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## CARNATION CITY COUNCIL AGENDA Regular Meeting

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan*

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**DATE:** March 19<sup>th</sup>, 2024

**TIME:** 6:00 P.M.

**JOIN ONLINE VIA ZOOM:** <https://bit.ly/3xIFY9B>

**Meeting ID:** 976 1525 3648  
**Passcode:** 894903  
**Dial by Location:** (253) 215 - 8782

For inquiries and/or assistance regarding how to use the City's online meeting format please email [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov), or call (425) 333-4192.

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- 1) **CALL TO ORDER:** Mayor Jim Ribail
- 2) **PLEDGE OF ALLEGIANCE:** Mayor Jim Ribail
- 3) **ROLL CALL:** City Clerk Lora Wilmes
- 4) **APPROVAL OF AGENDA:** Council of the Whole
- 5) **PUBLIC COMMENT & REQUESTS (At 6:10 PM):** *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov), or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*
- 6) **CONSENT AGENDA:**
  - a) Approval of Minutes
    - i) Regular Session: March 5, 2024 **pg 4**
    - ii) Special Meeting: March 5<sup>th</sup>, 2024 **pg 8**
  - b) Approval of Payroll
    - i) February 1 – February 29, 2024 **pg 9**  
(1) \$66,870.83
  - c) Agenda Bills:

- i) AB24-30: A Motion to authorize the City Manager to enter into Contract #24-63610-203 with the Department of Commerce for a Climate Planning Grant in the amount of \$50,000. [pg 16](#)
- ii) AB24- 31: A Motion to authorize the City Manager to enter into a consultant agreement for \$33,324.00 with JP Landscape for landscape services at all City owned properties and bioswales from April-November, 2024. [pg 31](#)
- iii) AB24-32: A Motion to approve claims for \$239,104.28 for the dates February 21, 2024 – March 6, 2024. [pg 50](#)
- iv) AB24-33: A Resolution of the City Council of the City of Carnation, Washington accepting the bid and authorizing City manager to enter into contract for construction of the Brumbaugh Water Main Project CIP 24-03. [pg 53](#)

**7) PROCLAMATIONS:**

- a) NONE

**8) PUBLIC HEARING DATE SETTING:**

- a) AB24-29: Six Year Transportation Improvement Plan [pg 58](#)

**9) PUBLIC HEARINGS:**

- a) Residential Building Moratorium Ordinance 24-985 [pg 59](#)

**10) COUNCIL REPORTS AND REQUESTS:**

**11) STAFF REPORTS:**

- a) City Manager’s Office Report - City Manager Ana Cortez

**12) EXECUTIVE SESSION**

- a) NONE

**13) PRESENTATIONS:**

- a) Carnation Summer Fun! - Deputy City Manager, Rhonda Ender [pg 68](#)
- b) Park Use and Public Right Of Way Fees – City Manager, Ana Cortez [pg 75](#)

**14) AGENDA BILLS:**

- a) AB24-34: An Ordinance Of The City Of Carnation, Washington, Relating To The City’s Construction And Fire Codes; Repealing Current Chapter 16.01 Entitled “Construction And Building Codes” In Its Entirety And Adopting New Chapter 16.01 Of The Carnation Municipal Code Related To The Adoption Of The International And Uniform Building Standards; And Respective Appendices. Providing For Severability And Effective Date. [pg 81](#)

**15) DISCUSSION ITEMS:**

- a) PROS Plan – [Parks, Recreation, and Open Space Plan - Carnation, WA \(carnationwa.gov\)](https://www.carnationwa.gov/parks-recreation-and-open-space-plan)

**16) CAPITAL PURCHASES:**

a) NONE

**17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:**

**18) PUBLIC RECORDS REQUESTS:**

a) Harris #8: HR Request

**19) PLANNING AND PARKS BOARD MINUTES (1<sup>st</sup> TUESDAY MEETING):**

a) February 27<sup>th</sup>, 2024 **pg 132**

**20) FUTURE COMMITTEE MEETINGS:**

a) Housing and Land Use

i) April 26<sup>th</sup>, 2024 1:00 PM -3:00 PM

**21) FUTURE COUNCIL MEETINGS: **Pg 133****

a) April 2, 2024 – Regular Meeting

i) 6:00 PM - 9:30 PM

b) April 2, 2024 – Special Meeting

i) 5:00 PM – 6:00 PM

c) April 16, 2024 - Regular Meeting

i) 6:00 PM - 9:30 PM

d) April 16, 2024 – Special Meeting

i) 5:00 PM – 6:00 PM

**22) ADJOURNMENT: Mayor Jim Ribail**

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## CARNATION CITY COUNCIL AGENDA Regular Meeting Minutes 03.05.2024

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan*

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- 1) **CALL TO ORDER:** Mayor Jim Ribail  
at 6:01 PM
- 2) **PLEDGE OF ALLEGIANCE:** Councilmember Jessica Merizan
- 3) **ROLL CALL:** City Clerk Lora Wilmes
- 4) **APPROVAL OF AGENDA:** Council of the Whole  
MOTION BY COUNCILMEMBER NELSON SECOND BY COUNCILMEMBER BURRELL. MOTION TO AMEND THE AGENDA BY COUNCILMEMBER MERIZAN TO ADD PROCLAMATION FOR BLACK HISTORY MONTH. SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0). MOTION TO AMEND THE AGENDA BY ADDING AGENDA BILL 24-29 BY COUNCILMEMBER BURRELL SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (5-0) MOTION TO AMEND THE AGENDA BY ADDING LETTER OF SUPPORT FOR CARNATION FARMS UNDER DISCUSSION BY MAYOR RIBAIL. SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (5-0). MOTION TO ACCEPT THE AGENDA AS AMENDED BY MAYOR RIBAIL SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED. (5-0)
- 5) **PUBLIC COMMENT & REQUESTS (At 6:10 PM):** *Public comment on meeting items or other issues of note or concern. Comments may be submitted in advance by writing or e-mailing [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov) or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes.*  
Opened Public Comment at 6:10 PM. Closed Public Comment at 6:11 PM.
- 6) **CONSENT AGENDA:**
  - a) Approval of Minutes
    - i) Special Session: February 13, 2024
    - ii) Regular Session: February 20, 2024
    - iii) Special Session: February 20, 2024
  - b) Approval of Payroll

- i) N/A
- c) AB24-25: A motion to approve claims for \$53,738.56 for February 12, 2024 – February 20, 2024.
- d) AB24-26: A motion to authorize the City Manager to enter into a contract with Water and Wastewater Services.  
MOTION TO ACCEPT CONSENT AGENDA BY COUNCILMEMBER MERIZAN. SECOND BY COUNCILMEMBER NELSON. MOTION PASSED (5-0)

**7) PROCLAMATIONS:**

- a) Snoqualmie Valley Resilience Month  
MOTION BY COUNCILMEMBER MERIZAN. SECOND BY COUNCILMEMBER NELSON. MOTION PASSED. (5-0)
- b) International Women’s Day  
MOTION BY COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED (5-0)
- c) Black History Month Every Month  
MOTION BY COUNCILMEMBER BURRELL. SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (5-0)

**8) PUBLIC HEARING DATE SETTING:**

- a) NONE

**9) PUBLIC HEARINGS:**

- a) Franchise Agreement between City and Comcast  
Public Hearing opened at 6:14 PM closed at 6:15 PM.
- b) Residential Building Moratorium Ordinance 24-985  
Public Hearing opened at 6:15 PM closed at 6:16 PM.

