.

G. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

H. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. All Liability Policies except Professional and Workers Compensation.
 - a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Such coverage shall include Products-Completed Operations.
 - b. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.
 - c. The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
2. Property Coverage Policies
 - a. The County shall be added to all Property Coverage Policies as a loss payee as its interests may appear.

- b. The County shall be added as a Named Insured as its interests may appear to all Builders Risk policies.

3. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after 30 days prior written notice has been given to the County.

I. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with AM Bests, with minimum surpluses the equivalent of AM Bests' surplus size VIII.

Professional Liability, Errors, and Omissions insurance may be placed with insurers with AM Bests' rating of B+VII. Any exception must be approved by the County.

If, at any time, the foregoing policies shall fail to meet the above requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

J. Verification of Coverage

The Contractor shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

If the Agency/Contracting Party is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA) or any other self-insurance risk pool, a written acknowledgement/certification of current membership will be attached to the Agreement as Exhibit I and satisfies the insurance requirements specified above.

K. Subcontractors

The Contractor shall include all subcontractors as insureds under its policies or shall require separate certificates of insurance and policy endorsements from each subcontractor. If the Contractor is relying on the insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract, then such requirements and documentation shall be subject to all of the requirements stated herein.

L. Municipal or State Contractor Provisions

If the Contractor is a municipal corporation or a Contractor of the state of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be provided for the self-insured requirements and attached hereto and be incorporated by reference and shall constitute compliance with this Section. If the certificate of self-insurance does not cover all mandatory requirements, the Contractor shall provide separate certificates and endorsements that document coverage.

XIX. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Benefits to Employees with Domestic Partners

In accordance with King County Ordinance 14823, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Contract. Absent authorization for delayed or alternative compliance, failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, by signing the Contract/Bid Submittal the Contractor is indicating compliance with this requirement or with the terms of an authorization for delayed or alternative compliance

B. Nondiscrimination in Employment Provision of Services

To the extent prohibited by KCC Chapter 12.16 or 12.17, during the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate or tolerate harassment on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

C. Nondiscrimination in Subcontracting Practices

To the extent prohibited by KCC Chapter 12.16 or 12.17, during the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

D. Compliance with Laws and Regulations

The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, Presidential Executive Orders and regulations that prohibit discrimination to the extent applicable. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code chapters shall specifically apply to this contract, to the full extent applicable. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

E. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities

King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS), as defined below, and minority-owned and women-

owned business enterprises certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to use the following voluntary practices to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises:

1. Inquire about King County's Contracting Opportunities Program. King County has established a Contracting Opportunities Program to maximize the participation of SCS in the award of King County contracts. The Program is open to all SCS firms certified by King County Business Development and Contract Compliance (BDCC). As determined by BDCC and identified in the solicitation documents issued by the County, the Program will apply to specific contracts. However, for those contracts not subject to the Program or for which the Contractor elected not to participate in the Program during the solicitation stage, the Contractor is still encouraged to inquire voluntarily about available firms. Program materials, including application forms and a directory of certified SCS firms, are available at the following Web-site address: <http://www.kingcounty.gov/bdcc>

The term "Small Contractors and Suppliers" (SCS) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent of the Federal Small Business Administration (SBA) small business size standards using the North American Industry Classification System and Owners' Personal Net Worth less than \$750,000 dollars.

2. Contact OMWBE to obtain a list of certified minority-owned and women-owned business enterprises by visiting their website at <http://www.omwbe.wa.gov/> or by Toll Free telephone (866) 208-1064.
3. Use the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses, including SCS firms and minority-owned and women-owned business enterprises.

F. Equal Employment Opportunity Efforts

The Contractor shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include but not be limited to, the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.j. "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

G. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended (Section 504) and the American Disabilities Act of 1990 as amended (ADA)

Pursuant to Title II of the ADA and Section 504 the County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor

agrees that it shall provide all programs, services and activities to County employees or members of the public under this Contract in the same manner as King County is obligated to under Title II of the ADA, and Section 504 and shall not deny participation or the benefits of such services, programs or activities to people with disabilities on the basis of such disability. Failure to comply with this section shall be a material breach of, and grounds for, the immediate termination of this Contract.

1. The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract or agreement, as required by the disability access laws as defined by KCC 12.16; and
2. The Contractor shall not discriminate against persons with disabilities in providing the work under the Contract. In any subcontracts for the programs, activities and services under their contract or agreement, the Contractor shall include the requirement that the subcontractor provide to persons with disabilities access to programs, activities and services provided under the contract or agreement as required by the disability access laws as defined by KCC 12.16, that the subcontractor shall not discriminate against persons with disabilities in providing the work under the Contract and that the subcontractor shall provide that the County is a third party beneficiary to that required provision.

H. Sanctions for Violations

Any violation of the mandatory requirements of the provisions of this section shall be a material breach of contract for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by the Contract and by applicable law.

I. Fair Housing Protections

The Contractor shall comply with the federal Fair Housing Act, Public Law 90-284 (42 USC 3601 et seq.). The Contractor shall take necessary and appropriate actions to prevent discrimination in any housing-related project under this Contract, which includes rental housing projects and/or projects that include residential real estate-related transactions, as required by the Federal Fair Housing Act as amended (42 USC 3601) and the Washington State Law Against Discrimination (RCW Chapter 49.60). Residential real estate-related transactions include the making or purchasing of loans or the provision of financial assistance secured by real estate, or the making or purchasing of loans or financial assistance for the purchasing, constructing, improving, repairing or maintaining of a dwelling. Rental housing includes any dwelling that is intended for occupancy as a residence for one or more families by lease, sublease or by grant for a consideration of the right to occupy Premises not owned by the occupant. In addition, except for projects located in incorporated jurisdictions, the Contractor shall comply with the applicable provisions of the King County Open Housing Ordinance, codified at Chapter 12.20 of the King County Code, which prohibits practices of housing discrimination against any person on the basis of age, ancestry, color, disability, marital status, national origin, parental status, possession of Section 8 housing assistance, race, religion, retaliation, sex, and sexual orientation.

Projects using federal funds shall also comply with subsections J, K, L, and M below.

J. Additional Federal Nondiscrimination Requirements

The Contractor shall comply with all applicable federal laws prohibiting discrimination, including the following:

1. Presidential Executive Order 11063 as amended and implementing regulations at 24 CFR Part 107;
2. Section 109 of the HCD Act of 1974, as amended (42 USC 5301);
3. The Americans with Disabilities Act (42 USC 1213; 47 USC 155, 201, 218 and 225); and
4. Section 504 of the Rehabilitation Act of 1973 and regulations at 24 CFR Part 8.

K. Prohibited Discriminatory Actions

1. Except where expressly authorized by federal law, the Contractor may not, under any program or activity to which this Contract applies, directly or through contractual or other arrangements, discriminate on the grounds of age, color, creed, familial status, marital status, nationality, religion, race, sex, sexual orientation, or the presence of any, physical, mental or sensory disability. Discriminatory actions may include but are not limited to the following:
 - a. Denying any person access to facilities, services, financial aid or other benefits provided under the program or activity;
 - b. Denying any person services due to limited English proficiency;
 - c. Providing any person with facilities, services, financial aid or other benefits, which are different, or are provided in a different form from that provided to others under the program or activity;
 - d. Subjecting any person to segregated or separate treatment in any facility or in any matter or process related to receipt of any service or benefit under the program or activity;
 - e. Restricting in any way access to or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity;
 - f. Treating any person differently from others in determining whether the person satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, services or other benefit provided under the program or activity;
 - g. Denying any person any opportunity to participate in a program or activity as an employee; and
 - h. Failing to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities and failure to remove architectural and communication barriers that are structural in nature in existing facilities, where such removal can be accomplished without difficulty and expense.
2. The Contractor shall not utilize criteria or methods of administration that have the effect of subjecting individuals to discrimination on the basis of age, color, familial status, nationality, race, religion, sex, or sexual orientation; or mental, physical, or sensory disability; or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity with respect to

individuals of a particular age, color, familial status, nationality, race, religion, sex, or sexual orientation; or the presence of any mental, physical, or sensory disability.

3. The Contractor, in determining the site or location of housing or facilities provided in whole or in part with funds under this Contract, may not make selections of such site or location which have the effect of excluding individuals, denying them benefits, or subjecting them to discrimination on the grounds of age, sex, marital status, familial status, religion, race, creed, color, sexual orientation, nationality, or the presence of any sensory, mental or physical disability; or which have the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of the HCD Act or of the HUD Regulations.

L. Employment Projections

In all solicitations under this Contract, the Contractor shall state that all qualified applicants will be considered for employment. The words “equal opportunity employer” in advertisements shall constitute compliance with this section.

M. No Conflict with Federal Requirements.

As indicated by HUD Notice CPD 04-10, a faith-based organization’s exemption from the federal prohibition on employment discrimination on the basis of religion, set forth in 42 USC 2000e-1(a), is not forfeited when the organization receives HUD funding. Faith-based organizations, like any other entity participating in a HUD-funded program, must, however, comply with all the statutory requirements of that particular HUD-funded program. Both the CDBG and HOME Programs contain statutory provisions imposing non-discrimination requirements on all subrecipients, subgrantees or contractors. Religious organizations that believe that certain non-discrimination statutory requirements are substantially burdensome may be entitled to protection under the Religious Freedom Restoration Act [42 USC4000bb-3, 4000bb-2(1)] which applies to all federal law and its implementation. Subrecipients, subgrantees, or contractors should be aware that anti-discrimination provisions of Section 109 of the Housing and Community Development Act of 1974, Section 282 of the HOME Investment partnership Act may pose questions of conformance with Title VII of the Civil Rights Act of 1964 and future court rulings could define more specifically the application of these laws to faith-based organizations. In the event that a provision of this Contract is deemed to be in actual conflict with federal law, the conflicting provision in this Contract shall not apply.

XX. SUBCONTRACTS AND PURCHASES

A. Subcontract Defined

“Subcontract” shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term “subcontract” does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

B. Writing Required

Any work or services assigned or subcontracted hereunder shall be in writing and must be approved by the County as provided in Section XIV. Assignment. The Contractor agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and their employees and agents, as it is for the acts and omissions of

its own employees and agents, as specified in Section XVII. Hold Harmless and Indemnification Subsection C.

C. Required Contract Terms

The Contractor shall include the applicable provisions of Sections XVIII. Insurance Requirements - General, XIX. Nondiscrimination and Equal Employment Opportunity and XX. Subcontracts and Purchases in every subcontract or purchase order for goods or services which are paid for in whole or in part with funds provided under this Contract. The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services, which relate to the subject matter of this Contract:

“Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employee, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph.”

Projects using federal funds must also comply with subsections D, E, F, G and H.

D. Debarred Contractors

The Contractor certifies that neither the Contractor nor any person or entity with a controlling interest in the Contractor is under suspension, debarment, voluntary exclusion or determination of ineligibility from participation in federal assistance programs under Presidential Executive Order 12549 or 12689, “Debarment and Suspension”. The Contractor further certifies that neither the Contractor nor any person or entity with a controlling interest in the Contractor has any proceeding pending to suspend, debar, exclude or determine them ineligible from participation in federal assistance programs under Presidential Executive Order 12549 or 12689.

The Contractor shall not make any award at any time to any contractor, which is debarred, suspended or excluded, from participation in federal assistance programs under Presidential Executive Order 12549, “Debarment and Suspension”.

The Contractor shall ensure that all subcontractors receiving any federal funds pursuant to this agreement have not been disbarred or suspended from federal contract participation. This may be done by checking the System for Award Management at <https://www.sam.gov>, which lists all suspended and debarred entities.

E. Subcontracting Requirements

A Contractor which receives federal funds under this Contract also shall include the following sections in every subcontract or purchase order for goods and services which are paid in whole or in part with funds provided under this Contract: Section V. Compensation and Method of Payment Subsections F. or G. and I., Sections XVII. Hold Harmless and Indemnification Subsection B., XVIII. Insurance Requirements – General Subsection K., XIX. Nondiscrimination and Equal Employment Opportunity and XXII. No Conflict of Interest Subsection B. and, if the subcontract is for construction, Sections XXXIV. Labor Standards and XXXV. Employment Opportunities.

F. Federal Procurement Requirements

The Contractor agrees to comply with Procurement Standards specified in 2 CFR § 200.317 through - 200.326, unless otherwise provided in the Project/Program Exhibit.

G. Federal Bid Guarantee and Bond Requirements

If the Contractor is subcontracting construction work under this Contract, the subcontract shall require for any construction contracts exceeding \$150,000:

1. A bid guarantee from each bidder equivalent to five percent of the bid price;
2. A performance bond from the contractor for one hundred percent of the contract price; and
3. A payment bond from the contractor for one hundred percent of the contract price. The Contractor may, at its discretion, require any of these requirements on construction contracts of less than \$150,000. The specific requirements for bid guarantees and bonds are at 2 CFR § 200.325.

H. Failure to Comply is Default

Failure by the Contractor to require compliance with the above terms and conditions in subcontracts shall constitute a breach of this Contract.

XXI. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

Projects using federal funds shall comply with the following requirements:

A. Federal Requirements

In soliciting subcontractors to supply goods or services for the activities under this Contract, the Contractor shall comply with 2 CFR § 200.321. In accordance with these regulations, the Contractor shall take all necessary affirmative steps to assure M/WBEs and labor surplus area firms are used as subcontractors when possible. Affirmative steps shall include those actions specified above in this section of the Contract.

B. Nondiscrimination in Federally Assisted Construction

The Contractor shall also require compliance with Presidential Executive Order 11246 as amended and 41 CFR Part 60 regarding nondiscrimination in bid conditions for construction projects over \$10,000.