**10) COUNCIL REPORTS AND REQUESTS:**

**11) STAFF REPORTS:**

- a) City Manager’s Office Report - City Manager Ana Cortez
  - i) COO, COG, Hazard Mitigation Plan

**12) EXECUTIVE SESSION**

- a) NONE

**13) PRESENTATIONS:**

- a) Carnation Hazard Mitigation Presentation - Jennifer Hargrove

**14) AGENDA BILLS:**

- a) AB24-29: Resolution of the City Council of the City of Carnation, Washington, amending Resolution 24-516, Establishing Fees, Fines, and Penalties, Interest and Charges.  
MOTION BY COUNCILMEMBER NELSON. SECOND BY MERIZAN. MOTION PASSED (5-0)
- b) AB24-27: A resolution to authorize the transfer of \$394,976.56 from Fund 401 to Fund 402 for Fiscal Year 2024.  
MOTION BY COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER MERIZAN. MOTION PASSED (5-0)
- c) AB24-28: A motion to adopt fund balances for the end of Fiscal Year 2023 and amend Fiscal Year 2024 beginning balance.  
MOTION BY COUNCILMEMBER NELSON. SECOND BY COUNCILMEMBER BURRELL. MOTION PASSED. (5-0)

**15) DISCUSSION ITEMS:**

- a) NONE

**16) CAPITAL PURCHASES:**

- a) NONE

**17) INFORMATION, CLARIFICATION, GENERAL DIRECTION ITEMS:**

**18) PUBLIC RECORDS REQUESTS:**

- a) NONE

**19) PLANNING AND PARKS BOARD MINUTES (1<sup>st</sup> TUESDAY MEETING):**

- a) N/A

**20) FUTURE COMMITTEE MEETINGS:**

- a) Community Development Committee Meeting
  - i) Councilmember Burrell and Councilmember Merizan
  - ii) March 6, 2024, 4:00 PM – 6:00 PM

**21) FUTURE COUNCIL MEETINGS:**

- a) March 19, 2024 – Special Meeting
  - i) 5:00 PM – 6:00 PM
- b) March 19, 2024 – Regular Meeting
  - i) 6:00 PM - 9:30 PM
- c) April 2, 2024 – Special Meeting
  - i) 5:00 PM – 6:00 PM
- d) April 2, 2024 - Regular Meeting
  - i) 6:00 PM - 9:30 PM

**22) ADJOURNMENT:** Mayor Jim Ribail  
at 8:42 PM

**Approved at the regular meeting of the Carnation City Council on March 19, 2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**



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## CARNATION CITY COUNCIL AGENDA Special Meeting

*Mayor Jim Ribail, Deputy Mayor Adair Hawkins, Brodie Nelson, Ryan Burrell, Jessica Merizan*

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**DATE:** March 5, 2024

**TIME:** 5:00 P.M.

**LOCATION:** City Hall (4621 Tolt Avenue)

1. **CALL TO ORDER:** Mayor Jim Ribail  
at 5:03 PM
2. **ROLL CALL:** City Clerk Lora Wilmes
3. **PRESENTATION:**
  - a. Budget Kick-Off – City Manager Ana Cortez
  - b. Housing Action Plan – Deputy City Manager Rhonda Ender
4. **ADJOURNMENT:** Mayor Jim Ribail  
at 5:43 PM

**Approved at the regular meeting of the Carnation City Council on March 19, 2024.**

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**MAYOR JIM RIBAIL**

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**CITY CLERK LORA WILMES**





PERIOD: February 1 - February 29, 2023

I, Rachael Fluhrer, Business Manager for the City of Carnation, do hereby attest that payroll deposits for the period above have been made through Paycom. I have worked with Paycom to reflect accurate information to the best of my ability. Any payroll adjustments made outside the normal monthly payroll period are indicated below.

Total Amount: \$66,870.83

Adjustments: NONE

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Rachael Fluhrer  
Business Manager

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Ana Cortez  
City Manager

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
<b>001 - General Fund</b>										
<b>BRITAIN, SCOTT</b> Code: A00Y Tax Profile: 1 - WA/WA/WA	Regular	36.29	152.00	5,516.08	Federal W/H (M)	294.70	DRS EE Plan 2	426.30	Direct Deposit Net Check	5,260.79
	Holiday	36.29	8.00	290.32	Medicare	106.45	Union Amount	78.00	NET PAY	5,260.79
	Sick	36.29	8.00	290.32	Social Security	455.18	DRS ER Plan 2 -	638.78		
	On Call	2.67	227.00	606.09	Washington EE	12.70	Match			
	GROSS			6,702.81	Medical Leave		ER Dental	120.50		
					Washington EE Family	26.11	ER Life	18.75		
					Leave		ER Medical	1,609.60		
					Washington State	42.58	ER Vision	17.10		
					Cares		ER Dental DP	2.20		
							ER Medical DP	18.00		
						ER Vision DP	0.20			
<b>BURRELL, RYAN</b> Code: A002 Tax Profile: 3 - WA/WA/WA	Regular	3.46	173.33	600.00	Federal W/H (M)	115.00			Direct Deposit Net Check	414.60
	GROSS			600.00	Medicare	8.70			NET PAY	414.60
					Social Security	37.20				
					WA EE 5305-	17.85				
					06Cities/Towns:					
					Admin/CI Office					
					Washington EE	1.04				
					Medical Leave					
					Washington EE Family	2.13				
					Leave					
				Washington State	3.48					
				Cares						
<b>CORTEZ, ANA</b> Code: A003 Tax Profile: 3 - WA/WA/WA	Regular	81.47	144.00	11,731.77	Federal W/H (M)	1,951.32	EE Deferred	980.00	Direct Deposit Net Check	7,187.95
	Holiday	81.47	8.00	651.77	Medicare	218.73	Compensation \$		Direct Dep. Distribution 1	800.00
	Management	81.47	8.00	651.77	Social Security	935.26	DRS EE Plan 3	2,200.06	Direct Dep. Distribution 2	200.00
	Leave				WA EE 5305-	15.66	DRS ER Plan 3 -	1,397.77	NET PAY	8,187.95
	Sick	81.47	8.00	651.77	06Cities/Towns:		Match			
	Extra Pay			980.00	Admin/CI Office		ER Dental	109.28		
	GROSS			14,667.08	Washington EE	27.79	ER Life	18.75		
					Medical Leave		ER Medical	1,823.22		
					Washington EE Family	57.13	ER Vision	19.06		
					Leave					
				Washington State	93.18					
				Cares						
<b>ENDER, RHONDA</b> Code: A00J Tax Profile: 3 - WA/WA/WA	Regular	61.00	152.00	9,272.00	Federal W/H (H)	1,314.04	DRS EE Plan 2	651.77	Direct Deposit Net Check	7,205.36
	Floating	61.00	8.00	488.00	Medicare	161.28	EE Deferred	101.47	NET PAY	7,205.36
	Holiday	61.00	8.00	488.00	Social Security	689.64	Compensation %			
	GROSS			10,248.00	Washington EE	19.42	DRS ER Plan 2 -	976.63		
					Medical Leave		Match			
					Washington EE Family	39.91	ER Dental	109.28		
					Leave		ER Life	18.75		
					Washington State	65.11	ER Medical	1,358.76		
					Cares					

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>	
						ER Vision 19.06			
<b>FARNWORTH, ASHLYN</b> Code: A004 Tax Profile: 2 - WA/WA/WA	Regular Holiday Management Leave GROSS	37.50 37.50 37.50	152.00 8.00 8.00	5,699.93 300.00 300.00 6,299.93	Federal W/H (H) Medicare Social Security WA EE 5305- 06Cities/Towns: Admin/CI Office Washington EE Medical Leave Washington EE Family Leave Washington State Cares	863.74 100.06 427.82 16.48 11.94 24.54 40.03	DRS EE Plan 3 315.00 DRS ER Plan 3 - Match 600.38 ER Dental 57.78 ER Life 18.75 ER Medical 907.82 ER Vision 9.54	Direct Deposit Net Check 4,500.32 NET PAY 4,500.32	
<b>FLUHRER, RACHAEL</b> Code: A00Z Tax Profile: 1 - WA/WA/WA	Regular Holiday GROSS	43.27 43.27	104.00 5.20	4,500.00 225.00 4,725.00	Federal W/H (M) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	68.34 75.05 320.87 8.95 18.40 30.01	DRS EE Plan 3 236.25 DRS ER Plan 3 - Match 450.29 ER Dental 171.06 ER Life 18.75 ER Medical 2,646.98 ER Vision 28.58	Direct Deposit Net Check 3,967.13 NET PAY 3,967.13	
<b>GARCIA, GUSTAVO</b> Code: A00U Tax Profile: 1 - WA/WA/WA	Regular Holiday On Call GROSS	36.29 36.29 2.67	160.00 8.00 299.00	5,806.40 290.32 798.33 6,895.05	Federal W/H (M) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	496.74 109.50 468.24 13.06 26.86 43.80	DRS EE Plan 2 438.53 Union Amount 78.00 DRS ER Plan 2 - Match 657.10 ER Dental 120.50 ER Life 18.75 ER Medical 1,609.60 ER Vision 17.10 ER Dental DP 2.20 ER Medical DP 18.00 ER Vision DP 0.20	Direct Deposit Net Check 5,220.32 NET PAY 5,220.32	
<b>HAWKINS, ADAIR</b> Code: A007 Tax Profile: 3 - WA/WA/WA	Regular GROSS	4.04	173.33	700.00 700.00	Medicare Social Security WA EE 5305- 06Cities/Towns: Admin/CI Office Washington EE Medical Leave Washington EE Family Leave Washington State Cares	10.15 43.40 17.85 1.21 2.49 4.06		Direct Deposit Net Check 620.84 NET PAY 620.84	