XXII. CONFLICT OF INTEREST

A. King County Code Chapter 3.04 Compliance.

1. The Contractor shall comply with applicable provisions of KCC Chapter 3.04. Failure to comply with such provisions shall be a material breach of Contract and may result in termination of this Contract pursuant to Section XV. Termination and subject the Contractor to remedies stated therein or otherwise available to the County at law or in equity. This section shall not apply to a Contractor that is a municipal corporation which has adopted an employee code of ethics; provided that nothing in this section is intended to contract away such a Contractor's obligation to comply with any KCC Chapter 3.04 provision that applies independent of this Contract.

2. No Preferential Treatment

The Contractor agrees that it will not attempt to secure preferential treatment in dealings with the County by offering any valuable consideration, thing of value, or gift, whether in the form of services, loan, thing, or promise, in any form, to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph its current contracts with the County shall be cancelled and it shall not be able to bid on any County contract for a period of two years.

3. Disclosure of Current and Former County Employees

To avoid any actual or potential conflict of interest or unethical conduct:

- a. County employees or former County employees are prohibited from assisting with the preparation of proposals or contracting with, influencing, advocating, advising or consulting with a third party, including Contractor, while employed by the County or within one year after leaving County employment if he/she participated in determining the work to be done or processes to be followed while a County employee.
- b. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this Contract may result in termination of this Contract.
- c. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

B. No Conflict of Interest

The Contractor shall abide by the provision of 2 CFR § 200.318, and by the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officer, employees or agents engaged in the award and administration of contracts supported by funds under this Contract;
2. No employee, director, officer or agent of the Contractor shall participate in the selection or in the award, or administration of a contract supported by funds under this contract if a conflict of interest, real or apparent, would be involved. By way of example, such a conflict would arise if such a person, or his or her employer, immediate family member or partner has financial or other interest in the entity selected; and
3. The Contractor's officers, employees, and agents must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, the Contractor may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

XXIII. BOARD OF DIRECTORS

- A. If the Contractor is incorporated, it must have an active, legally constituted board of directors in accordance with the requirements of RCW Chapters 23B or 24, to the extent applicable.
- B. The following additional requirements shall apply to the agencies that qualify as non-profit organizations under USC, Title 26, Subtitle A, Chapter 1, Subchapter F, Part 1, Section 501(C)(3).
 - 1. The Contractor shall have a Board of Directors that shall be comprised of neither employees nor relatives of employees, officers, or directors of the Contractor. For the purposes of this section, a relative is defined as husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, niece, nephew, grandparent, grandchild, uncle, aunt, domestic partner and child of domestic partner. In addition, the relatives of a domestic partner shall be considered relatives to the same extent such relatives would be included in this section, as if the employee and domestic partner were married.
 - 2. The Board of Directors shall meet regularly.
 - 3. The Board of Directors shall cause to be adopted a formal conflict of interest policy for Board members that complies with the applicable provisions of the Internal Revenue Code and its 501(C)(3) status, and addresses issues regarding gifts, financial gain, and improper use of position.

XXIV. CONFIDENTIALITY

The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

XXV. PERSONAL INFORMATION – NOTICE OF SECURITY BREACH

- A. If the Contractor maintains computerized or other forms of data that includes personal information owned by the County, the Contractor shall notify the County of any breach of the security of the data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590 (2).
- B. The Contractor shall provide all information requested by the County including the following in accordance with RCW 42.56.590, KCC 2.14.030, the King County Information Privacy Policy and any other applicable federal, state and local statute:
 - 1. Circumstances associated with the breach;
 - 2. Actions taken by the Contractor to respond to the breach ; and
 - 3. Steps the Contractor shall take to prevent a similar occurrence.

This information shall be provided in a format requested by the County.

- C. The County may at its sole discretion, require the Contractor to contact the appropriate law enforcement agency and to provide the County a copy of the report of the

investigation conducted by the law enforcement agency. The Contractor shall also provide the County with any information it has regarding the security breach.

- D. The Contractor shall conspicuously display King County's Privacy Notice and provide a printed copy upon request.
- E. The Contractor shall be responsible for notifying individuals whose personal information may have become available to unauthorized users through a security breach. The Contractor shall also be responsible for any cost associated with notifying the affected individuals. This notification must be in accordance with RCW 42.56.590 (7).
- F. If the Contractor demonstrates that the cost of providing notice would exceed \$250,000, or that the potentially affected persons exceeds \$500,000, or the Contractor does not have sufficient contact information, substitute notice shall consist of the following in accordance with RCW 42.56.590 (7), (c).
 - 1. Email notice when the Contractor has an e-mail address for the subject persons;
 - 2. Conspicuous posting of the notice on the Contractor's web site page, if the Contractor maintains one; and
 - 3. Notification to major County-wide media.
- G. For purpose of this section, "personal information" means the same as defined in RCW 42.56.590:
 - 1. An individual's first name or first initial and last name in combination with any one of the following data elements, when either the name or the data elements are not encrypted: social security number; driver's license number or Washington identification card number; or
 - 2. Account number or credit or debit card number, in combination with any required security code; access code, or password that would permit access to an individual's financial account.

XXVI. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Terms used in this section shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164.

- A. Obligations and Activities of the Contractor
 - 1. The Contractor agrees not to use or disclose protected health information other than as permitted or required by this Contract, HIPAA and the Health Information Technology for Economic and Clinical Health Act (HITECH). The Contractor shall use and disclose protected health information only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). The Contractor is directly responsible for full compliance with the privacy provisions of HIPAA and HITECH that apply to business associates.
 - 2. The Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR, Part 164,

Subpart C. The Contractor is directly responsible for compliance with the security provisions of HIPAA and HITECH to the same extent as the County.

3. Within two business days of the discovery of a breach as defined at 45 CFR § 164.402 the Contractor shall notify the County of any breach of unsecured protected health information. The notification shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the Contractor to have been, accessed, acquired, or disclosed during such breach; a brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known; a description of the types of unsecured protected health information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved); any steps individuals should take to protect themselves from potential harm resulting from the breach; a brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; the contact procedures of the Contractor for individuals to ask questions or learn additional information, which shall include a toll free number, an e-mail address, Web site, or postal address; and any other information required to be provided to the individual by the County pursuant to 45 CFR § 164.404, as amended. A breach shall be treated as discovered in accordance with the terms of 45 CFR § 164.410. The information shall be updated promptly and provided to the County as requested by the County.
4. The Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of protected health information by the Contractor in violation of the requirements of this Contract or the law.
5. The Contractor agrees to report in writing all unauthorized or otherwise improper disclosures of protected health information or security incident to the County within two days of the Contractor knowledge of such event.
6. The Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides protected health information received from, or created or received by the Contractor on behalf of the County, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.
7. The Contractor agrees to make available protected health information in accordance with 45 CFR § 164.524.
8. The Contractor agrees to make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.526.
9. The Contractor agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of King County, available to the Secretary of the U.S. Department of Health and Human Services, in a reasonable time and manner for purposes of the Secretary determining King County's compliance with HIPAA, HITECH or this Contract.
10. The Contractor agrees to make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528. Should an

individual make a request to the County for an accounting of disclosures of his or her protected health information pursuant to 45 CFR § 164.528, Contractor agrees to promptly provide an accounting, as specified under 42 U.S.C. § 17935(c)(1) and 45 CFR §164.528, of disclosures of protected health information that have been made by the Contractor acting on behalf of the County. The accounting shall be provided by the Contractor to the County or to the individual, as directed by the County.

11. To the extent the Contractor is to carry out one or more of the covered entity's obligations under Subpart E of 45 CFR § 164, the contractor shall comply with the requirements of Subpart E that apply to the County in the performance of such obligations.

B. Permitted Uses and Disclosures by Business Associate

The Contractor may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, King County as specified in this Contract, provided that such use or disclosure would not violate HIPAA if done by King County or the minimum necessary policies and procedures of King County.

C. Effect of Termination

1. Except as provided in paragraph C.2. of this section, upon termination of this Contract, for any reason, the Contractor shall return or destroy all protected health information received from the County, or created or received by the Contractor on behalf of the County. This provision shall apply to protected health information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the protected health information.
2. In the event the Contractor determines that returning or destroying the protected health information is infeasible, the Contractor shall provide to King County notification of the conditions that make return or destruction infeasible. Upon notification that return or destruction of protected health information is infeasible, the Contractor shall extend the protections of the Contract to such protected health information and limit further uses and disclosure of such protected health information to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such protected health information.

D. Reimbursement for Costs Incurred Due to Breach

Contractor shall reimburse the County, without limitation, for all costs of investigation, dispute resolution, notification of individuals, the media, and the government, and expenses incurred in responding to any audits or other investigation relating to or arising out of a breach of unsecured protected health information by the Contractor.

XXVII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing; and directed to the Chief Executive Officer of the Contractor and the Director of the County Department of Community and Human Services. Any time within which a party must take some action shall be computed from the date that said party receives the notice.

XXVIII. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

In accordance with King County Code Chapter KCC 18.20 and King County Executive Policy CON 7-1-2, the Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the Contract and shall, whenever practicable, use both sides of the paper.

XXIX. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The Contractor and any subcontractor agree, when applicable, to abide by the terms of Chapters 26.44, 69.54, 70.02, 70.96A, 71.05, 71A.10, 71A.14, 71A.18, 71.20, 71.24, and 71.34 of the Revised Code of Washington, rules and regulations promulgated thereunder, the Basic InterContractor Contract between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

XXX. POLITICAL ACTIVITY PROHIBITED

A. No Partisan Activity

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

All Projects using federal funds shall also comply with the following subsection:

B. Certification Regarding Lobbying

The Contractor certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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. 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 Contractor, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XXXI. MISCELLANEOUS PROVISIONS

A. Severability.

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid and enforceable and have the intent and economic effect as close as possible to the invalid, illegal and unenforceable provision.

B. Remedies

Not Exclusive. No provision of this Contract precludes the County from pursuing any other remedies for the Contractor's failure to perform its obligations.

C. No Third Party Beneficiaries.

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party thereto.

This Contract shall be governed by and construed to the laws of the State of Washington. Any claim or suit between the parties arising out of this Contract may only be filed and prosecuted in King County Superior Court of U.S. District for the Western District of Washington, in Seattle.

XXXII. AFFIRMATIVE MARKETING

A. Federal Marketing Requirements

Each Contractor must adopt affirmative marketing procedures and requirements for projects containing five or more housing units funded with CDBG and/or HOME funds. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market area to the available housing. (The affirmative marketing procedures do not apply to families with housing assistance provided by the Public Housing Authority or families with tenant based rental assistance provided with HOME funds.) The County shall annually assess the Contractor's affirmative marketing program to determine the success of affirmative marketing actions and any necessary corrective actions.

B. The affirmative marketing requirements and procedures adopted must include:

1. Methods for informing the public, owners, and potential tenants about federal fair housing laws and the use of the Equal Housing Opportunity logotype or slogan in press releases and solicitations for owners, and written communication to fair housing and other groups;
2. Requirements and practices the Contractor must adhere to in order to carry out the participating jurisdiction's affirmative marketing procedures and requirement (e.g., use of commercial media, use of community contacts, use of the Equal Housing Opportunity logotype or slogan, and display of fair housing poster);

3. Procedures to be used by the Contractor to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, language interpreters, places of worship, employment centers, fair housing groups, or housing counseling agencies);
4. Records must be kept describing actions taken by the Contractor to affirmatively market units and records to assess the result of these actions; and
5. A description of how the Contractor shall assess the success of affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

XXXIII. ACCESSIBILITY FOR CAPITAL PROJECTS

Any buildings or other facilities designed, constructed, or altered with federal funds pursuant to this Contract are subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151 - 4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40 for residential structures, and Appendix A to 41 CFR Parts 101-19 and subpart 101-19.6 for general type building). When applicable, certain multi-family housing units designed and constructed for first occupancy after March 13, 1991, with assistance provided under this Contract must comply with the Fair Housing Accessibility Guidelines, 24 CFR Part 100 as amended.

XXXIV. LABOR STANDARDS

Agencies receiving a CDBG and/or HOME award shall comply with Subsections A and C below.

A. Davis-Bacon Requirements

For projects assisted with CDBG funds, this Subsection shall not apply to construction or rehabilitation of residential property consisting of fewer than eight units. For projects assisted with HOME funds, this Subsection shall not apply to rehabilitation of rental property consisting of fewer than twelve units.

All construction work funded in whole or in part under this Contract must be performed in accordance with the Davis-Bacon Act, as amended (40 USC sections 276(a)-276(a)(5)), the Copeland "Anti-Kickback" Act, as amended (40 USC 276(c)) and the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) as further prescribed at 29 CFR Parts 1, 3, 5, 6 and 7. The Contractor will follow all Davis Bacon documentation requirements and regularly submit required documentation to the County shall maintain records sufficient to evidence compliance with this section and shall make such records available for the County's review upon request.

A copy of the current Davis-Bacon wages must be included in all construction bid specifications, contracts, and/or subcontracts over \$2,000, except where the project includes a copy of applicable state prevailing wages that are higher than current Davis-Bacon wages.

Agencies receiving an award of local funds (HOF, RAHP, HB 2331, Veterans and Human Services Levy or MIDD funds) or federal funds that do not trigger Davis-Bacon shall comply with Subsections B and C below:

B. Prevailing Wages

Projects that are not subject to Section A above, shall pay State residential prevailing wage rates as a minimum. Projects that are subject to State prevailing wage requirements of chapter 39.12 RCW shall pay prevailing wages at or above the applicable State classification rate.