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
<b>KNIGHT, EMMA</b> Code: A00R Tax Profile: 1 - FL/WA/WA	Regular	30.00	38.49	1,154.70	Medicare	16.74		Direct Deposit Net Check	1,053.56	
	GROSS			1,154.70	Social Security	71.59		NET PAY	1,053.56	
					Washington EE	2.00				
					Medical Leave					
					Washington EE Family	4.11				
					Leave					
					Washington State	6.70				
				Cares						
<b>MCCAUGHAN, BILLIE</b> Code: A012 Tax Profile: 1 - WA/WA/WA	Regular	34.52	149.55	5,162.47	Federal W/H (M)	359.08	DRS EE Plan 3	883.70	Direct Deposit Net Check	3,095.74
	Overtime	51.78	3.41	176.57	Medicare	82.43	EE Deferred	768.44	Direct Dep. Distribution 1	200.00
	Holiday	34.52	8.00	276.16	Social Security	352.43	Compensation %		NET PAY	3,295.74
	Sick	34.52	8.00	276.16	Washington EE	11.16	Union Amount	78.00		
	GROSS			5,891.36	Medical Leave		DRS ER Plan 3 -	561.45		
					Washington EE Family	22.95	Match			
					Leave		ER Dental	120.50		
					Washington State	37.43	ER Life	18.75		
					Cares		ER Medical	1,609.60		
							ER Vision	17.10		
							ER Dental DP	2.20		
							ER Medical DP	18.00		
							ER Vision DP	0.20		
<b>MERIZAN, JESSICA</b> Code: A015 Tax Profile: 1 - WA/WA/WA	Regular	3.46	173.33	600.00	Medicare	8.70		Direct Deposit Net Check	547.45	
	GROSS			600.00	Social Security	37.20		NET PAY	547.45	
					Washington EE	1.04				
					Medical Leave					
					Washington EE Family	2.13				
					Leave					
				Washington State	3.48					
				Cares						
<b>NELSON, BRODIE</b> Code: A014 Tax Profile: 1 - WA/WA/WA	Regular	3.46	173.33	600.00	Medicare	8.70		Direct Deposit Net Check	547.45	
	GROSS			600.00	Social Security	37.20		NET PAY	547.45	
					Washington EE	1.04				
					Medical Leave					
					Washington EE Family	2.13				
					Leave					
				Washington State	3.48					
				Cares						
<b>OFFEMAN, BETH</b> Code: A013 Tax Profile: 1 - WA/WA/WA	Regular	38.46	160.00	6,153.85	Federal W/H (S)	521.62	EE Deferred	1,000.00	Direct Deposit Net Check	3,555.07
	Holiday	38.46	8.00	307.69	Medicare	88.12	Compensation \$		NET PAY	3,555.07
	GROSS			6,461.54	Social Security	376.80	DRS EE Plan 2	410.95		
					Washington EE	12.24	Correction	430.52		
					Medical Leave		DRS ER Plan 2 -	615.78		
					Washington EE Family	25.17	Match			
					Leave		ER Dental	57.78		
					Washington State	41.05	ER Life	18.75		
				Cares						

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>		
					Cares	ER Medical 907.82 ER Vision 9.54				
<b>PARADIS, LARRY</b> Code: A00S Tax Profile: 1 - WA/WA/WA	Regular GROSS	32.00	90.50	2,896.00 2,896.00	Federal W/H (M) Medicare Social Security Washington EE Medical Leave Washington EE Family Leave Washington State Cares	496.27 41.99 179.55 5.01 10.30 16.80	Direct Deposit Net Check NET PAY	2,146.08 2,146.08		
<b>PERRY, JOHN</b> Code: A011 1099 Employee	Regular GROSS	8.08	173.33	1,400.00 1,400.00			Direct Deposit Net Check NET PAY	1,400.00 1,400.00		
<b>RIBAIL, JIM</b> Code: A00B Tax Profile: 3 - WA/WA/WA	Regular GROSS	4.62	173.33	800.00 800.00	Federal W/H (M) Medicare Social Security WA EE 5305- 06Cities/Towns: Admin/CI Office Washington EE Medical Leave Washington EE Family Leave Washington State Cares	200.00 11.60 49.60 17.85 1.38 2.84 4.64	Direct Deposit Net Check NET PAY	512.09 512.09		
<b>SCHELL, BRANDON</b> Code: A00H Tax Profile: 3 - WA/WA/WA	Regular Holiday Management Leave Sick GROSS	58.05 58.05 58.05 58.05	131.00 8.00 8.00 21.00	7,605.14 464.44 464.44 1,219.14 9,753.16	Federal W/H (S) Medicare Social Security WA EE 0803-00Cities & Towns All Operations Washington EE Medical Leave Washington EE Family Leave Washington State Cares	1,470.72 142.04 607.35 41.59 18.48 37.99 61.96	DRS EE Plan 2 EE Deferred Compensation % DRS ER Plan 2 - Match ER Dental ER Life ER Medical ER Vision	620.30 886.65 929.48 109.28 18.75 1,823.22 19.06	Direct Deposit Net Check NET PAY	5,866.08 5,866.08
<b>SEOANES-PERLA, RUBEN</b> Code: A010 1099 Employee	Regular GROSS	40.00	168.00	6,720.00 6,720.00			Direct Deposit Net Check NET PAY	6,720.00 6,720.00		
<b>TIPTON, MIKE</b> Code: A00F Tax Profile: 3 - WA/WA/WA	Regular GROSS	44.47	16.00	711.52 711.52	Federal W/H (M) Medicare Social Security	275.00 11.30 48.32	DRS EE Plan 2 DRS ER Plan 2 - Match	45.25 67.81	Direct Deposit Net Check NET PAY	325.88 325.88

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	<input type="checkbox"/>
					WA EE 5305-06Cities/Towns: Admin/CI Office 1.65	ER Dental 109.28		
					Washington EE Medical Leave 1.35	ER Life 18.75		
					Washington EE Family Leave 2.77	ER Medical 1,751.40		
						ER Vision 19.06		
<b>WILMES, LORA</b> Code: A00D Tax Profile: 3 - WA/WA/WA	Regular	50.48	136.00	6,865.82	Federal W/H (M) 670.70	DRS EE Plan 3 363.48	Direct Deposit Net Check 5,524.12	
	Holiday	50.48	8.00	403.87	Medicare 115.45	DRS ER Plan 3 - Match 692.80	NET PAY 5,524.12	
	<b>GROSS</b>			7,269.69	Social Security 493.67			
					WA EE 5305-06Cities/Towns: Admin/CI Office 14.01	ER Dental 171.06		
					Washington EE Medical Leave 13.77	ER Life 18.75		
					Washington EE Family Leave 28.31	ER Medical 2,646.00		
					Washington State Cares 46.18	ER Vision 28.58		
<b>Subtotals for Dept: 001</b>	Regular	2,793.52		84,495.68	Federal W/H 9,097.27	Correction 430.52	20 DD Vouchers 65,670.83	
	Overtime	3.41		176.57	Medicare 1,316.99	DRS EE Plan 2 2,593.10	3 DD Distributions 1,200.00	
	Floating	8.00		488.00	Social Security 5,631.32	DRS EE Plan 3 3,998.49	NET PAY 66,870.83	
	Holiday	77.20		3,697.57	WA EE 0803-00Cities & Towns All Operations 41.59	DRS ER Plan 2 - Match 3,885.58		
	Management Leave	24.00		1,416.21	WA EE 5305-06Cities/Towns: Admin/CI Office 101.35	DRS ER Plan 3 - Match 3,702.69		
	Sick	45.00		2,437.39	Washington EE Medical Leave 163.58	EE Deferred Compensation \$ 1,980.00		
	Extra Pay			980.00	Washington EE Family Leave 336.27	EE Deferred Compensation % 1,756.56		
	On Call	526.00		1,404.42	Washington State Cares 543.97	ER Dental 1,256.30		
	<b>GROSS</b>	3,477.13		95,095.84		ER Dental DP 6.60		
						ER Life 206.25		
						ER Medical 18,694.02		
						ER Medical DP 54.00		
						ER Vision 203.78		
						ER Vision DP 0.60		
						Union Amount 234.00		
<b>Total Company</b>								
<b>Company Totals</b>	Regular	2,793.52		84,495.68	Federal W/H 9,097.27	Correction 430.52	20 DD Vouchers 65,670.83	
	Overtime	3.41		176.57	Medicare 1,316.99	DRS EE Plan 2 2,593.10	3 DD Distributions 1,200.00	
	Floating	8.00		488.00	Social Security 5,631.32	DRS EE Plan 3 3,998.49	NET PAY 66,870.83	
	Holiday	77.20		3,697.57	WA EE 0803-00Cities & Towns All Operations 41.59	DRS ER Plan 2 - Match 3,885.58		
	Management Leave	24.00		1,416.21		DRS ER Plan 3 - Match 3,702.69		

### Check Register Report

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay
	Sick		45.00	2,437.39	WA EE 5305-	Match	
	Extra Pay			980.00	06Cities/Towns:	EE Deferred	1,980.00
	On Call		526.00	1,404.42	Admin/CI Office	Compensation \$	
	GROSS		3,477.13	95,095.84	Washington EE	EE Deferred	1,756.56
					Medical Leave	Compensation %	
					Washington EE Family	ER Dental	1,256.30
					Leave	ER Dental DP	6.60
					Washington State	ER Life	206.25
					Cares	ER Medical	18,694.02
						ER Medical DP	54.00
						ER Vision	203.78
						ER Vision DP	0.60
						Union Amount	234.00

Total Net Pay 66,870.83





# CARNATION CITY COUNCIL AGENDA BILL

<p><b>TITLE:</b> A Motion to authorize the City Manager to enter into Contract #24-63610-203 with the Department of Commerce for a Climate Planning Grant in the amount of \$50,000.</p>	<b>Agenda Bill No.:</b>	AB24-30			
	<b>Type of Action:</b>	MOTION			
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager			
	<b>Agenda Bill Author:</b>	City Manager			
<p><b>EXHIBITS:</b></p> <ul style="list-style-type: none"> <li>• 2023-2025 Climate Planning Grant</li> </ul>	<b>Date Submitted:</b>	03/19/24			
	<b>For Agenda of:</b>	03/19/24			
	<b>Expenditure Required:</b>	0			
	<b>Amount Budgeted:</b>	0			
	<b>Appropriation Required:</b>				
<p><b>SUMMARY STATEMENT AND DISCUSSION:</b></p> <p>The City of Carnation is being awarded a grant in the amount of \$50,000 for the development of the Growth Management Act (GMA) climate change and resiliency element. The City will be awarded an additional \$50,000 in 2025 for completion of the element.</p>					
<p><b>RECOMMENDED ACTION:</b> I move to authorize the City Manager to enter into Contract # 24-63610-203 with the Department of Commerce for a Climate Planning Grant in the amount of \$50,000.</p>					
<p><b>LEGISLATIVE HISTOY:</b></p>					
<p><b>ACTION TAKEN</b></p>					
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		





**Interagency Agreement with**

**City of Carnation**

**through**

**Growth Management Services**

**Contract Number:  
24-63610-203**

**For**

**2023-2025 Climate Planning Grant**

**Dated:** Date of Execution

## Table of Contents

<b>TABLE OF CONTENTS.....</b>	<b>2</b>
<b>FACE SHEET .....</b>	<b>3</b>
<b>SPECIAL TERMS AND CONDITIONS.....</b>	<b>4</b>
1. AUTHORITY.....	4
2. CONTRACT MANAGEMENT .....	4
3. COMPENSATION .....	4
4. BILLING PROCEDURES AND PAYMENT .....	4
5. SUBCONTRACTOR DATA COLLECTION .....	5
6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING .....	5
7. INSURANCE.....	6
8. FRAUD AND OTHER LOSS REPORTING .....	6
9. ORDER OF PRECEDENCE .....	6
<b>GENERAL TERMS AND CONDITIONS.....</b>	<b>7</b>
1. DEFINITIONS .....	7
2. ALL WRITINGS CONTAINED HEREIN.....	7
3. AMENDMENTS .....	7
4. ASSIGNMENT .....	7
5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION .....	7
6. COPYRIGHT.....	8
7. DISPUTES .....	8
8. GOVERNING LAW AND VENUE .....	9
9. INDEMNIFICATION .....	9
10. LICENSING, ACCREDITATION AND REGISTRATION.....	9
11. RECAPTURE.....	9
12. RECORDS MAINTENANCE .....	9
13. SAVINGS .....	9
14. SEVERABILITY.....	9
15. SUBCONTRACTING .....	10
16. SURVIVAL.....	10
17. TERMINATION FOR CAUSE.....	10
18. TERMINATION FOR CONVENIENCE.....	10
19. TERMINATION PROCEDURES.....	10
20. TREATMENT OF ASSETS .....	11
21. WAIVER .....	12
<b>ATTACHMENT A: SCOPE OF WORK.....</b>	<b>13</b>
<b>ATTACHMENT B: BUDGET .....</b>	<b>14</b>

## Face Sheet

Contract Number: 24-63610-203

**Local Government Division  
Growth Management Services  
2023-2025 Climate Planning Grant**

<b>1. Contractor</b> City of Carnation P.O. Box 1238 4621 Tolt Ave Carnation, WA 98014		<b>2. Contractor Doing Business As (as applicable)</b> N/A	
<b>3. Contractor Representative</b> Rhonda Ender Deputy City Manager/CED Principal 425-786-4435 rhonda.ender@carnationwa.gov		<b>4. COMMERCE Representative</b> Noelle Madera Climate Operations Team Lead 509-818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St. SE Olympia, WA 98504	
<b>5. Contract Amount</b> \$50,000	<b>6. Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2025
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A <b>ALN</b> N/A	
<b>10. Tax ID #</b> N/A	<b>11. SWV #</b> SWV0019425-00	<b>12. UBI #</b> 179-000-004	<b>13. UEI #</b> N/A
<b>14. Contract Purpose</b> For the development of the Growth Management Act (GMA) climate change and resiliency element requirements related to the implementation of HB 1181.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ <insert name>, <insert title>  _____ Signature  _____ Date		<b>FOR COMMERCE</b>  _____ <insert name>, <insert title>  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## Special Terms and Conditions

### 1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

### 2. CONTRACT MANAGEMENT

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

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

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

### 3. COMPENSATION

COMMERCE shall pay an amount not to exceed **fifty thousand dollars (\$50,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the attached Scope of Work and Budget.

### 4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63610-203. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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

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

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

#### Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

#### State Fiscal Year Payments

COMMERCE will reimburse Contractor for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

#### Invoices and End of Fiscal Year

Invoices are due at a minimum of June 15, 2024 and 2025, if not submitted at more frequent intervals.

Final invoices for a state fiscal year may be due sooner than the 15th of June and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

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

#### Disallowed Costs

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

#### Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachments B) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, include Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. ENSURE COORDINATED CLIMATE COMMITMENT ACT BRANDING**

COMMERCE received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

The following provisions apply to all contractors, subcontractors, service providers and others who assist CONTRACTOR in implementing the climate planning grant.

Logo requirements. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [climate.wa.gov/brandtoolkit](https://climate.wa.gov/brandtoolkit).

- Any WA Department of Commerce climate planning grant website or webpage that includes logos from other funding partners.
- Any WA Department of Commerce climate planning grant media or public information materials that include logos from other funding partners.

Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The WA Department of Commerce climate planning grant is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).”

## 7. **INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

## 8. **FRAUD AND OTHER LOSS REPORTING**

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

## 9. **ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## General Terms and Conditions

### 1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### 2. ALL WRITINGS CONTAINED HEREIN

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

### 3. AMENDMENTS

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

### 4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### 5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## **6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

## **7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

## **15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

## **16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

## **17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## **18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

## **19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Attachment A: Scope of Work

<b>City of Carnation: Scope of Work for Climate Resilience Element</b>		
<b>Task/Action/Deliverables</b>	<b>Description</b>	<b>End Date</b>
<b>Task (1):</b> Review House Bill 1181 & GMA	Review House Bill 1181, GMA and climate element workbook for climate resilience element requirements	2/29/2024  <span style="color: red; font-weight: bold;">p</span>
<b>Action (1):</b> Interview and select contractor	Secure subject matter expert(s) as needed for creation of element. Work with contractor to develop an outline for element development.	4/15/2024
<b>Deliverable (1):</b> Summary of progress to date & outline for future deliverables	Work with contractor(s) and staff in development of a plan outline. Provide a memo with: Summary of progress made to date, draft timeline, contractor(s) selected.	8/30/2024
<b>Task (2):</b> Develop Community Engagement List	Work with staff and contractor(s) in creating a list of community members, stakeholders, non-profits and others for potential engagement.	10/11/2024
<b>Action (2):</b> Community Engagement	Engage with community and stakeholders through various activities and engagement points.	11/15/2024
<b>Deliverable (2):</b> Summary of Community Engagement	Summary report of community engagement activities and information gathered.	12/30/2024