The Contractor shall provide annual certification to the County of its compliance with the requirements of this section. The Contractor shall additionally maintain records sufficient to evidence compliance with this section and shall make such records available for the County's review upon request.

C. Use of Volunteers

The Contractor shall obtain the written approval of the County prior to allowing any volunteers to perform construction work on a project assisted under this Contract.

XXXV. EMPLOYMENT OPPORTUNITIES ON ASSISTED CONSTRUCTION PROJECTS

A. Section 3 Requirements

The work to be performed under this Contract may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. Section 3 Criteria for Capital Projects

As set forth in the HCD Plan, Section 3 regulations found at 24 CFR § 135.38 apply to all Project/Program Exhibits which meet all three of the following criteria:

1. The Project/Program Exhibit must include \$200,000 or more in total HUD funds from one or more program years;
2. The Project/Program Exhibit must include construction or rehabilitation work as a task that will be funded in full or in part with the HUD funds; and
3. The construction or rehabilitation work that will be funded must have a contract value, which exceeds \$100,000. Actual contract value of construction or rehabilitation work is the determining factor, not a cost estimate.

Additionally, Section 3 regulations are applicable to Project/Program Exhibit(s), which do not initially meet the above criteria but which are amended so as to add funds or change the activities for which the funds are used. Section 3 regulations do not apply to projects that include \$200,000 or more in HUD funds when the funds are being used for acquisition and/or professional services only and not for construction or rehabilitation work.

XXXVI. NO BENEFIT TO OWNERS AND DEVELOPERS OF ASSISTED HOUSING

No Contractor, developer or sponsor (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or nonprofit (including a Community Housing Development Organization when acting as an owner, developer or sponsor) may

occupy a CDBG, HOME, HOF, RAHP, HB 2331, Veterans and Human Services Levy, MIDD or CX-assisted affordable housing unit in a project. This provision does not apply to an owner-occupant of single family housing or to an employee or agent of the owner or developer of a rental housing project who occupies a CDBG, HOME, HOF, RAHP, HB 2331, Veterans and Human Services Levy or CX-assisted unit as the project manager or maintenance worker.

XXXVII. SUPLANTING

Any federal CDBG or Homeless Housing and Services (2163) Funds made available under this Contract to provide public (human) services shall not be utilized by the Contractor to reduce or replace the local financial support currently being provided to public (human) service programs. Homeless Housing and Services funds cannot be used in the place of existing housing operations or services funds.

XXXVIII. DRUG FREE WORKPLACE CERTIFICATION AND OTHER FEDERAL REQUIREMENTS

A. Drug-Free Workplace Certification

The Contractor certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (42 USC 701) and regulations set forth at 24 CFR part 24, subpart F.

B. Other Federal Requirements

The absence of mention in this Contract of any other federal requirements that apply to the award and/or expenditure of the federal funds made available by this Contract is not intended to indicate that those federal requirements are not applicable to Contractor activities. The Contractor shall comply with all other federal requirements relating to the expenditure of federal funds, including but not limited to, the Hatch Act (5 USC. Chapter 15) regarding political activities.

XXXIX. CONSTITUTIONAL PROHIBITION

In accordance with the First Amendment of the United States Constitution, Article 1, Section 11 of the Washington State Constitution, and separation of church and state principles, as a general rule, funds received under this Contract may not be used for religious activities. Except where otherwise allowed by federal law, the following restrictions and limitations apply to the use of CDBG and HOME funds:

- A. A Contractor may not engage in inherently religious activities, such as worship, religious instruction or proselytization, as part of the assistance funded under this Contract. If the Contractor conducts religious activities, the activities must be offered separately, in time and location, from the assistance funded under this Contract, and participation must be voluntary for the beneficiaries of the assistance;
- B. In performing under this Contract, the Contractor shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief; and
- C. CDBG and HOME funds may be used to rehabilitate or construct facilities and housing owned by primarily religious organizations only to the extent those structures are used for conducting eligible activities consistent with 24 CFR § 570.200, 24 CFR § 92.257, and 24 CFR § 576.23.

XL. PROMISSORY NOTE, DEED OF TRUST AND COVENANT

The Contractor agrees that funding provided under this Contract for the acquisition, construction, improvement and/or rehabilitation of real property (Premises) owned by the Contractor is a loan from the County to the Contractor. The Contractor agrees to promptly execute a promissory note, deed of trust and covenant (if applicable), in a format approved by the County, if required in a Project/Program Exhibit. The Contractor agrees that for real property, which is leased by the Contractor and assisted under this Contract, the Contractor shall obtain a covenant from the owner of the real property in a form approved by the County, if required in any Project/Program Exhibit.

XLI. ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE FOR CAPITAL PROJECTS

The Contractor shall at all times comply with all applicable federal, state, and local laws, statutes, rules and regulations relating to relocation of those persons and households residing at the Premises prior to occupancy by tenants. The Contractor shall be solely responsible for the cost of all relocation benefits required by law.

Capital Projects using federal funds shall also comply with the following subsection.

A. Local Funds Only - Local Relocation Guidelines

Projects that include or will include only local county funds (HOF-CX, Veterans and Human Services Levy, RAHP, 2331, Mental Health, or HIPDD Developmental Disabilities Funds) for the acquisition, demolition, and or rehabilitation of property that has existing residential tenants who may be displaced shall provide relocation benefits to all displaced households. Effective October 1, 2014, the benefit amount for each displaced household will be \$2,933 per household; provided that, if the Joint Recommendations Committee (JRC) of the King County Consortium adjusts the benefit amount in accordance with King County Consortium Supplemental Relocation Guidelines based on changes in the consumer price index, the increased benefit amount shall apply. All tenants selected for relocation shall be given formal notification regarding the need to relocate with a minimum of 90 days' notice of the date they must relocate, along with information about why they were selected. Consideration of a longer notice period may be required if the tenant demonstrates a special circumstance (for instance, health reasons) which would be alleviated by extending the notice period. A list of all displaced households, including name, unit number, household size, ethnicity, and monthly gross income shall be provided to the King County Relocation Specialist along with documentation of all the payments made to displaced tenants. All relocation costs shall be included in the project development budget.

B. Federal Acquisition and Relocation Requirements:

Implementation of any project provided for in this Contract will be undertaken so as to minimize involuntary displacement of persons, businesses, nonprofit organizations, or farms to the greatest extent feasible.

The Contractor shall comply with the following:

1. Any acquisition of real property by the Contractor for any activity assisted under this Contract shall comply with the Uniform Relocation Act and 49 CFR Part 24;
2. Any displacement of persons, businesses, nonprofit organizations, or farms occurring as the result of acquisition of real property assisted under this Contract shall comply with the Uniform Relocation Act, at 24 CFR Part 42 and 49 CFR Part

24 as amended, and the County's Residential Anti-displacement and Relocation Assistance Plan required by federal regulations at 24 CFR § 570.606(c), and adopted by the County Council as part of the HCD Plan. The Contractor shall comply with the Regulations pertaining to costs of relocation and written policies, as specified by the King County Residential Anti-displacement and Relocation Assistance Plan; and

3. When any lower-income dwelling units are demolished or converted to a use other than a lower-income dwelling unit, in connection with an activity assisted under this Contract with federal funds, the units must be replaced on a one-for-one basis. Lower-income dwelling units are defined as a dwelling unit with a market rent (including utility costs) that does not exceed the applicable Fair Market Rent for existing housing as established by HUD and published annually, pursuant to 24 CFR Part 888. The Contractor must comply with the one-for-one replacement of housing requirements of Section 104(d) of the HCD Act, as amended. The implementing regulations are found at 24 CFR Part 42, and for CDBG funds at 24 CFR § 570.606.

XLII. PROPERTY MANAGEMENT FOR CAPITAL PROJECTS

The Contractor shall engage in sound property and program management practices and at all times operate and maintain the Premises in a manner which fully complies with all applicable federal, state, and local laws, statutes, rules and regulations covering health and safety issues in order to provide decent, safe and sanitary housing, as now in effect or as may be hereafter amended. The Contractor specifically agrees to comply and pay all costs associated with achieving such compliance without any notice of requirement or requirements from the County, and that the County does not waive this section by giving notice of demand for compliance in any instance.

The Contractor shall throughout the term of this Contract, without cost or expense to the County, keep and maintain the Premises and all improvements, landscaping, fixtures and equipment which may now or hereafter exist thereon, in a neat, clean and sanitary condition, and shall, except for reasonable wear and tear, at all times preserve the Premises in good and safe repair.

If, after 30 days' notice from the County, the Contractor fails to maintain or repair any part of the Premises or any improvement, landscaping, fixtures or equipment thereon, the County may, but shall not be obligated to, enter upon Premises and perform such maintenance or repair and the Contractor agrees to pay the costs thereof to the County upon receipt of a written demand.

XLIII. TAXES AND LICENSES

The Contractor shall pay throughout the term of this Contract, all applicable taxes, and all licenses and excise fees covering the ownership and operations of the Premises.

XLIV. PROCEDURE IN THE EVENT OF CASUALTY/CONDEMNATION FOR CAPITAL PROJECTS

- A. In the event that all or any portion of the Premises is taken or conveyed as a result of any condemnation proceeding or damaged as a result of any casualty, the County and the Contractor agree that the proceeds of any condemnation or casualty affecting the Premises shall be made available for the repair or restoration of the real property if the County and the Contractor in their reasonable judgment agree that:

1. Repair or restoration of the real property is feasible and that sufficient funds are available to complete such work;
 2. After the completion of work, the real property can be feasibly operated within the restrictions and requirements of the Project/Program Exhibit; and
 3. More than two years remain after the completion of the work until the end of this Contract.
- B. The County and the Contractor shall meet as necessary to discuss in good faith the rebuilding or repair of the real property and reach a decision with respect thereto within 60 days after the occurrence of the casualty or condemnation. If the parties cannot in good faith agree to repair or restore the real property as provided above, then any proceeds of the casualty or condemnation, within 60 days of demand, shall be paid first to satisfy the County's lien. The balance of the proceeds shall be paid to the Contractor.

IN WITNESS HEREOF, the parties hereto have caused this contract to be executed and instituted on the date above written.

KING COUNTY:

CITY OF BLACK DIAMOND:

In Process

FOR

King County Executive

Signature

Carol Benson

Date

Name (Please type or print)

Date

Approved by DCHS Director

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY



Certificate of Coverage

Certificate holder: King County Housing & Community Development ATTN: Quincy Williams 401 Fifth Avenue, Suite 510 Seattle, WA 98104	Policy number: None Term of certificate: 1/1/2020 – 1/1/2021 Annual re-issue: Yes
--	--

RE: Morganville South Water Main Replacement

Please be advised that the **City of Black Diamond** is a member of the Association of Washington Cities Risk Management Service Agency (RMSA), and participates in the self-insured and loss-pooling programs checked below, which are administered by the AWC RMSA for its members.

Type of coverage	Limits	Deductible
<input checked="" type="checkbox"/> All risk property coverage	\$250 million per occurrence	\$0
<input checked="" type="checkbox"/> Liability coverage	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Employee fidelity blanket coverage	\$1 million per occurrence	\$0
<input checked="" type="checkbox"/> Comprehensive auto liability	\$15 million per occurrence	\$0
<input checked="" type="checkbox"/> Cyber liability	\$2 million per occurrence	\$0
<input checked="" type="checkbox"/> Pollution liability	\$2 million per occurrence	\$0

Under the AWC RMSA Coverage Agreement issued to the member referenced above, and within the limits and provisions of the above program, AWC RMSA has agreed to provide, to the certificate holder named above, defense, payment, and loss or indemnification funding in accordance with the terms of the Coverage Agreement, with the exception that no defense or indemnity is available for claims arising from the sole negligence of the certificate holder with respect to the referenced operations or activities.

AWC RMSA is not an insurance company and therefore cannot name an additional insured or loss payee.

Cancellation: Should the above described coverage be cancelled before the expiration date thereof, the AWC RMSA will provide notice to its members in accordance with its Coverage Agreement. Failure to provide such notice to the certificate holder shall impose no obligation or liability of any kind upon the AWC RMSA.

This certificate is issued for information only and gives no rights to the certificate holder. This certificate does not amend, extend or alter the coverage provided by the AWC RMSA.

A handwritten signature in black ink that reads 'Carol Wilmes'.

Carol Wilmes
Director of Member Pooling Programs

cc: **City of Black Diamond**

**EXHIBIT II
CITY OF CITY OF BLACK DIAMOND
MORGANVILLE WATER MAIN IMPROVEMENTS**

Contract No.: 6179601	Project No.: 1127771/ C20323
King County Project Manager: Quincy Williams	Contractor Contact Person: Scott Hanis
Start Date: 8/1/2020	Telephone: 206-851-4446
End Date: 10/31/2021	E-Mail: shanis@blackdiamondwa.gov

I. WORK STATEMENT

This Contract entered into between King County Housing, Homelessness and Community Development Division (HHCDD) (hereinafter referred to as “the COUNTY”) and City of Black Diamond (hereinafter referred to as “CONTRACTOR”) to identify the roles of the parties to implement the Community Development Block Grant (CDBG) activities that are the subject of this Exhibit, beginning on August 1, 2020 and ending on October 31, 2021. All such activities shall be carried out in a manner which fully complies with all applicable federal, state and local laws, statutes, rules and regulations, as currently in effect or as amended in the future.

This Contract provides the basis for collaboration in implementing the improvements for City of Black Diamond Morganville Water Main Replacement herein referred to as “the PROJECT”. Scope of the work is as follows: CDBG funds will be combined with City funds to pay for the design/engineering, environmental review, and construction to replace asbestos water main with ductile iron water main, along with asphalt overlay of the roadway. The total amount of funds awarded to this Exhibit shall not exceed \$358,517 in King County administered CDBG funds. The Catalog of Federal Domestic Assistance (CFDA) number for the CDBG Program is 14.218; FAIN No. B-20-UC-53-0001.