## **Attachment B: Budget**

<b>Deliverable</b>	<b>Amount</b>	<b>Date Due</b>
<b>Deliverable (1):</b> Outline/Work in Progress	\$25,000	8/30/2024
<b>Deliverable (2):</b> Summary of Community Engagement	\$25,000	12/30/2024
<b>Contract Total</b>	<b>\$50,000</b>	



# CARNATION CITY COUNCIL AGENDA BILL

<p><b>TITLE:</b> A Motion to authorize the City Manager to enter into a consultant agreement for \$33,324.00 with JP Landscape for landscape services at all City owned properties and bioswales from April-November, 2024.</p> <p><b>EXHIBITS:</b></p> <ul style="list-style-type: none"> <li>• JP Landscape Service Proposal</li> </ul>	<b>Agenda Bill No.:</b>	AB24-31
	<b>Type of Action:</b>	MOTION
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/19/24
	<b>For Agenda of:</b>	03/19/24
	<b>Expenditure Required:</b>	0
<b>Amount Budgeted:</b>	0	
<b>Appropriation Required:</b>		

**SUMMARY STATEMENT AND DISCUSSION:**

The City of Carnation distributed an RFP for landscape services at all City owned properties and bioswales. The goal of the RFP was to work with one contractor for cost and time efficiency. Four proposals were received and JP Landscape was the most cost effective proposal. JP Landscape will maintain all city owned properties and bioswales from April-November, 2024 with service every two weeks. This contract will be a cost savings to the City and enable represented staff to focus on water and sewer utilities and general maintenance. The City will need to renew this contract or put it out to bid for 2025.

**RECOMMENDED ACTION:** I move to authorize the City Manager to enter into a consultant agreement for \$33,324.00 with JP Landscape for landscape services at all City owned properties and bioswales from April-November, 2024.

**LEGISLATIVE HISTORY:**

**ACTION TAKEN**

MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

<b>CONSULTANT AGREEMENT</b> (V2.24)	
<b>PROJECT TITLE JP Landscape Services AND IDENTIFICATION NUMBER</b>	<b>WORK DESCRIPTION</b> Landscape services for City properties and bioswales.
<b>CONSULTANT</b> JP Landscape Services, Inc. P.O. Box 1237 Duvall, WA 98019	<b>CONSULTANT CONTACT NAME, AND TELEPHONE NO.</b>  Name: Kappie Ayers Phone: 425-844-2816 Email: office@jplandscape.com
<b>FEDERAL I.D. NO.</b>	<b>BUDGET OR FUNDING SOURCE</b> 001
<b>PROJECT ADMINISTRATOR NAME, ADDRESS AND TELEPHONE NO.</b>  P.O. Box 1238 Carnation, WA 98014	<b>MAXIMUM AMOUNT PAYABLE, IF ANY</b>  \$33,324.90
<b>COMPLETION DATE</b>  11/30/24	<input type="checkbox"/> Lump Sum <input type="checkbox"/> Cost Plus a Fixed Fee <input type="checkbox"/> Schedule Rate/Time and Materials <input checked="" type="checkbox"/> Time and Materials/Not to Exceed

THIS AGREEMENT is entered into on 3/19/24, 2024 between the City of Carnation, Washington, hereinafter called "the CITY", and the above person, firm or organization, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and



incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall promptly make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY; this work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or

decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute as provided in Section 18. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. Electronic versions of all work products shall be provided to the CITY in a format compatible with CITY software, except to the extent expressly waived in the attached exhibits.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, employees and volunteers from and against any and all claims, injuries, losses, suits, costs or liability, including attorneys' fees (collectively, "Claims"), specifically including without limitation Claims resulting from injuries, sickness or death of employees of the CONSULTANT and/or damage to property, arising out of or otherwise resulting from the acts, errors, or omissions of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that: The CONSULTANT's obligation to indemnify, defend and hold harmless shall not extend to Claims caused by or resulting from the sole willful misconduct or sole negligence of the City.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115,

then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT'S waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

The CITY's acceptance or approval of any services or work product under this agreement shall not be deemed to reduce, abridge, limit or otherwise alter the CONSULTANT's obligations as set forth in this section, unless such intent is expressly stated in writing by the CITY.

The provisions of this section shall survive the expiration or termination of this agreement.

9. Insurance. The CONSULTANT shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The CITY shall be named as an additional insured under the CONSULTANT's Commercial General Liability insurance policy with respect to the work performed for the CITY using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability Professional liability insurance appropriate to the CONSULTANT's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

C. Other Insurance Provisions.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement and prior to the performance of any work specified hereunder. The certificates of insurance shall cover the work specified in or performed under this agreement. The certificate and endorsement must be project and/or site specific.

D. Cancellation.

The CONSULTANT shall provide the CITY with written notice of any policy cancellation within two business days of its receipt of such notice. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

The CONSULTANT's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANT's insurance and shall not contribute with it.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

F. No Limitation.

The CONSULTANT's maintenance of insurance as required by this agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY'S recourse to any remedy available at law or equity.

G. Failure to Maintain Insurance.

Failure on the part of the CONSULTANT to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the CONSULTANT to correct the breach, immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the CITY on demand, or at the sole discretion of the CITY, offset against funds due the CONSULTANT from the CITY.

H. City Full Availability of Consultant Limits.

If the CONSULTANT maintains higher insurance limits than the minimums shown above, the CITY shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONSULTANT, irrespective of whether such limits maintained by the CONSULTANT are greater than those required by this agreement or whether any certificate of insurance furnished to the CITY evidences limits of liability lower than those maintained by the CONSULTANT.

10. Records Retention and Disclosure. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose. The CONSULTANT shall also provide a complete electronic copy of all reports, plans, and specifications upon completion of the work or upon request of the CITY.

Separate from and additional to the foregoing, the CONSULTANT shall fully cooperate with and assist the CITY with respect to any request for public records received by the CITY and related to any public records generated, produced, created and/or possessed by the CONSULTANT and related to the services performed under this agreement. Upon written demand by the CITY, the CONSULTANT shall furnish the CITY with full and complete copies of any such records within five business days.

The CONSULTANT's failure to timely provide such records upon demand shall be deemed a material breach of this agreement. To the extent that the CITY incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, the CONSULTANT shall fully indemnify and hold harmless the CITY as set forth in Section 8.

For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

The provisions of this section shall survive the expiration or termination of this agreement.

11. Notices. All notices required to be given by either party to the other under this agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

pg 50

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it generally meets the requirements of this agreement, and for reviewing, monitoring and approving the general quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator. Provided, that nothing in this section shall be construed as altering the CONSULTANT'S duty of care or otherwise limiting, abridging, waiving or reducing the CONSULTANT'S obligations under this agreement.

13. Conflict Amongst Main Agreement and Attachments. In case of conflict between the Exhibits to this agreement and the portions of this agreement preceding the signature lines (Sections 1-22), the terms of Sections 1-22 shall prevail. Any limitations on liability and indemnification expressed in the attached exhibits beyond those specified in Sections 8 and 9 (prior to signature line) shall be null and void.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified in Box 3 on page 1. In the event that this agreement is terminated by the CITY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services satisfactorily performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent

of the CITY. Any subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Resolution of Disputes; Governing Law and Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Washington. If any dispute arises out of or in connection with this agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will, if practicable, meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties may resort to litigation. The exclusive venue for any litigation arising out this agreement shall be the King County Superior Court. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

19. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

20. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

21. Legal Compliance. In the performance of work under this agreement, the CONSULTANT shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to the CONSULTANT's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of such operations.

22. Risk of Loss. The CONSULTANT shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the CONSULTANT shall be solely responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

CITY OF CARNATION:

\_\_\_\_\_

\_\_\_\_\_

Ana Cortez, City Manager

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

Title: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_

Lora Wilmes, City Clerk



**EXHIBIT A**  
**SCOPE OF WORK**

See attached JP Landscape Service Proposal.

type text here

**EXHIBIT B**  
**COMPLETION SCHEDULE**

Contract duration is between April 1, 2024-November 30, 2024.

**EXHIBIT C**  
**FEE SCHEDULE**

Monthly payments in the amount of \$4,165.62 for a total contract amount of \$33,324.90.