II. PROGRAM DESCRIPTION

A. Goal

Improve the living environment in low- and moderate-income neighborhoods and communities in accordance with jurisdictions’ adopted Comprehensive Plans and the Countywide Planning Policies by making CDBG capital funds available for high priority public improvement needs such as public infrastructure, water, sewer, sidewalks, etc., park facility needs and accessibility improvements, in a range of low- to moderate-income areas of King County Consortium cities.

B. Outcome

The community is a healthier and/or safer place to live, and/or has more amenities, including improved living conditions. The City of Black Diamond, as a provider of potable water, is required to provide safe water to its customers. The City needs to have the proper infrastructure in place to provide water and to provide enough water to provide enough flow for firefighters. In portions of the City, the size of the water main is undersized and/or is made of materials that have exceeded their useful life or contains asbestos. In this location, the water mains on both Morgan Drive and Union Drive are undersized, and the main on Morgan Drive is made of old asbestos cement. Upon

completion of the PROJECT, this project will provide a direct benefit for Twenty-five homes.

C. Indicators

Upon completion of the project, CONTRACTOR will have replaced a hazardous water main that will benefit 25 homes in the City.

III. ROLES OF PARTIES

- A. Under this Contract the responsibilities of the COUNTY shall be as follows:
1. The COUNTY shall have the lead role in directing federal requirement implementation of the PROJECT during the construction phase in order to ensure that the PROJECT chosen for award of CDBG capital funds is completed pursuant to all applicable CDBG and other federal regulations.
 2. The COUNTY shall conduct all necessary environmental reviews described in 24 Code of Federal Register (CFR) 570.604 - Environmental standards - of the CDBG regulations and § 58.5 - Related Federal Laws and Authorities - for compliance with requirements of the CDBG program. All mitigation measures identified in the Environmental Review shall be incorporated herein by this reference and shall be monitored and enforced during the implementation of the project. All mitigation measures shall be included in all bid specifications and construction contracts related to the PROJECT.
 3. The COUNTY shall provide all federal and King County requirements for all plans, specifications and bid documents prepared for procurement of professional services and construction contracts.
 4. The COUNTY shall assure that the CDBG funds under this Exhibit will be used to pay for construction expenditures and project costs (soft costs) that are eligible to meet Federal requirements of the program and Uniform Administrative Code. Construction scope and requirements of the PROJECT will be added through an amendment to this Contract. This will occur upon the completion of the environmental review record so all mitigation measures identified are incorporated into the construction phase.
 5. The COUNTY shall be an equal participant in collaborating with CITY OF BLACK DIAMOND on development of the following final procurement documents for advertising or soliciting responses for any type of good or service including, but not limited to, professional services and construction services:
 - a. Finalize Construction bid specifications;
 - b. Invitation to bid;
 - c. Request for proposals; and
 - d. Request for qualifications.
 6. The COUNTY shall prepare the U.S. Department of Housing and Urban Development (HUD) Section 3 report for all contracted services related to the PROJECT.
 7. The COUNTY shall ensure that the construction bid specifications and construction contracts assisted in whole or in part under this Contract, include provisions requiring each prime construction contractor (hereinafter referred to as the "PRIME") to submit assurance of final payments in a format approved by the County.
 8. The COUNTY shall provide staff to direct implementation of the PROJECT and must explicitly approve by signature any and all payments made concerning the PROJECT during the construction phase.

9. The COUNTY shall assign a Project Manager from the HHCDD Community Development Program to act in this capacity and to work with CITY OF BLACK DIAMOND to implement the project during the construction phase.
 10. The COUNTY shall facilitate standing weekly construction meetings at a site mutually agreed upon with an assigned representative of CITY OF BLACK DIAMOND and the PRIME during the course of construction and implementation through construction closeout. Virtual meetings shall be an acceptable substitute for on-site meetings per Public Health & Safety requirements.
 11. The COUNTY shall work with CITY OF BLACK DIAMOND in the event that the CDBG funding award is not enough to cover all desired improvements, and the two parties shall jointly determine the priority of the improvements to be made within funding limits.
 12. The COUNTY shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest.
 13. COUNTY staff shall verify that federal labor requirements and Section 3 Requirements, have been met prior to approving any payment on the PROJECT. Payment will be withheld for any costs by CITY OF BLACK DIAMOND, the PRIME or any sub-contractor of construction that is out of compliance.
 14. The COUNTY shall be the recipient of certified weekly payrolls of construction activity and supporting documents for labor compliance. Upon review and approval of said documents, COUNTY shall approve payment to CITY OF BLACK DIAMOND and/or to the PRIME, depending on the nature of the expenditure and the line item budget in SECTION IV.C.2.
 15. COUNTY activity project delivery costs for the project will be determined and combined with the project as part of the overall CDBG project budget.
- B. Under this Contract the responsibilities of CITY OF BLACK DIAMOND shall be as follows:
1. CITY OF BLACK DIAMOND shall provide staff to implement the PROJECT and will be a signatory on any payment during the implementation of the PROJECT. CITY OF BLACK DIAMOND shall assign a Project Manager to act in this capacity and to work with the COUNTY to implement the project.
 2. CITY OF BLACK DIAMOND shall provide all local and state requirements for any plans, specifications and bid documents prepared for procurement of professional services and construction contracts.
 3. CITY OF BLACK DIAMOND shall collaborate with the COUNTY to run an approved procurement process for engineering services for the design and construction oversight of the PROJECT. CITY OF BLACK DIAMOND shall assume responsibility for ensuring the following:
 - a. CITY OF BLACK DIAMOND shall hire and subcontract with a registered professional engineer (herein after referred to as Engineer), subject to COUNTY approval, to prepare all plans and specifications necessary to publicly bid the PROJECT for award to the PRIME, and to have the option to provide construction oversight, including staking, surveying and all inspections of the PROJECT or hire construction management in coordination with the COUNTY and PRIME.
 - b. The sub-contract shall require the Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 general annual aggregate for personal injury and property damage for the protection of the COUNTY, its officers,

CITY OF BLACK DIAMOND and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to any of Engineer's sub-contractor's performance of this Contract.

- c. The sub-contract shall require the Engineer to maintain professional liability insurance in an amount of not less than \$1,000,000 per claim. Such insurance shall include limited contractual liability coverage and shall provide for thirty days prior written notice to the COUNTY in event of cancellation. The Engineer shall endeavor to use good faith in order to maintain in force such coverage for not less than three years following completion of the PROJECT. The COUNTY, at its option, may require a complete copy of the above policy and evidence of required coverage.
 - d. The sub-contract shall require the Engineer to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, CITY OF BLACK DIAMOND and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within 30 days after any reduction on the general annual aggregate limit.
 - e. The sub-contract shall require the Engineer to furnish the COUNTY evidence of the insurance required in III.B.3 (b) and (c) prior to the issuance of a Notice To Proceed.
 - f. The sub-contract shall ensure that the Engineer's responsibilities include, but are not limited to, the following:
 - i. During construction the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by CITY OF BLACK DIAMOND.
 - ii. All reports and recommendations concerning construction shall be submitted to the COUNTY for approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY OF BLACK DIAMOND' approval.
 - iii. In the event of modifications to the construction contract, which result in an increase in the contract amount, without the prior approval of the COUNTY, CITY OF BLACK DIAMOND shall be solely responsible for such modifications.
4. CITY OF BLACK DIAMOND, in coordination with the COUNTY, shall run an approved procurement process for construction of the PROJECT.
- a. Such services shall be reimbursed to CITY OF BLACK DIAMOND if they were identified in the PROJECT application as a CDBG eligible expense of the PROJECT and funds were awarded for that purpose.
 - b. CITY OF BLACK DIAMOND shall assure that all specifications and drawings shall be in conformance with current standards and general specifications as set forth in the application of the PROJECT, and shall collaborate with the COUNTY to ensure compliance with local, state and federal requirements associated with the use of CDBG funds.
 - i. CITY OF BLACK DIAMOND shall collaborate with the COUNTY to ensure compliance with Section 3 requirements set forth at 24 CFR Part 135 in obtaining design services. Compliance with Section 3 requirements is set forth at 24 CFR Part 135.38. When applicable, said requirements shall be incorporated into

- construction bid specifications, invitations to bid and/or requests for proposals as well as construction contracts with a contract value which exceeds \$100,000.
- ii. The work performed by this Contract may also be subject to the State's prevailing wage laws, Chapter 39.12 Revised Code of Washington (RCW). CITY OF BLACK DIAMOND shall consult with the Washington State Department of Labor and Industries to determine the State prevailing wages that must be incorporated into the Bid Documents.
 - c. CITY OF BLACK DIAMOND shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state, and federal law.
 - d. CITY OF BLACK DIAMOND shall obtain any easements or approvals necessary to allow access onto private property. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA).
 - e. CITY OF BLACK DIAMOND shall use a more restrictive procurement procedure by sealed bids (formal advertising) except when allowed by Title 2 Part 200.318-326. Bids shall be publicly solicited and a firm-fixed-price contract shall be awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 - f. CITY OF BLACK DIAMOND shall exclude construction contractors that developed or drafted specifications, requirements, statements of work, invitations for bids, and/or requests for proposals related to this PROJECT from competing for such procurement as part of its efforts to eliminate unfair competitive advantage.
 - g. CITY OF BLACK DIAMOND shall seek a minimum of three bids or price quotes (for light poles) to enhance the opportunity to obtain the best price for the construction of the PROJECT. If three bids are not received, CITY OF BLACK DIAMOND will work with the COUNTY to identify an appropriate and legally acceptable alternative course of action to procure a construction contractor.
5. CITY OF BLACK DIAMOND shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by CITY OF BLACK DIAMOND as provided by Washington Statute.
 6. CITY OF BLACK DIAMOND shall bear the risk of loss from fire, extended coverage, and shall purchase and maintain property insurance on all affected CITY OF BLACK DIAMOND property. CITY OF BLACK DIAMOND will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance.
 7. CITY OF BLACK DIAMOND shall provide all necessary staffing support to assist the COUNTY with the completion of the PROJECT.
 8. CITY OF BLACK DIAMOND shall submit to COUNTY for its approval all reports and recommendations concerning construction of PROJECT. The COUNTY will submit to CITY OF BLACK DIAMOND for its approval all of COUNTY's decisions affecting construction. Both parties agree that their approval may not be unreasonably delayed withheld or conditioned and will follow guidelines outlined in Attachment B., Project Implementation Manual. A customized Attachment B. 'Project Implementation Manual' shall be incorporated herein by this reference and shall be referred during the course of the implementation of the project.

9. CITY OF BLACK DIAMOND shall have mutual signature authority for changes, change orders, modifications, or amendments of this Exhibit and/or any subsequent sub-contracts, as necessary to serve the public interest. Upon completion of the PROJECT, CITY OF BLACK DIAMOND agrees to:
 - a. Accept the improvements;
 - b. Become the successor of the Construction Contract; and
 - c. Continue operating the property as a water main.
10. Public Information
 - a. In all news releases and other public notices related to projects funded under this Contract, CITY OF BLACK DIAMOND shall include information identifying the source of funds as the King County Consortium Community Development Block Grant Program.
 - b. During construction of the project, a durable and adequately visible sign shall be erected at the construction site, identifying the source of funds, such as: "Funding for this project was provided by King County Consortium Community Development Block Grant Program."
 - c. A plaque shall be permanently placed in the highest foot traffic area readily visible to the public. The size should be at a minimum 12" by 12". The plaque should contain the following:

In Process

FUNDING FOR CITY OF BLACK DIAMOND MORGANVILLE WATER MAIN
PROVIDED BY
KING COUNTY CONSORTIUM COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM AND CITY OF CITY OF BLACK DIAMOND
THROUGH THE U. S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT
[DATE]

C. Records and Reports

CITY OF BLACK DIAMOND shall maintain files for this project containing the following items:

1. Documentation demonstrating CITY OF BLACK DIAMOND' determination of eligibility for the project activity and the national objective met per CDBG Program regulations per Census Data: The project benefit area is entirely located in an eligible area. The project is in Census Tract 0316.03 and Block Group 3, which has a Low/Moderate income level of 56.43%.
2. Notice of Grant Award;
3. Motions, resolutions, or minutes documenting Board or Council actions;
4. A copy of this Contract;
5. Correspondence regarding budget revisions;
6. Copies of all invoices and reports submitted to the COUNTY for this project;
7. Bills for payment;
8. Copies of approved invoices and warrants;
9. Payroll time sheets for actual salary and fringe benefit costs, time sheets signed by a supervisor and annotated to document percent of time charged against this project if less than full time;
10. Documentation, such as log sheets, of copy machine use, postage, telephone use, and office supplies when these costs are shared with other programs and

no invoice is available, or alternative, annotated invoices may be used to document charges as appropriate;

11. Documentation of mileage charges for private auto use;
 12. Documentation of the solicitation process used to select vendors and sub-contractors with original purchase orders and sub-contracts;
 13. Documentation related to adherence to labor compliance rules and regulations and report submittal related to such; and
 14. CITY OF BLACK DIAMOND shall submit project status information on a Program Accomplishment form.
- D. Project Completion Ceremony

Upon completion of the PROJECT, the COUNTY and CITY OF BLACK DIAMOND shall coordinate to determine whether there will be an event or to jointly plan for such an event (for example: ribbon cutting, open house, grand opening, tour, etc.) to celebrate the successful execution of the project. Invitations may be extended to the following representatives: King County Executive, or the Department of Community and Human Services representative on behalf of the Executive, an appropriate King County Council member(s), and a representative from the local HUD Field Office.

IV. COMPENSATION AND METHOD OF PAYMENT

A. Billing Invoice Requirements

1. The COUNTY will not make payment on an invoice unless the HHCDD Project Manager has signed approval for payment on the Application and Certificate for Payment form (see Attachment B. 3.03) before the payment was made, and in advance of submittal for payment.
2. CITY OF BLACK DIAMOND shall submit invoices to the COUNTY within ten business days after the end of each quarter in which CITY OF BLACK DIAMOND incurs costs under this Contract. The final request shall be submitted prior to December 31, 2021.
3. CITY OF BLACK DIAMOND shall submit invoices to the COUNTY in the form of a CDBG Program Invoice form. Such forms shall be signed by an authorized representative of CITY OF BLACK DIAMOND and shall be accompanied by copies of supporting documents of eligible expenditures.
4. The COUNTY shall retain ten percent of the value of the contract provided under this project until all construction activities are completed and labor standards are met. The COUNTY shall disburse the retained amount with the final invoice upon the COUNTY's verification that CITY OF BLACK DIAMOND, the Prime and all sub-contractors have complied with the provisions of this Contract.
5. Payments shall be made upon the joint approval of CITY OF BLACK DIAMOND, COUNTY Project Manager and Davis Bacon Compliance Officer, each verifying that respective supporting documentation meets compliance requirements.

B. Method of Payment

CITY OF BLACK DIAMOND shall be reimbursed for satisfactory completion of the requirements specified in this Contract in a sum not to exceed \$358,517.

C. The COUNTY shall apply the following CDBG funds to the project in accordance with the Line Item Budget Summary below.

1. CDBG Funds

King County Consortium Community Development Block Grant 2020 Funds: FAIN B-20-UC-530001	\$358,517
Total CDBG Funds: CFDA 14.218	\$358,517

2. Line Item Budget

Item	CDBG Funds	Other Funds	Total Funds
CDBG Environmental	\$4,000	\$0	\$4,000
Design & Engineering	\$75,000	\$0	\$75,00
Project Soft Costs	\$25,206	\$0	\$25,206
Construction Costs	\$254,311	\$0	\$254,311
TOTAL CONTRACT BUDGET:	\$358,517	\$0	\$358,517

D. Project Milestones

- The following milestones shall be set forth for project accomplishment. Milestones may be amended from time to time with the written Contract of the COUNTY and CITY OF BLACK DIAMOND.
- The Project shall be implemented in accordance with the following schedule.

Milestones for Design & Bidding Phase	Projected Completion Date
Environmental Review	March 2020
Design Complete	November 2020
Bid Opening	December 2020
Pre-Construction Conference	February 2021
Construction 50% Complete	May 2021
Construction 100% Complete	August 2021
Labor Standards Reviewed and Accepted Release Retainage	September 2021
Project Funding Report Form Filed w/HHCCDD Staff	October 2021

E. Liaison Responsibility

Scott Hanis will act as liaison from CITY OF BLACK DIAMOND for the PROJECT.

Quincy Williams will act as liaison from KING COUNTY.

F. Special Requirements

- Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus or similar benefits provided by any other party.
- Notice

Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Contract.
- Non-substitution for Local Funding

The CDBG funding made available under this Contract shall not be utilized by CONTRACTOR to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Contract.

4. Evaluation

CONTRACTOR agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.

5. Change of Use

CONTRACTOR agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 and the King County CDBG Consortium Policies.

6. Reversion of Assets

Upon expiration or termination of this Contract, CONTRACTOR shall transfer to the COUNTY any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CONTRACTOR's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall ensure said real property is either:

- a. Used to meet one of the National Objectives in CFR 570.208 for the term of this CONTRACT; or
- b. Not used to meet on the National Objectives for the term of this CONTRACT, in which event CONTRACTOR shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

V. TERM OF AGREEMENT

- A. This Contract becomes effective when it is signed by both Parties.
- B. The term of this Contract is a period beginning when it becomes effective and ending six years after closeout of the Community Development Block Grant for this PROJECT.
- C. This Contract may be suspended or terminated prior to the expiration of its term by:
 1. Written notice provided to the COUNTY from CONTRACTOR before any materials or services for improvements are procured; or
 2. Written notice provided by the COUNTY in accordance with Part 200.339, included as Attachment A, resulting from material failure by CONTRACTOR to comply with any term of this CONTRACT; or
 3. Mutual agreement by the COUNTY and CONTRACTOR City in accordance with Part 200.339.
- D. Upon completion of improvements or upon termination of this CONTRACT, any unexpended balances of CDBG funds shall remain with the COUNTY.

Attachment A

Title 2: Grants and Agreements

[PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#)

[Subpart D—Post Federal Award Requirements](#)

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding CONTRACTOR or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding CONTRACTOR or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding CONTRACTOR or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding CONTRACTOR or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding CONTRACTOR regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding CONTRACTOR).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Attachment B: CDBG Capital Project Implementation Manual

1.00 ADMINISTRATION

1.01 PROJECT Construction Implementation Method

General

These procedures outline the construction implementation policies and procedures of the Housing and Community Development-Community Development (HHCDD-CD) and the CDBG Awardee/Subrecipient hereafter referred to as "Project Owner."

The Architect/Engineer, as part of his/her professional services contract, will provide the technical direction for the project construction, and assist in the administration of the project.

Project Team

The Project Team will consist of the HHCDD Project Manager, Owner's Representative, and Prime Contractor. Other staff may be included as required, including Environmental Review Specialist, and Davis Bacon Labor Compliance Officer.

In this document "Prime Contractor" indicates the licensed, bonded "General" Building Contractor who holds the prime contract with Project Owner.

Owner's Representative

The Owner's Representative is Project Owner's on-site assistant, and provides on-site coordination and Communication.

Architect/Engineer

If the project's complexity requires the use of an Architect/Engineer, the Project Team works with the Architect/Engineer to design and provide construction documents for the construction of the project. From commencement of the bidding phase through the completion of construction, the Owner's Representative assumes a leadership role for the construction phase. During the construction phase the Architect/Engineer makes technical decisions regarding the work, and Owner's Representative performs the overall construction administration. The Architect/Engineer, and Owner, with input from HHCDD Project Manager as to federal regulatory requirements such as NEPA/Davis-Bacon, shall approve all required tests, materials, equipment, schedules, substitutions of materials, colors, textures, adequacy of work, payments, change orders to the contract, time extensions and final acceptance of the project.

Should the project not require a full time Architect/Engineer, the Project Team will delegate to its members such duties as listed below in this document.

1.02 Project Team

Duties of the Project Team

The Project Team is responsible to the Capital Programs Manager and Community Development Program Manager regarding CDBG matters: completion of City of Black Diamond Water Main within the scope and budget approved by the Joint Recommendations Committee (JRC); provide federal regulatory oversight to the Project Owner, Owner's Representative, and Architect/Engineer in their roles in the construction of the project; ensure communication of project status and approvals as required from the King County Executive and/or committees. The Project Team will make decisions based upon the consensus of the members. Should consensus not be achievable, the issue will be brought before the

appropriate line of authority for each entity for further discussion and consideration until a resolution is found.

Limits of Authority

Any proposed out-of-scope changes affecting the CDBG will be reviewed by the Project Team before giving approval to proceed with the changes to the Owner's Representative. The Project Team will closely monitor budget status and promptly notify the HHCDD Community Development Manager should current projections exceed approved CDBG budget. It is anticipated that the construction contract will be awarded at an amount less than the budgeted amount, and that a 10 percent contract contingency will be authorized for management of the project similar to other similar construction projects.

Should the Project Team determine that the contract contingency is likely to be exceeded, requests for additional funding may be submitted to the HHCDD Community Development Program Manager and ultimately the Joint Recommendations Committee. Request should be on Agency letterhead stating reason(s) for the need of additional funding. Additional funding is in no way guaranteed.

1.03 Owner's Representative

Duties of the Owner's Representative

The Owner's Representative shall provide on-site construction administration and inspection; coordinate any construction inspectors assigned; and provide coordination and communication between the Project Team, the PRIME, the Architect/Engineer, and any additional consultants. The Owner's Representative shall provide documentation and prepare reports.

Limits of Authority

The Owner's Representative shall NOT have the authority to enter into contracts or agreements or to make changes to any of the contracts or agreements on behalf of Project Owner without the specific approval of the HHCDD Community Development Program Manager. The Owner's Representative may approve minor changes up to \$5,000 that are in-scope of the current project design. Any out-of-scope changes must be brought to the Project Team for review.

The Owner's Representative shall have signature authority for correspondence in administering the project with the PRIME, the Architect/Engineer, , and maintain documentation of the testing laboratories with the inclusion of initials of the HHCDD Project Manager indicating review and approval.

Construction Administration

- a. Review all contract documents and ensure all appropriate procedures are used. Recommend revisions or new procedures as necessary.
- b. Monitor overall budget and schedule, and advise the Project Team of any trends that affect the timely procedures and cost effective completion of the project.
- c. Attend regular and special construction meetings to evaluate and control progress, quality, budget, and other items for which action may be needed.
- d. Review and coordinate all services provided by testing and inspection firms for compliance with service agreement requirements. Review and approve all invoices submitted by these testing and inspection firms and then submit recommendations to the Project Team for final approval. Review and initial the daily diary of the construction inspector.
- e. Monitor Architect/Engineer submittal log to assure all submittals are approved in a timely manner (this includes resubmittals). Request Architect/Engineer to distribute a final submittal log which demonstrates acceptance of all submittals.

- f. Check the contractor's estimate of work completed for partial payments based on the approved cost breakdown.
- g. Monitor progress schedule to reflect work completed vs. actual time.
- h. Coordinate additional CONTRACTOR consultants.
- l. Evaluate and make recommendations to the Project Team regarding proposed contract changes and resolution of all claims. As directed by the Project Team, participate in or conduct negotiations to resolve claims or disputes.
- j. Maintain a change order log that includes a cumulative total of changes to the contract, and reconcile change order costs with contractor payment requests.
- k. Coordinate final acceptance, inspection, and scheduling of occupancy.
- l. Monitor completion and turnover of operation and maintenance data and record drawings; Monitor required operating tests and training required by contract; Execute the Certification of Completion form if required.
- m. Complete and transmit the Project Closeout Checklist to the Project Team.

Inspection

- a. Be familiar with the plans and specifications and the general contractor's operations at all times.
- b. Personally observe, check and measure items placed in the construction for compliance to the contract documents, technical instructions from the Architect/Engineer and directives from the Project Team.
- c. Supervise and/or perform on-site testing and ensure that all required tests are performed by the testing laboratory, the contractor or the Architect/Engineer as specified in the contract documents. Check and report all failed tests to the Architect/Engineer, the PRIME, and the Project Team and request instructions as to further procedure. Check billings from the testing laboratories to see that billings reflect only tests actually performed and requested, and that unit rates match personnel used and tests performed.
- d. Prevent installation of any related work until shop drawings have received final approval from Architect/Engineer.
- e. Inspect all materials immediately upon their delivery to the site to ensure that they comply with the specifications and approved submittals and shop drawings, and are in good condition, new, undamaged, etc. Mark, segregate, and remove condemned materials.
- f. Receive samples which are required to be furnished at the job site; record date received and from whom, notify Architect/Engineer of their readiness for examination, record Architect/Engineer's approval or rejection; and maintain custody of approved samples.
- g. Record the Architect/Engineer's or their consultant's verbal instructions during field supervision trips, in the construction inspector's daily diary for that day or on a field instruction report. Should there be any question as to the consultant's instruction, he shall consult the Architect/Engineer whose decision shall govern.
- h. Assist in relaying instructions from the Project Team and the Architect/Engineer to the contractor and in relaying problems from the contractor to the Architect/Engineer and the Project Team for solution. Actively assist in securing decisions and clarification from the Architect/Engineer in a timely manner.
- i. Review the contractor's work on the required record drawings weekly to ensure that they are accurately marked up as required. Report any non-compliance at project meetings.
- j. Assist the Architect/Engineer in the final inspection and project acceptance phase.
- k. Upon completion of the project, review with the Architect/Engineer any and all warranties, keying, operating instruction, completion of final punch list items, etc., that are called for in the project documents. Confirm that these are received before certifying the completion of the work in writing.
- l. Execute the Certification of Completion form, at completion of construction, that the project was constructed in accordance to the project documents.
- m. Complete and transmit the Project Closeout Checklist to the Project Team.

- n. Report to the Project Team poor performance or any acts prejudicial to Project Owner's/County's interests. This report shall be in writing whenever such conditions may come to the attention of the Owner's Representative.
- o. Maintain a photo log during each inspection to document at completion of project.

Documentation

- a. Develop procedures to initiate and maintain document files.
- b. Maintain project journal describing general events, noting problems and unusual events, decisions and directions given to the contractor by the Architect/Engineer, the Project Team, or the Owner's Representative. The journal should be completed at least weekly, and factually. The journal should reflect the contractor's activities, and include weather conditions, personnel working, and significant pieces of equipment on site. The journal shall be signed in ink below the last entry. Electronic journals are acceptable given legally valid verification methods. Fill out and transmit to the Project Team a report of injury whenever there is an accident.
- c. Submit weekly and monthly written reports to the Project Team and the Architect/Engineer to reflect new and unresolved issues, schedule, quality control, submittal review, budget control including contingency balance, and any other pertinent issues. Project progress reports shall reflect completed work versus contract time.

Additional Duties

- a. Manage the Architect/Engineer contract. Process requests for payment, verify completion of required contract tasks, and negotiate any proposals for additional fees due to changes in the contract work. Any increases to the scope of the Architect/Engineer contract must be reviewed and approved by the Project Team.
- b. The Owner's Representative may assume other responsibilities as directed by the Project Team.