**EXHIBIT D**  
**FORMAL TASK ASSIGNMENT DOCUMENT**

N/A

**EXHIBIT E**  
**SUBCONSULTANT LIST**

N/A

## **EXHIBIT F**

### **INVOICING**

All invoicing shall be sent to [bills@carnationwa.gov](mailto:bills@carnationwa.gov). Invoices will be submitted monthly, no later than the 10<sup>th</sup> of each month.



# Service Proposal

**CITY OF CARNATION  
CARNATION, WASHINGTON  
98014**

**Sales:** Kapple Ayers

**City of Carnation - Maintenance 2024**

Multiple Sites See Proposal Details Carnation, Washington  
98014

**Est ID:** EST2368930

**Date:** Jan-10-2024

This bid is to begin services on April 1st, 2024, with every-other week (or every 2-weeks) landscape maintenance service on the sites listed below, through November 30th, 2024.

- Cemetery - M, W, T, L, L&T, C
  - Evacuation Hill Trail - including monitoring trail accessibility. - W, T, L&T, MO
  - Bios: Morrison, Rutherford, Spillman - W, T,
  - City hall - M, W, T, C
  - Yellow Park - M, W, T, L, L&T, C
  - Tolt Commons - M, W, T, C
  - Tolt Ave. bioswales - W, T, C
  - River's Edge Park - M, W, T, L&T,
  - Memorial Park, including dog park. - M, W, T, L, L&T, C, D
  - Loutses Park - M, W, T, L, L&T, C
  - 4001 Tolt Lot - M, W, T, L, C
  - Miracle Lot - M, T
- M = Mowing, W = Weeding, T = Trimming, L = Leafing, L&T = Limbing & Trees, MO = Monitoring, C = Courts/Blowing, D = Dog Park

Notations on services were made per the excel sheet handed out to contractors on Jan 6th, 2024. Bid does not include fertilizations or irrigation services.

CONTRACT SERVICES	Visits	Billing Type	Visit Price	Season Price	OK?
Cemetery	16	Per Season	\$375.34	\$6,005.44	<input type="checkbox"/>

JP Landscape Services, Inc.  
PO Box 1237  
Duvall, WA  
98019

P.425-844-2816

www.jplandscape.com  
Office@jplandscape.com

<b>CONTRACT SERVICES</b>	<b>Visits</b>	<b>Billing Type</b>	<b>Visit Price</b>	<b>Season Price</b>	<b>OK?</b>
Evacuation Hill Trail	16	Per Season	\$73.02	\$1,168.32	<input type="checkbox"/>
Bios: Morrison, Rutherford, Spillman	16	Per Season	\$182.55	\$2,920.80	<input type="checkbox"/>
City Hall	16	Per Season	\$54.77	\$876.24	<input type="checkbox"/>
Yellow Park	16	Per Season	\$54.77	\$876.24	<input type="checkbox"/>
Tolt Commons	16	Per Season	\$73.02	\$1,168.32	<input type="checkbox"/>
Tolt Ave	16	Per Season	\$146.04	\$2,336.64	<input type="checkbox"/>
River's Edge Park	16	Per Season	\$73.02	\$1,168.32	<input type="checkbox"/>
Memorial Park	16	Per Season	\$375.34	\$6,005.44	<input type="checkbox"/>
Loutses Park	16	Per Season	\$375.34	\$6,005.44	<input type="checkbox"/>
4001 Tolt Lot	16	Per Season	\$73.02	\$1,168.32	<input type="checkbox"/>
Miracle Lot	16	Per Season	\$59.89	\$958.16	<input type="checkbox"/>

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**SubTotal (All Contract Services)      \$30,657.68**

**Taxes      \$2,667.22**

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**Total (All Contract Services)      \$33,324.90**

*The total price of all seasonal services is \$30,657.68 collected in 8 payments of \$3,832.21 per payment (\$4,165.61 after tax).*

## **JP LANDSCAPE SERVICES MAINTENANCE CONTRACT**

The following services will be provided to keep your landscape maintained throughout the year – MOWING, EDGING, BLOWING, WEED CONTROL, SHRUB PRUNING, TREE PRUNING, LEAF REMOVAL, and MOSS CONTROL.

### **JP LANDSCAPE SERVICES, INC WILL MAINTAIN YOUR LANDSCAPE ACCORDING TO THIS SCHEDULE WITH 16 YEARLY SERVICE VISITS AND REGULAR INSPECTION VISITS:**

- APRIL through NOVEMBER – 2 visits per month or every 2 week service

\*Additional visits can be requested as needed for an extra fee.

### **CARE AND MAINTENANCE OF TURF, BEDS AND PLANTS**

- All turf areas will be mowed and clippings removed or mulched. Grass will be cut at a height of approximately 2 inches throughout the year but left slightly longer during the summer months in order for the turf to remain healthy during the stressful months.
- Mower blades are sharpened on a weekly basis to provide a clean and efficient cut.
- Trimming of lawn areas not accessible by mowers will be trimmed with line trimmers at each service visit or as needed unless otherwise noted.
- A bladed edger will be used on all established edges including sidewalks, patios, and drives.
- All lawn clippings and debris will be blown from sidewalks, patios, and drives after each service visit.
- Beds will be kept free of weeds, debris, leaves, etc.
- Beds will be raked when needed to maintain a clean appearance.
- Plants will be pruned and trimmed throughout the year depending on the plant or shrub and the time of the year. Deadwood will be removed immediately upon discovery.
- Any plants or annuals that need to be cut to the ground will be done at the appropriate time.
- Any plants that are dead or dying will be brought to the client's attention immediately. Plants will be replaced at customer's request and will be billed separately unless JPLS caused damage.

### **ADDITIONAL NOTES ABOUT YOUR SERVICE**

- Parking lots are not included unless noted.
- If we are unable to perform a scheduled visit due to a weather event or other unforeseen circumstance, we will not issue a credit, but we will spend extra time at the next visit.
- Pruning of trees over 15 feet high is not included in maintenance service.
- We cannot accept responsibility for any damage caused by factors beyond our control. (Vandalism, flooding, snow, earthquakes, fire, disease, insect infestation).

### **CONTRACT TERMS | PAYMENTS | INSURANCE & LIABILITIES | GUARANTEE**

- This agreement shall take effect upon signing of the contract unless there are modifications to or a termination of the contract. Client is committed to a 8-month service agreement upon signing of the contract and may not terminate contract before the end of the contract terms. Either the Client or JPLS may cancel the contract with a 30-day written notice, provided the Client has fulfilled the 8-month service requirement.
- Invoices for the current month's services will be sent to the client on the 25th of each month, due on the 10<sup>th</sup> of the following month.
- We accept Visa, Master Card and Amex with a 3% fee.
- Any payments which are not received by the stated terms will be charged a 2% per month late charge beginning from due date and continuing until paid in full. If at any time during the contract a payment becomes more than



30 days past due, JPLS may terminate contract for services 7 days after written notice is delivered to client. Any amount which becomes 60 days past due will force collections and the client will be responsible for any legal fees incurred or any other costs incurred in an attempt to collect the debt.

- JPLS agrees to maintain proper licenses and insurance as required by the State of Washington. All employees of the corporation are to be covered under industrial insurance.
- Client will not be held responsible for any personal injury or damage caused by direct actions of JPLS and its employees; however, client is fully responsible for any damage or injury caused directly or indirectly through their own actions and the actions of their employees, agents, or guests.
- JPLS agrees to perform all landscaping services in a workmanlike manner and will not perform services or act in any way which is illegal or violates any state guidelines or city or county ordinances.

**MONTHLY % OF EARNING**

In the event of early termination, client is obligated to pay for past services performed where revenue has been deferred, or entitled to any amounts if payments have exceeded earned revenues. Below is a monthly percentage breakdown of earned revenue per month.

APR-12.5%    MAY-12.5%    JUN-12.5%    JUL-12.5%    AUG-12.5%    SEP-12.5%    OCT-10 %    NOV-12.5%

A final billing will reflect any additional balance related to the above percentage.

By signing, client agrees to and understands the services to be provided and the terms and conditions outlined in this contract.