1.04 Construction Inspector (if applicable)

Any construction inspector assigned to the project will be administratively supervised by the Owner's Representative. The construction inspector may perform some of the duties assigned above to the Owner's Representative as directed by the Owner's Representative.

Limits of Authority

The construction inspector shall NOT have the authority to enter into contracts or agreements or to make changes to any of the contracts or agreements on behalf of the Project Owner or County.

Restrictions on the Construction Inspector's Authority

- a. Shall rely on the Architect/Engineer for technical interpretations of the contract documents. This includes approval of shop drawings and samples.
- b. Shall not authorize deviations from the project documents.
- c. Shall not avoid conducting any tests required.
- d. Shall not interfere with the responsibilities of the contractor and its field staff.
- e. Shall not advise on, or issue directions relative to any aspect of the building technique or sequence unless a specific technique or sequence is called for in the specifications.

Duties of the Construction Inspector

- a. Maintain an effective working relationship with the contractor, the Architect/Engineer, the Owner's Representative and the County, so as to safeguard the interest of the Project Owner and County.

- b. Be tactful, firm, and fair in his/her insistence to the adherence of the intent of the contract documents.
- c. Review and inspect work and materials in a timely manner so as to avoid, as much as possible, disruption to the schedule or work already in place.
- d. Rely on the Architect/Engineer to solve technical problems that arise during construction.
- e. Exert extreme care that verbal and written communications to the contractor cannot be misinterpreted as changes in the scope of the work, or a change in the contract amount, unless the communication has the written approval of both the Owner's Representative and the County.

2.00 PRE-BID, BID, AND AWARD PHASE

2.01 Pre-bid

Project team should decide on method of procurement. CDBG funds shall adhere to Procurement Procedures found at 2 CFR 200.317-326.

Projects over \$250,000 shall be formally advertised with sealed bids. Projects below that threshold may utilize small purchase procedures allowed at 2 CFR 200.320(b)

Shortly before procurement is to begin (when the construction documents are in plan check), the Owner's Representative will facilitate the pre-bid meeting.

The Owner's Representative reviews the following with the Architect/Engineer: chairing project meetings and producing minutes, response times to shop drawings and requests for information, any special requirements, General, Supplemental and Special conditions and language.

2.02 Pre-bid Meeting Agenda (Optional Sample)

- a. Review the special requirements of Project Owner, Prime Contractor and County, such as phasing, traffic control, parking, staging areas, deadlines, equipment installations, occupancy, and temporary utilities from utility company, etc. (project should pay its own way for temporary utilities), and have Architect/Engineer incorporate them into the specifications or request for proposals.
 - 1. Phasing: review phasing requirements in detail.
 - 2. Schedule: review any milestones and deadlines.
 - 3. Utilities
 - a. Shutdowns: discuss length of notice required and any special times (e.g. weekends only, etc.).
 - b. Chargebacks: discuss whether contractor is to be billed or if contingency is to cover costs, etc.
 - 4. Determine any Project Owner-supplied equipment.
 - 5. Determine contractor parking, staging area and haul routes and any restrictions.
- b. Review the contract time of performance and liquidated damages for contract overrun.
- c. Discuss the alternatives, allowances and/or unit price policies. Determine if any are to be included, and how covered in Division One and on bid proposal form.
- d. Plan the coordination of the project construction with other developments underway or proposed during the construction phase of the subject project.
- e. Set the bidding date and the amount of the plan deposit, and decide where bidders may secure plans or review them.
- f. Discuss the issuance of addenda.
- g. Explain the procedures and responsibilities for conduct of the project bidding and award of contract.
- h. Outline the testing procedures and explain construction inspection services.
- i. Discuss other items pertinent to this project, for example, all Project Owner-required restrictions shall be discussed and incorporated.
- j. Discuss Davis/Bacon federal labor requirements and compliance and environmental review mitigation measures.

2.03 General Make-up of Bidding Documents

- a. Bidding documents consist of the project plans and specifications and all local, state and federal requirements, both generated and prepared by the Architect/Engineer. Should print versions be

necessary it is preferred that technical specifications are printed on 8-1/2 x 11-inch sheets bound on the left side into book format. Printing on both sides of each sheet is preferred in order to make a thinner volume. The Project Owner should have standard contract general conditions and other legal requirements that must be included in the bidding documents. The following is an example of material that can be bound into the volume containing the specifications:

1. Cover and title page
 2. A general index of the volume
 3. Special Conditions:
- b. Environmental Review Mitigation Measures: The following are sample measures that should be modified per the requirements of the NEPA review carried out prior to execution of the CDBG contract between King County and Prime Contractor. These conditions shall be in the Construction Documents.
1. Historic Preservation
 - i. An Unanticipated Discovery Plan for unknown archaeological and human remains shall be in effect during construction. In the event that archaeological or historic materials are discovered during project activities, work in the immediate vicinity shall stop, the area secured, and the King County Project Manager, State Department of Archaeology & Historic Preservation and concerned tribes notified, and any related issues shall be resolved before construction work continues.
 2. Endangered Species Act

The following mitigation measures shall be followed for the duration of the project:

 - ii. Construction Best Management Practices shall be used, including implementation of spill prevention, control and containment measures; proper staging of construction equipment and materials; temporary erosion and sediment control (TESC) measures; TESC implementation monitoring and adaptive management aimed at the prompt detection and correction of erosion and sedimentation problems during construction; and thorough re-vegetation of soil surfaces affected shall occur to mitigate soil disturbances.
 - iii. The project shall not increase impervious surfaces (beyond the wall itself), generate stormwater runoff or entail removal of any streamside vegetation.
 3. Coastal Zone Management Act
 - i. The project shall comply with the State Environmental Policy Act.
 - ii. The project shall comply with all state and local laws and ordinances including stormwater, surface water and ground water regulations, as applicable.
- c. Contract general conditions, furnished by the Owner's Representative, Architect/Engineer and the HHCDD Project Manager, including sample forms for contract, bonds, etc.
- d. Supplementary general conditions, furnished by the Owner's Representative, and HHCDD Project Manager.
- e. All pertinent Prevailing wage rates, furnished by the Owner's Representative and HHCDD Project Manager – see: Davis Bacon Act.
- f. General requirements, prepared by the Architect/Engineer and approved by the Owner's Representative; may include provisions tailored to meet Project Owner's needs, e.g. laydown areas, traffic and parking control.
- g. Technical specifications, prepared by the Architect/Engineer.

2.04 Role of the Architect/Engineer During Bidding Phase

Should Project Owner utilize an architect or engineer, their responsibilities during bidding phase include:

- a. Coordinate delivery of the project plans and specifications through the Builder's Exchange on-line system, and ensure that both the plans and specifications are numbered consecutively.
- c. Ensure that a record is kept of all plans and specifications issued, by number of bid set and name of contractor receiving that bid set, along with contractor's address, phone and email address.
- b. Answer all questions from bidders relative to the project in an appropriate manner.
- c. Issue all addenda after obtaining approval from the Owner's Representative and HHCDD Project Manager. Ensure that all addenda issued are attached to the plans and specifications
- d. Attend the formal bid opening.
- e. Evaluate any bid overrun.
- f. Submit a complete listing of all tests required in accordance with the project specifications.

2.05 Role of the Owner's Representative During Bidding Phase

During the bidding phase of the project, the responsibilities of the Owner's Representative include:

- a. Make all arrangements required to accommodate the pre-bid walkthrough. (Optional)
- b. Handle all public information releases concerning the project through the Project Team.
- c. Prepare and conduct the formal bid opening at the Project Owner's administrative office/facility; accurately record all bids received on the official Abstract of Bids form.

2.06 Role of HHCDD Project Manager During Bidding Phase

During the bidding phase of the project, the responsibilities of the HHCDD Project Manager include:

- a. Accompany the Owner's Representative on the pre-bid walkthrough. (Optional)
- b. Review the records kept of all plans and specifications issued by number of bid set and name of contractor receiving that bid set, along with contractor's address, phone and fax numbers.
- c. Verify that all addenda issued are attached to the plans and specifications on hand and that copies are sent to all plan holders.
- d. Coordinate with Owner's Representative to assure that all public information releases concerning the project through the Project Team.
- e. Attend the formal bid opening at the Project Owner's administrative office/facility; verify accuracy of the recording of all bids received on the official Abstract of Bids form.

2.07 Advertising for Bids

For Sealed Bid Advertising, the Owner's Representative is responsible for placing advertisements soliciting bids in appropriate trade papers and newspapers, in accordance with the provisions of the contract laws that apply, including at least one minority paper. Advertisements for bids are placed approximately two weeks prior to the bid opening date. At this time the Owner's Representative directs the Architect/Engineer to produce project plans and specifications and arrange for Builder's Exchange on-line system by the day of the first advertisement date. Should printing be necessary, the Architect/Engineer shall seek bids for the printing and select the most economically responsive bid. Electronic copies of the Bidding Documents shall be distributed the entire team.

For Small Purchase Methods. A minimum of three price quotes shall be sought from local area building contractors. Generally, six quotes should be sought, making use of Minority/Women's Business Directory: <https://omwbe.wa.gov/directory-certified-firms>.

2.08 Addenda During Bidding

If utilized the Architect/Engineer is the only person who may clarify the contract documents and answer questions from bidders or other interested parties during the bidding period. In smaller projects, the Owner's Representative may assume these duties. The Owner's Representative must direct all questions concerning the project to the Architect/Engineer, other than those questions relative to withdrawing plans, etc., which are not technical. As the result of these questions and Architect/Engineer review of the plans, the need for clarification or additional information sometimes becomes necessary. The Architect/Engineer will then contact the Project Team for authorization to prepare and issue an addendum to the plans and specifications. The Architect/Engineer will also send to the Owner's Representative sufficient copies of the addendum for mailing to all plan holders and attachment to any remaining plans and specifications. The Owner's Representative must first clear addenda changes with the Project Team before they are issued. Addenda must be issued in sufficient time for bidders to react to them, and three days is deemed the minimum time for this.

2.09 Bid Opening

The Project Owner is free to use the following or similar procedures, as long as they maintain competition and fairness.

- City procurement standard protocols
- Architect/Engineer recommended methods
- WSDOT Procurement Procedures

These methods require a set definite time (in Pacific Time) for receiving quotes and bids and must be in the bid instructions, regardless if using sealed bid or not. The time chosen should be during common business hours and ensure a likelihood of responsive bids. Deadlines just before holidays, for example are discouraged.

All responsive bids will be read and tabulated with the apparent low bidder announced.

All bids will be taken for verification and responsiveness prior to notice of award.

2.10 Withdrawal of Bids

A bid may be withdrawn prior to bid opening by submittal of a notice of withdrawal to the Project Owner. The Owner's Representative must make sure, by direct question, that it is a bid withdrawal notice. The Owner's Representative must then read the notice, and attach it to the bid that is to be withdrawn. This bid must be set aside, to be returned to the bidder unopened if using sealed bid. Otherwise, the communication shall be documented and kept with original bid quote.

2.11 Determination of Contractor Responsibility

The Owner's Representative is responsible for completing the responsibility determination for the apparent low bidder. As specified in the contract General Conditions, there is specific information that must be provided by the low bidder within a fixed period of time after bid opening for the Project Owner to be able to make this determination. In the event the Project Owner determines the apparent low bidder is not responsible, there is a specified period within which a contractor can appeal the determination. After the appeal period, the process will start again with the next apparent low bidder. Any potential determination of non-responsibility must be discussed in advance with Project Owner's Attorney.

2.12 Bid Protests

The Owner's Representative will immediately confer with the Project Owner's Attorney, and suspend contract award, if a protest is received from any bidders within the specified protest period.

3.00 CONSTRUCTION PHASE

3.01 Preconstruction Meeting

The Owner's Representative is responsible for scheduling a preconstruction meeting at the nearest appropriate location to project site at the time of execution of the contract with the successful prime contractor (normally prior to the Notice to Proceed). Attendance at this meeting includes the Owner's Representative, other Project Owner staff; the Architect/Engineer; the Prime Contractor; and HHCDD Project Manager. The main duties and responsibilities of the persons filling these positions are outlined at this meeting. The Owner's Representative shall chair this meeting, which will be based on the preconstruction meeting agenda.

HHCDD Project Manager shall present each prime contractor and their accounting and/or payroll staff with detailed information regarding compliance with CDBG Program Regulations including, but not limited to, federal labor standards and Section 3 regulations. Pertinent federal forms will be distributed at the preconstruction meeting prior to the Notice to Proceed being issued.

OPTIONAL: The HHCDD Project Manager may opt for a separate meeting with Prime Contractor Payroll Staff. The meeting can be conducted in person or virtually to discuss Davis-Bacon/Section 3 paperwork and procedures outlined above. Subcontractor payroll staff are encouraged to attend meeting.

3.02 Progress Schedule and Contract Bid Cost Breakdown

As specified and as required by the contract, the Prime Contractor shall prepare a construction schedule and a contract bid cost breakdown, and submit copies to the Owner's Representative, HHCDD Project Manager and the Architect/Engineer. The Architect/Engineer, with input from the Owner's Representative, HHCDD Project Manager and Project Team, will review and approve both the schedule and the breakdown. Responses shall be compiled by the Architect/Engineer and returned to the Prime Contractor with copies to the Project Team. Project Team is responsible for reviewing the progress completion schedule on a monthly basis and alerting the Architect/Engineer of any slip in the Prime Contractor's performance of the approved construction schedule.

3.03 Contractor's Payment Request

3.03 Record Drawings

The Owner's Representative and the Architect/Engineer shall see that the contractor maintains "as-built drawings" during the course of construction as required by the contract. The contractor will transmit record drawings to the Architect/Engineer as part of the completion documents. The Architect/Engineer will correct his/her tracings at the completion of the contract in accordance with his/her design agreement. These drawings shall show actual as-built conditions including changes of dimensions or locations of items from the plans. Each change order to the contract shall be shown by reference or sketch drawing on the "record drawings." Supplementary drawings and change order drawings shall become a part of the record package. Every sheet of the contract drawings that differs from the record condition shall be marked to reflect the actual conditions, and sheets so changed shall be noted on the drawing title sheet. "Record drawings" shall be sufficiently exact and detailed so that any future work to the structure and adjacent areas may proceed with a minimum of difficulty.

3.04 Owner-Furnished Items

The Owner's Representative shall be responsible for coordinating the delivery of project items to be furnished by Project Owner.

3.05 Testing

At the beginning of the contract, the Architect/Engineer will list the materials and the types of testing required by the contract. The Prime Contractor will provide a submittal for a certified testing lab that Owner's Representative will review and approve. Prime Contractor will schedule the certified testing and provide all results to the Architect/Engineer. The Architect/Engineer retains the right to employ an alternate testing lab to confirm the testing results. Complete records shall be kept of all samples taken and tested as well as the results of the tests. Field tickets shall be attached to reimbursement for laboratory payment requests or invoices as a services source document.

3.06 Safety

Safety shall be a prime consideration in every operation on a construction project. The Prime Contractor shall have the appropriate safety measures in place and provide a Safety Plan for Owner's Representative review. A clean and safe job is a requirement of the contract, and adequate means are provided in the contract to enforce these conditions. Liability for safety shall be solely the responsibility of the Prime Contractor.

3.07 Field Instructions

Field instructions are the official written communication between the Owner's Representative/construction inspector and the Prime Contractor. Copies of all field instructions shall be sent to the Architect/Engineer. Field instructions may be served or addressed to the contractor for:

- a. Emergency work including safety violations.
- b. Outlining deficiencies and/or inspection corrections.
- c. Architect/Engineer directions or clarification.
- d. Directions to proceed with a change per the Contract General Conditions with the Project Team's authorization.
- e. Directions to proceed with disputed work per the Contract General Conditions with the Project Team's authorization.
- f. Other reasons requiring written communications.

3.08 Requests for Information (RFI) and Submittals

The Owner's Representative shall assist in timeliness by regular follow-up on all Requests for Information (RFIs) and all submittals of required materials and shop drawings to avoid delay in securing answers and approvals thereof. Materials shall be approved by the Architect/Engineer before they are allowed to be placed, otherwise notification should be given to the Prime Contractor that he is proceeding at his/her own risk. If the Prime Contractor claims that an RFI or submittal response is a change to the contract, the Owner's Representative and the Architect/Engineer shall review the Prime Contractor's claim and make recommendations to the Project Team as required; if a change is intended or direction to proceed under protest is required, a field instruction signed by the Owner's Representative and HHCDD Project Manager (pdf acceptable) shall then be produced and transmitted to the Prime Contractor.

4.00 CONTRACT CHANGE ORDER PROCEDURES

4.01 General

The following represent generally held change proposal (AKA change order) procedures. These procedures may adopted when they are absent from a Project Owner's construction policy-set. Should a Project Owner already have change order procedures (e.g. WSDOT General Provisions, or AIA Contract Conditions) they may be used in lieu of the following and with the HHCDD Project Manager's approval.

Inclusion of the HHCDD Project Manager in determining effect of Change Orders on CDBG-related matters may be required in such circumstances.

When the proposed need for a change order is first known by the Architect/Engineer, a change proposal shall be prepared. It is the conceptual approval form and should be prepared for each change as early as possible. A partial purpose of the change proposal is to eliminate unnecessary cost proposal requests to the Prime Contractor and to control additional construction and design costs. All proposed or requested changes to the contract in excess of the Owner's Representative's authority shall be discussed with the Project Team prior to or concurrent with a change proposal being prepared. The Project Team shall determine whether or not to proceed with the proposed or requested change. When so notified by the Owner's Representative, the Architect/Engineer shall proceed with the change proposal. No extra services are to be used by the Architect/Engineer prior to the approval.

4.02 Normal Change Orders

- a. The need for a change order usually arises from one of the following reasons:
 1. Error in or omission from the contract documents.
 2. Unforeseeable job site conditions such as rock, expansive soil, unrecorded utility lines or similar circumstances.
 3. Change in regulatory requirements, such as revisions in building codes, fire, safety or health regulations.
 4. A change originated by the Owner.
 5. Changes in specified work due to the unavailability of specified materials.
- b. The Architect/Engineer shall prepare a change proposal, in accordance with the following instructions and submit it to the Owner's Representative and HHCDD Project Manager.

4.03 Change Proposal Procedures

- a. The Architect/Engineer shall assign numbers to change proposals sequentially. Should a change proposal be voided or not used, then the change proposal log shall reflect that status.
 1. Description of Proposed Change: The Architect/Engineer shall describe completely and definitively the change or changes proposed.
 2. Necessity for Proposed Change: The Architect/Engineer shall state on the change proposal the condition, circumstance or occasion which makes the change proposal necessary. Be precise and specific. Indicate precisely what code change has been made, what condition was encountered, or what error or omission exists.
 3. Origin and Originator of Proposed Change: The Architect/Engineer shall name the originator of the proposed change and identify the original proposer, i.e. Architect/Engineer, Prime Contractor, Owner's Representative.
 4. The change order may be identified as one or more of the following.
 - 4.1 Error in or omission from the contract documents.
 - 4.1.1 Errors;
 - 4.1.2 Omissions.
 - 4.2 Unforeseeable job site condition such as rock, expansive soil, unrecorded utility lines or similar circumstances.
 - 4.3 Change in the requirements of a regulatory, such as revisions in building codes, safety or health regulations.
 - 4.4 A change originated by the Owner.
 - 4.5 Changes in specified work due to the unavailability of specified materials.
 - 4.6 Other, describe when applicable.
 5. Estimated Cost of Proposed Change

- b. **Construction Cost (Architect/Engineer Estimate):** The Architect/Engineer must provide an estimate of the additional cost or credit for the proposed change. If the Architect/Engineer estimates a change proposal to be a no-cost change, the estimated cost should be indicated as \$0. When the proposed change is originating from other than the Prime Contractor, the cost estimate should be made by the Architect/Engineer. The construction cost estimate should be of the "order of magnitude" or "probable cost" type. The Architect/Engineer should obtain assistance in obtaining the estimated construction costs from the Architect/Engineer's consultants, when appropriate. The Architect/Engineer should not discuss his estimate of the construction cost with the Prime Contractor. At this stage there is no assurance a change will be approved. When the proposed change originates from the Prime Contractor, and the Prime Contractor submits a cost, the Architect/Engineer shall review the Prime Contractor's cost, using, where appropriate, the Architect/Engineer's consultants and shall recommend that the Prime Contractor's cost is or is not a valid cost for the work done.
- c. **Architect/Engineer Extra Service Compensation:** The Architect/Engineer must also provide an estimate of the extra Architect/Engineer compensation required to make changes in the contract documents or produce additional drawings and/or specifications necessary to proceed with the execution of the proposed change. If the proposed change is Item 4.1 (error in or omission from contract documents), the estimated design cost shall always be indicated as \$0. The extra compensation requested by the Architect/Engineer may be allowed if it is in accordance with the Architect/Engineer's Agreement and is approved by the Project Team. Failure to include extra compensation in the change proposal may preclude the Architect/Engineer from claiming such extra compensation at a later date. Incorrectly quoted compensation may be revised upon submittal by the Architect/Engineer of a complete description and substantiation for the additional compensation prior to approval of the proposed change order. A delay in this submission may result in a rejection of the amended compensation request. If approved, a letter authorizing the extra services compensation will be sent to the Architect/Engineer from the Project Team.
- d. **Preparation and Recommendation:** The Architect/Engineer must include his/her signature and then submit the change proposal to the Owner's Representative. The Owner's Representative will then secure the reviews/approvals of the Project Team.
 - 1 The Owner's Representative shall make a recommendation on all proposed changes and is authorized to approve changes not exceeding \$5,000 under the following circumstances:
 - a. The change is essential to the project and is not a change in scope, including changes originated by Project Owner/County, or a change dealing with administrative items.
 - b. The Architect/Engineer, and/or his consultant, agrees to the need for the change, and, if possible, the estimated cost.
 - c. The change order does not affect the 10% construction contingency
 Note: A change "originated by Project Owner" is considered an "elective change" for the purpose of these recommendations.
 - 2 Project Team: All proposed changes with a possible change in scope or costing over \$5,000 require the Project Team approval.

4.04 Contract Change Order Procedure

- a. Architect/Engineer shall complete the contract change order form for distribution. Distribution should include authorized signature process (including the Architect/Engineer's signature), and contain all back-up materials. The Architect/Engineer shall assign numbers to change orders sequentially. Should a change order be voided or not used, then the change order log shall reflect that status.
- b. The Prime Contractor, Owner's Representative and HHCCD Project Manager shall review each contract change order for conformance to the approved change proposal(s) and review all attached back-up for completeness and conformance to the contract specifications. The Prime Contractor, Owner's Representative and HHCCD Project Manager shall sign all change orders not exceeding \$5,000. If there are multiple change items on a single change order, the Owner's Representative and HHCCD Project Manager may sign the change order only if the absolute value of each separate item listed on the change order does not exceed that person's authority. If one or more of the items

exceeds the Owner's Representative's signature authority the Owner's Representative must secure approval from the Project Team.

4.05 Emergency Change Orders

- a. Emergency change orders, as defined in the Contract General Conditions, are those requiring immediate action to avoid a serious work stoppage, delay and/or extra costs.
- b. Architect/Engineer, Owner's Representative/Construction Inspector shall advise the Project Team of the emergency situations and, if possible, estimate the cost of the change. The Owner's Representative and HHCDD Project Manager shall give verbal approval to all changes involving a change in scope, including a change originated by the Project Owner CONTRACTOR. A lump sum cost shall be agreed with the Prime Contractor. If the agreement on cost is not reached, Prime Contractor shall proceed on a time and material basis, with an "authorization limit", if required, and utilizing a field instruction or letter from the Owner's Representative with HHCDD Project Manager's initials.
- c. Owner's Representative shall issue Prime Contractor a field instruction on which Owner's Representative has authorized Prime Contractor to proceed on the agreed lump sum cost or on a time and material basis, or on other agreed cost basis.
- d. Architect/Engineer shall immediately prepare a change proposal, including an estimate of the cost, as normal, and submit it to Owner's Representative and HHCDD Project Manager for approvals. When work is completed, the Architect/Engineer shall prepare a formal contract change order. The Architect/Engineer shall attach necessary documentation, including copies of time and material logs, if required, to the contract change order. Cost of the change may be according to an agreed lump sum, based on certified time and material costs, or a combination as appropriate.

4.06 Time Extensions

- a. Contractor may request a time extension when submitting its cost for a change. A time extension may be allowed only upon justification in accordance with the Contract General Conditions. Schedule impact of critical path work which will cause the project to complete later than the official completion date is the base criterion for a time extension.
- b. Time extensions should be reviewed by the Architect/Engineer with consultation of the Owner's Representative and HHCDD Project Manager prior to making recommendations to the Project Team. Acquire the Project Team's concurrence prior to including a time extension on a change order. To allow time may cause extended overhead cost, and to deny it may cause construction acceleration.

5.00 CONTRACT COMPLETION PHASE

5.01 General

The following procedures may be superseded when the Construction Documents for the Project already contain detailed Close-Out Procedures. According to project scale, following a standard jurisdictional permit close-out process may be all that is necessary. Close-out requirements and procedures should be addressed by Project prior to procurement of Prime Contractor.

When a project is nearing completion in accordance with the Contract General Conditions, the first step for project acceptance shall be a check inspection. This check inspection is held to assure conformance to the contract requirements and to generate a punch list of work to be completed, adjusted, or corrected prior to the final inspection that verifies completion for acceptance. The Owner's Representative/construction inspector and HHCDD Project Manager and the Architect/Engineer will establish a date for this inspection of the contract work.

5.02 Attendance at Check Inspection

Present at the check inspection shall be the Architect/Engineer, the Owner's Representative, other Project Owner staff if appropriate, and the contractor. The Owner's Representative/construction inspector

shall coordinate punch lists of items that must be completed, adjusted or corrected to complete the contract work. The Architect/Engineer will be responsible for a timely compilation of all consultant punch lists. The Prime Contractor shall witness the inspection to receive information and instructions regarding the work to be done. A draft copy of the punch list may be given to the Prime Contractor after the inspection. Inspection should start promptly and continue until completed, and may be more than one day in some projects. If the work has not progressed as contemplated and is not ready for a check inspection, it may be canceled and continued when ready. The punch list should be transmitted to the Prime Contractor timely with copies to all parties.

5.03 Punch Lists

The Owner's Representative is responsible to assure that the contractor completes the punch list items. The Owner's Representative must be sure the Prime Contractor is aware of the extent of work required by each item and urge early completion of all items. The Owner's Representative shall keep the Architect/Engineer and the Project Team advised as to the status of the punch list items, in order that the earliest possible date for the final inspection of the project may be set. The punch list status should be included in the Weekly Report at this stage of the project. Any outstanding items on the Project Closeout Checklist shall be added to the punch list, as appropriate. This includes timely submittal of as-builts. The Owner's Representative should aggressively remind the Prime Contractor and the Architect/Engineer of the need to timely submit as-builts. Contract funds will be retained from each until this submittal is satisfactorily complete.