**Estimate authorized by:**

\_\_\_\_\_   
 Kappie Ayers

**Estimate approved by:**

\_\_\_\_\_

**Signature Date:**

\_\_\_\_\_   
 01/10/2024

**Signature Date:**

\_\_\_\_\_



# CARNATION CITY COUNCIL

## A G E N D A B I L L

<b>TITLE:</b> A Motion to approve claims for \$239,104.28 for the dates February 21, 2024 – March 6, 2024.	<b>Agenda Bill No.:</b>	AB24-32
	<b>Type of Action:</b>	Motion
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Check Register</li> </ul>	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
	<b>Date Submitted:</b>	03/19/2024
	<b>For Agenda of:</b>	03/19/2024
	<b>Expenditure Required:</b>	\$239,104.28
	<b>Amount Budgeted:</b>	\$239,104.28
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**

**RECOMMENDED ACTION:**  
I move to approve claims for the amount of \$239,104.28 for the dates February 21, 2024 – March 6, 2024.

**LEGISLATIVE HISTORY:**

ACTION TAKEN					
MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

# CHECK REGISTER

City of Carnation

Time: 10:17:26 Date: 03/06/2024

02/21/2024 To: 03/06/2024

Page: 1

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
487	02/21/2024	Claims	1	38659	BANK OF AMERICA-WILMINTON	11,158.08	BofA Credit Card charges for 01/01/2024-01/31/2024
488	02/21/2024	Claims	1	38660	PUGET SOUND ENERGY	10.21	Stossel & Commercial, Acct't 200002595284
505	02/23/2024	Claims	1	38661	BUTTONSMITH, INC	45.63	Badge-Rhonda, Bus. Card-Brandon, Invoice dated 2/5/24
506	02/23/2024	Claims	1	38662	CITY OF ISSAQUAH ~ JAILS	147.00	Jail housing January 2024, Invoice dated 2/8/24
507	02/23/2024	Claims	1	38663	DAVIDSON-MACRI SWEEPING, INC	703.29	Invoice 239692, dated 1/31/24
508	02/23/2024	Claims	1	38664	LYNN MOBERLY	1,050.00	Jan-2024,Nov-2023, Oct-2023
509	02/23/2024	Claims	1	38665	R&A CLEANING	2,916.00	Invoice 19 dated 12/28/23, (9 reg. cleanings)
510	02/23/2024	Claims	1	38666	DATABAR	710.95	Invoice 265389, Invoice dated 2/7/24
511	02/23/2024	Claims	1	38667	EASTSIDE EXTERMINATORS	195.66	Pest Control, Invoice dated 2/20/24
512	02/23/2024	Claims	1	38668	USIC LOCATING SERVICES, LLC	573.00	12/1/23-12/31/23, Invoice dated 12/31/23
513	02/23/2024	Claims	1	38669	GRACELAND PROPERTIES LLC	9,599.40	Building Serial#: P5-UX-436032-1220-010824-WA - Invoice dated 1/25/24
525	02/26/2024	Claims	1	38670	TIM WOOLETT	3,283.20	Land Use and Planning Consulting Services - Code Updates; COST RECOVERY - Land Use and Planning Services - MainVue; COST RECOVERY - Land Use Planning and Consulting Services - John Day Homes
528	02/26/2024	Claims	1	38671	TEAMSTERS LOCAL UNION 763	234.00	
529	02/27/2024	Claims	1	38672	CARNATION CHAMBER OF COMMERCE	200.00	Advertisement in the Chamber Directory
566	02/28/2024	Claims	1	38673	AM TEST, INC	40.00	Water Bacteriological Analysis
567	02/28/2024	Claims	1	38674	BANK OF AMERICA ACCOUNT ANALYSIS	4,086.98	Month Ending 01-31-24
568	02/28/2024	Claims	1	38675	HNTB CORPORATION	2,785.64	Booster Station and SCADA - 12/30/23 thru 01/26/24
569	02/28/2024	Claims	1	38676	PUGET SOUND CLEAN AIR AGENCY	1,770.00	Calendar Year 2023 Clean Air Assessment
570	02/28/2024	Claims	1	38677	SOUND PUBLISHING INC	315.37	East Bird Street SEPA Notice; RFP Banking Ad in the Snoqualmie Valley Record
571	02/28/2024	Claims	1	38678	WASHINGTON TEAMSTERS WELFARE TRUST	5,302.80	Health Coverage for Month of March
572	02/28/2024	Claims	1	38679	OWEN EQUIPMENT COMPANY	1,397.97	Debris Hose and Reducer Weld
573	02/28/2024	Claims	1	38680	KING COUNTY FINANCE	68,435.85	KCIT INET for January 2024; Wastewater Treatment Division - As of 09-30-23
574	02/28/2024	Claims	1	38681	GRAY & OSBORNE, INC	13,956.24	City Engineering Services: 01/01/24 - 01/27/24; Bumbaugh Water Main Improvements: 01/01/24 - 01/27/24
575	02/28/2024	Claims	1	38682	NEW X INC	40,398.15	Morris St. and Tolt Ave Curb Ramp and Overlay Improvements - Progress Payment #2

# CHECK REGISTER

City of Carnation

Time: 10:17:26 Date: 03/06/2024

02/21/2024 To: 03/06/2024

Page: 2

Trans	Date	Type	Acct #	Chk #	Claimant	Amount	Memo
576	02/28/2024	Claims	1	38683	LANE POWELL	34,704.24	City Attorney Advice through 01/31/24; General Employment and Labor Law Advice through 01/31/24; PRA Matters through 01/31/24
577	02/28/2024	Claims	1	38684	DEPT. OF TRANSPORTATION NORTHWEST REGION	909.20	Tolt Ave Improvement
612	03/01/2024	Claims	1	38685	BEAR CREEK LANDSCAPING & CONSTRUCTION LL	3,496.52	Location: 31999 Blanche St. Inv. #630-17
615	03/01/2024	Claims	1	38686	PUGET SOUND CLEAN AIR AGENCY	2,008.00	Calendar Year 2024 Clean Air Assessment
616	03/01/2024	Claims	1	38687	GRAY & OSBORNE, INC	27,025.16	Brumbaugh Watermain Improvements: 01-28-24 thru 02-24-24; COST RECOVERY - Brewer Short Plat and Developer Review Comments; Utility Mapping Assistance: 01-01-24 thru 01-27-24; Water Systems Operations;
617	03/01/2024	Claims	1	38688	FUSIONTEK	1,605.74	Azure Computer and Storage - February; Azure Computer and Storage - January
638	03/05/2024	Claims	1	38689	AMY PAOLETTI	40.00	Permitting and ASM
						61,643.10	001 General Fund
						444.73	109 Traffic Impact Fee- CIP
						41,482.12	301 STREETS CIP
						9,599.40	302 Capital Facilities CIP
						30,523.40	401 Water Fund OPS
						25,016.78	402 Water Capital Replacement CIP
						1,148.00	409 Stormwater OPS
						1,185.90	411 Sewer Fund OPS
						68,060.85	633 KING COUNTY PASS THROUGH - Restricted
						239,104.28	Claims: 239,104.28

CERTIFICATION: I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described and that the claim is a due and unpaid obligation against the City of Carnation and that I am authorized to authenticate and certify to said claim.

(Ana Cortez) City Manager \_\_\_\_\_ Date: \_\_\_\_\_

(Jim Ribail) City Mayor \_\_\_\_\_ Date: \_\_\_\_\_



**CARNATION CITY COUNCIL  
A G E N D A B I L L**

<b>TITLE:</b> A Resolution of the City Council of the City of Carnation, Washington accepting the bid and authorizing City manager to enter into contract for construction of the Brumbaugh Water Main Project CIP 24-03.	<b>Agenda Bill No.:</b>	<b>AB24-33</b>
	<b>Type of Action:</b>	<b>RESOLUTION</b>
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
<b>EXHIBITS:</b> <ul style="list-style-type: none"> <li>• Bid Tabulation</li> <li>• Resolution 24-518</li> </ul>	<b>Date Submitted:</b>	1-16-24
	<b>For Agenda of:</b>	1-16-24
	<b>Expenditure Required:</b>	\$850,034.00
	<b>Amount Budgeted:</b>	\$850,034.00
	<b>Appropriation Required:</b>	None

**SUMMARY STATEMENT AND DISCUSSION:**

On January 30<sup>th</sup>, 2024, the City of Carnation received 8 responsive bids and zero non-responsive bids for the Brumbaugh Water Main Project. The responsive bids ranged from \$850,034.00 to \$1,214,260.63. The Engineer’s Estimate was \$1,446,416.55. This project has funding from the Public Works Trust Fund and is 1.3% loan.

The lowest responsive bidder, WSB Excavation & Utilities, LLC of Arlington, Washington, is currently a Washington State registered and licensed Contractor and appears to have the relevant qualifications and experience to successfully perform the work. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder.

**RECOMMENDED ACTION:** I move to accept a resolution awarding a bid for the Brumbaugh Water Main Replacement (CIP 24-03) to WSB Excavation and Utilities, LLC for the amount of \$850,043.00 including tax and authorizing City Manager to enter into contract.