5.04 Final Inspection

When the punch list items have been completed, a final inspection shall be held to inspect the completed work. The final inspection may end the contract time and transfer the project to Project Owner/County for occupancy and maintenance. The Owner's Representative shall coordinate the date and time for the final inspection of the project with the HHCDD Project Manager, Architect/Engineer and the Project Team. After the final inspection, the Owner's Representative will officially notify the Project Team and the Prime Contractor of the acceptance of the facility/improvements.

5.05 Project Completion Report

The Owner's Representative will prepare all appropriate documents at completion and execute the legal requirements. Both the Owner's Representative and the Architect/Engineer shall state in writing to the Project Team that to the best of their knowledge the Prime Contractor has complied with the terms of the contract. A Project Closeout Form must be completed by the Owner's Representative (as applicable) and submitted with final billing to HHCDD Project Manager.

5.06 Project Files

- a. The Project Owner must maintain the project files for the project and compliance periods. These files shall be available for reference at all times by the Architect/Engineer and the Project Team. They shall be kept neat, orderly and adequately protected, and shall include all equipment brochures and other submittals.
- b. Originals of pertinent Federal Labor Standards files (Davis-Bacon and Related Acts documentation) shall be maintained and kept in a neat, orderly, protected environment by HHCDD Project Manager for the duration of the statutory retention periods. Information regarding these procedures shall be discussed at the Preconstruction meeting. Should the Owner wish for original Certified Payroll Reports and other similar documents, the Owner's Representative will need to arrange such procedures (including but not limited to duplicate originals) during the preconstruction conference or in weekly project meetings.

City of Black Diamond Capital Improvement Plan 2019 – 2024

August 16, 2018



Independence Day on Lake Sawyer
(Photo Credit Craig Goodwin)

Asbestos Water Main Replacement Program - Morganville South

17.13

DESCRIPTION

Replace 4 inch asbestos and 2 inch cast iron water main on Morgan Drive from Roberts Drive to the south end of Morgan Drive, connecting to an existing 8 inch main on Buena Vista Drive, and on Union from Buena Vista Drive to approximately 230 feet south of Roberts Drive, a total of approximately 1630 feet.

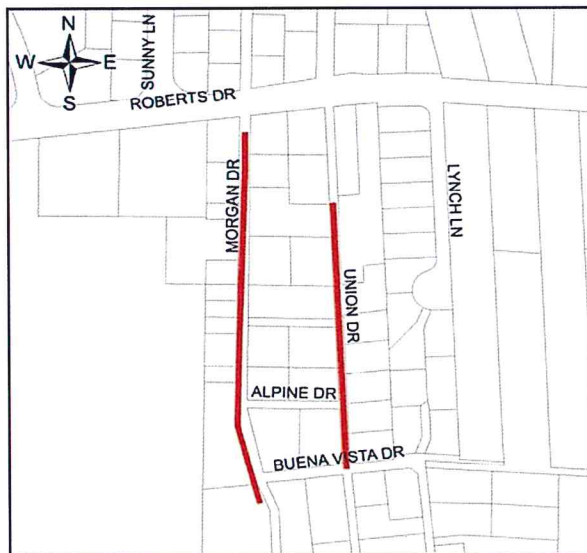
BACKGROUND

This project will improve fire flows to the Morganville area and replace substandard pipe that is nearing its useful performance life. An income survey will be required to determine eligibility for Community Development Block Grant Funding.

COMMENTS

Further future study of the existing asbestos water mains may show that a different asbestos water main should be replaced than this particular water main. Leak history, street reconstruction projects, pavement condition, developer improvements and asbestos pipe strength tests may change the priority of the asbestos pipe to be replaced.

CAPITAL PROJECT COSTS	Total \$ 2019 - 2024	2019	2020	2021	2022	2023	2024
Income Survey/ CDBG Application	1,200	1,200					
Preliminary Engineering	21,000		21,000				
Engineering, Design, Bid Docs	73,000		73,000				
Management / Administration	21,500		10,000	11,500			
Construction	405,000			405,000			
Contingency	40,500			40,500			
TOTAL COSTS	562,200	1,200	104,000	457,000			
REQUESTED FUNDING							
KC CDBG Grant	476,000		90,000	386,000			
Water Rates	86,200	1,200	14,000	71,000			
TOTAL SOURCES	562,200	1,200	104,000	457,000			



Water Department

CAPITAL PROJECT SUMMARY

Summary by Project		Capital Plan 2019 - 2024					
Project Title	Total \$ 2019 - 2024	2019	2020	2021	2022	2023	2024
W1 Springs & Transmission Reconstruction WSFFA	4,735,000	2,645,000	2,090,000				
W2 Fire Flow Loop - North Commercial Area	835,000	145,000	690,000				
W3 4.3 MG Tank Repair	35,000	35,000					
W4 Water Comprehensive Plan Update	98,243	98,243					
W5 Asbestos Morganville S. Water Main Replace	562,200	1,200	104,000	457,000			
W6 Asbestos Morganville N. Water Main Replace	528,000			1,000	99,000	428,000	
W7 .5 MG Tank Water Reservoir Recoat	235,000		20,000	215,000			
W8 Pacific Street Water Line Loop	240,000					120,000	120,000
W9 2nd Intertie with City of Tacoma	640,000					130,000	510,000
W10 SCADA System Improvements	60,000	10,000	10,000	10,000	10,000	10,000	10,000
W11 Morgan St AC Water Main Replacement	440,000					95,000	345,000
TOTAL ESTIMATED COSTS	8,408,443	2,934,443	2,914,000	683,000	109,000	783,000	985,000
Funding Sources							
Water Reserves and Rates							
W2 Fire Flow Loop - North Commercial Area	417,500	72,500	345,000				
W3 4.3 MG Tank Repair	35,000	35,000					
W5 Asbestos Morganville S. Water Main Replace	86,200	1,200	14,000	71,000			
W6 Asbestos Morganville N. Water Main Replace	52,000			1,000	9,000	42,000	
W8 Pacific Street Water Line Loop	240,000					120,000	120,000
W10 SCADA System Improvements	30,000	5,000	5,000	5,000	5,000	5,000	5,000
W11 Morgan St AC Water Main Replacement	50,000					12,500	37,500
Total Water Reserves & Rates	910,700	113,700	364,000	77,000	14,000	179,500	162,500
Water System & Facilities Funding Agmt (WSFFA)							
W1 Springs & Transmission Reconstruction WSFFA	4,735,000	2,645,000	2,090,000				
Total WSFFA Funds	4,735,000	2,645,000	2,090,000				
Grant Funding							
W5 Asbestos Morganville S. Water Main Replace	476,000		90,000	386,000			
W6 Asbestos Morganville N. Water Main Replace	476,000				90,000	386,000	
W11 Morgan St AC Water Main Replacement	390,000					82,500	307,500
Total Grant Funding	1,342,000		90,000	386,000	90,000	468,500	307,500
Sewer Rates							
W10 SCADA System Improvements	30,000	5,000	5,000	5,000	5,000	5,000	5,000
Total PWTF Loan	30,000	5,000	5,000	5,000	5,000	5,000	5,000
Loan From Sewer Reserve							
W7 .5 MG Tank Water Reservoir Recoat	235,000		20,000	215,000			
Total PWTF Loan	235,000		20,000	215,000			
Developer Funding							
W2 Fire Flow Loop - North Commercial Area	417,500	72,500	345,000				
W9 2nd Intertie with City of Tacoma	640,000					130,000	510,000
Total Developer Funding	1,057,500	72,500	345,000			130,000	510,000
Carryover Funds							
W4 Water Comprehensive Plan Update	98,243	98,243					
Total PWTF Loan	98,243	98,243					
TOTAL ESTIMATED FUNDING SOURCES	8,408,443	2,934,443	2,914,000	683,000	109,000	783,000	985,000
W7 Loan Repay to Sewer Reserves					48,426	48,426	48,426

RESOLUTION NO. 18-1259

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF BLACK DIAMOND, KING COUNTY WASHINGTON,
ADOPTING A CAPITAL IMPROVEMENT PLAN FOR
THE YEARS 2019-2024**

WHEREAS, the City of Black Diamond is required by State law and Chapter 3.60 of the Black Diamond Municipal Code to prepare and adopt a multi-year plan, that contains the City's future Capital Improvement Projects and the recommended methods of funding those projects; and

WHEREAS, the City's Capital Improvements Plan has been updated to address the current capital facilities needs and priorities of the City for the years 2019-2024; and

WHEREAS, the City Council has held work session meetings on July 12, 2018 and July 26, 2018; and a public hearing on August 2, 2018; and

WHEREAS, the update is also supplemental information to the Capital Element portion of Black Diamond's Comp Plan for Transportation, Water, Sewer, Stormwater and other Capital Elements;

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND
HEREBY RESOLVES AS FOLLOWS:**

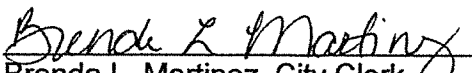
Section 1. The City Council does hereby approve the 2019 – 2024 Capital Improvement Plan, a copy of which is attached as Exhibit "A" and incorporated herein by reference.

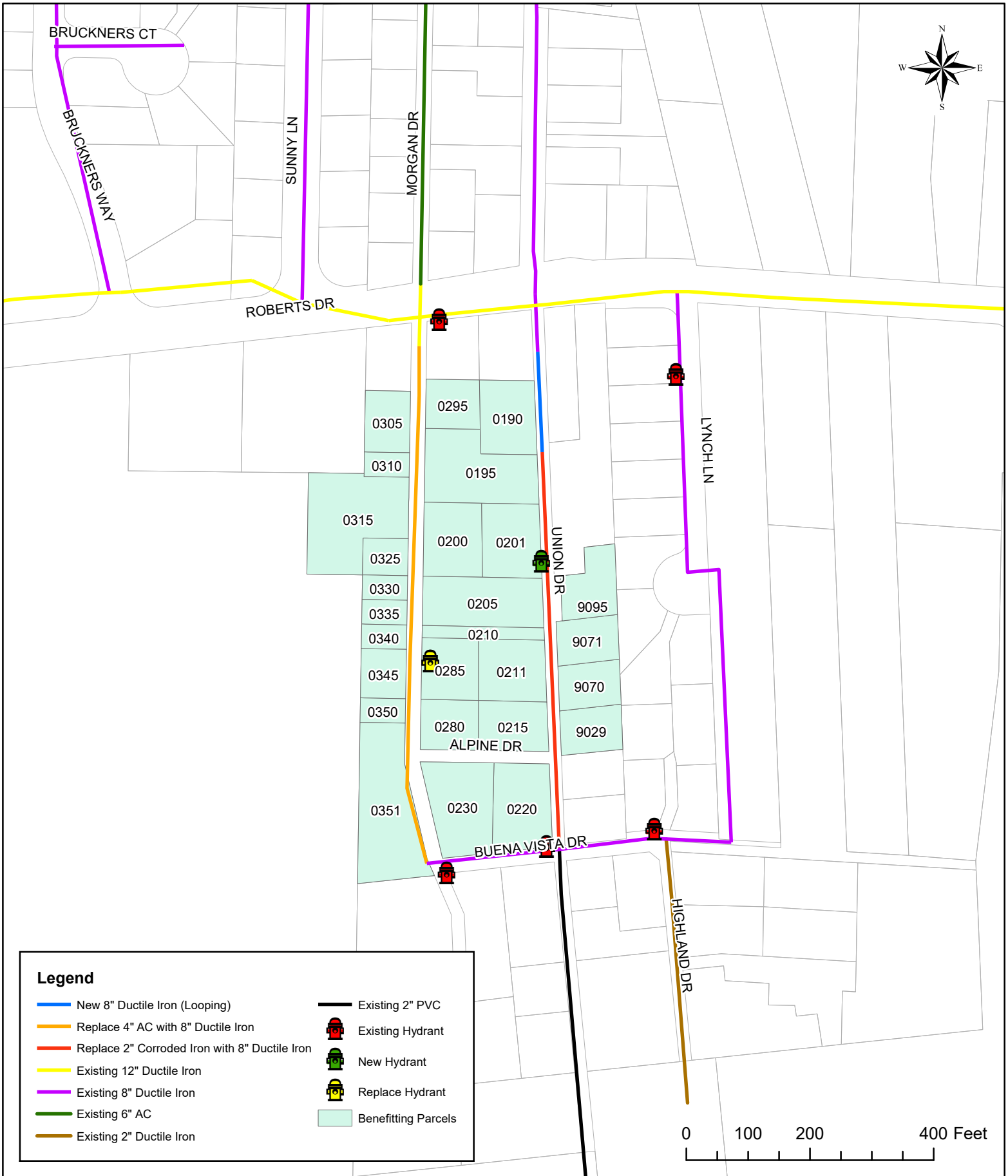
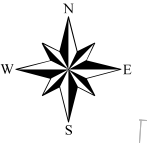
ADOPTED by the City Council at an open meeting on the 16th day of August 2018.



Carol Benson, Mayor

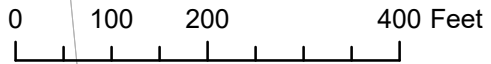
Attest:


Brenda L. Martinez, City Clerk



Legend

	New 8" Ductile Iron (Looping)		Existing 2" PVC
	Replace 4" AC with 8" Ductile Iron		Existing Hydrant
	Replace 2" Corroded Iron with 8" Ductile Iron		New Hydrant
	Existing 12" Ductile Iron		Replace Hydrant
	Existing 8" Ductile Iron		Benefitting Parcels
	Existing 6" AC		
	Existing 2" Ductile Iron		



Author: Scott Hanis
 Date: April 18, 2019

Morganville South Water Main 200.2 - Site Plan