**LEGISLATIVE HISTORY:**

**ACTION TAKEN**

MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

CITY OF CARNATION

RESOLUTION NO. 24-518

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON ACCEPTING BID AND AUTHORIZING CITY MANAGER TO ENTER INTO CONTRACT FOR CONSTRUCTION OF BRUMBAUGH WATER MAIN PROJECT (CIP 24-03)

WHEREAS the notice to bidders has been duly given as required by law publication for the Brumbaugh Water Main Project, for the City of Carnation, as described in plans and specifications; and

WHEREAS there have been eight bid proposals filed with the City Clerk in response to the published notice providing the specified construction with the required bid bond accompanying each proposal: and

WHEREAS the bid from WSB Excavation and Utilities LLC, of Arlington, Washington, is the best and lowest responsible bid for designated public improvement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON RESOLVES AS FOLLOWS:

Section 1. That the bid for Brumbaugh Water Main Project of Carnation, WA and the same is hereby accepted for the construction of the improvements as described in the plans and specifications. Therefore, the contract for the construction of same is now awarded to WSB Excavation and Utilities LLC, in the total amount of eight hundred fifty thousand thirty-four (\$850,034.00 Dollars).

Section 2: The Mayor and Council of the City of Carnation, Washington are hereby authorizing City Manager to negotiate and enter into contract with the Contractor for the public improvements as is herein referred to.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 19<sup>th</sup> DAY OF MARCH, 2024

CITY OF CARNATION

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MAYOR, JIM RIBAIL

ATTEST/AUTHENTICATED:

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LORA WILMES, CITY CLERK

BIDDER		ENGINEER'S ESTIMATE			WSB EXCAVATION & UTILITIES, LLC		D&G BACKHOE, INC.		B&B UTILITIES & EXCAVATING, LLC		FURY SITE WORKS, INC.	
BIDDER ADDRESS					11921 99th Avenue NE Arlington, WA 98223 802,107-06		P.O. Box 836 Lake Stevens, WA 98258 643,640-00		P.O. Box 293 Bothell, WA 98041 641,704-00		P.O. Box 2118 North Bend, WA 98045 580,723-02	
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					WSBEXEU821CA		DGBACI*061KS		BBUTIUE948LN		FURYSSW894MQ	
WASHINGTON STATE CONTRACTOR'S REG. NUMBER					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
BID BOND OR OTHER GOOD FAITH TOKEN												
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Cleanup and Demobilization	1 LS	\$120,000.00	\$120,000.00	\$55,000.00	\$55,000.00	\$65,639.00	\$65,639.00	\$80,000.00	\$80,000.00	\$36,283.90	\$36,283.90
2	Minor Change	1 CALC	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Project Temporary Traffic Control	1 LS	\$100,000.00	\$100,000.00	\$1,000.00	\$1,000.00	\$19,000.00	\$19,000.00	\$10,300.00	\$10,300.00	\$28,302.29	\$28,302.29
4	Erosion Control	1 LS	\$20,000.00	\$20,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00	\$23,851.20	\$23,851.20
5	Clearing and Grubbing	1 LS	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$5,186.22	\$5,186.22
6	Removal of Structures and Obstructions	1 LS	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$3,917.08	\$3,917.08
7	Controlled Density Fill	10 CY	\$240.00	\$2,400.00	\$150.00	\$1,500.00	\$0.10	\$1.00	\$125.00	\$1,250.00	\$390.34	\$3,903.40
8	Trench Safety and Excavation Systems	1 LS	\$10,000.00	\$10,000.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$489.63	\$489.63
9	Locate Existing Utilities	1 LS	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$6,529.31	\$6,529.31
10	Crushed Surfacing Top Course	550 TN	\$50.00	\$27,500.00	\$26.00	\$14,300.00	\$0.10	\$55.00	\$0.10	\$55.00	\$22.40	\$12,320.00
11	HMA Cl. 1/2" PG 58H-22, Trench Repair	150 TN	\$200.00	\$30,000.00	\$250.00	\$37,500.00	\$275.00	\$41,250.00	\$170.00	\$25,500.00	\$141.44	\$21,216.00
12	HMA Cl. 1/2" PG 58H-22, Overlay	650 TN	\$200.00	\$130,000.00	\$150.00	\$97,500.00	\$160.00	\$104,000.00	\$133.00	\$86,450.00	\$180.33	\$117,214.50
13	HMA Cl. 1/2" PG 58H-22, Reconstruction	75 TN	\$200.00	\$15,000.00	\$250.00	\$18,750.00	\$207.00	\$15,525.00	\$133.00	\$9,975.00	\$153.23	\$11,492.25
14	Planing Bituminous Pavement	400 SY	\$10.00	\$4,000.00	\$10.00	\$4,000.00	\$39.00	\$15,600.00	\$38.00	\$15,200.00	\$11.79	\$4,716.00
15	8-Inch Diam. DI Water Main and Fittings	2,300 LF	\$170.00	\$391,000.00	\$95.00	\$218,500.00	\$117.50	\$270,250.00	\$95.00	\$218,500.00	\$146.61	\$337,203.00
16	Gate Valves, 4 Inch	1 EA	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,229.37	\$1,229.37
17	Gate Valves, 8 Inch	6 EA	\$5,000.00	\$30,000.00	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00	\$2,500.00	\$15,000.00	\$2,273.57	\$13,641.42
18	Fire Hydrant Assembly	5 EA	\$9,000.00	\$45,000.00	\$8,500.00	\$42,500.00	\$7,700.00	\$38,500.00	\$10,000.00	\$50,000.00	\$9,099.16	\$45,495.80
19	Additional Fittings	1,000 LB	\$10.00	\$10,000.00	\$5.00	\$5,000.00	\$0.01	\$10.00	\$0.01	\$10.00	\$0.01	\$10.00
20	Connection to Existing Water Main	5 EA	\$6,000.00	\$30,000.00	\$4,500.00	\$22,500.00	\$3,500.00	\$17,500.00	\$6,000.00	\$30,000.00	\$7,709.95	\$38,549.75
21	Removal of Unsuitable Material (Trench)	50 CY	\$140.00	\$7,000.00	\$25.00	\$1,250.00	\$0.01	\$0.50	\$20.00	\$1,000.00	\$4.78	\$239.00
22	Bank Run Gravel for Trench Backfill	1,400 TN	\$45.00	\$63,000.00	\$22.00	\$30,800.00	\$0.01	\$14.00	\$0.01	\$14.00	\$17.68	\$24,752.00
23	Water Service Meter and Connection, 1 In. Diam.	32 EA	\$2,000.00	\$64,000.00	\$2,500.00	\$80,000.00	\$2,050.00	\$65,600.00	\$3,000.00	\$96,000.00	\$2,597.17	\$83,109.44
24	Water Service Pipe, 1 In. Diam.	825 LF	\$50.00	\$41,250.00	\$12.00	\$9,900.00	\$5.00	\$4,125.00	\$1.00	\$825.00	\$12.52	\$10,329.00
25	Water Service Meter and Connection, 3 In. Diam.	1 EA	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$67,953.00	\$67,953.00	\$75,000.00	\$75,000.00	\$68,112.60	\$68,112.60
26	Water Service Pipe, 3 In. Diam.	30 LF	\$250.00	\$7,500.00	\$180.00	\$5,400.00	\$75.00	\$2,250.00	\$70.00	\$2,100.00	\$170.91	\$5,127.30
27	Restoration	1 LS	\$35,000.00	\$35,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$10,236.78	\$10,236.78
	Subtotal			\$1,330,650.00		\$782,000.00		\$789,772.50		\$806,179.00		\$933,457.24
	Sales Tax @ 8.7%			\$115,766.55		\$68,034.00		\$68,710.21		\$70,137.57		\$81,210.78
	<b>TOTAL CONSTRUCTION COST</b>			<b>\$1,446,416.55</b>		<b>\$850,034.00</b>		<b>\$858,482.71</b>		<b>\$876,316.57</b>		<b>\$1,014,668.02</b>

DATE: 3/2024  
DRAWN: SC  
CHECKED: KS  
APPROVED: KS

CITY OF CARNATION, WASHINGTON  
BRUMBAUGH WATER MAIN IMPROVEMENTS  
GRAY & OSBORNE #23440.08

GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS



NO.	ITEM	MCCANN CONSTRUCTION ENTERPRISES, INC.		IN DEPTH EXCAVATION		ASCENT FOUNDATION AND MORE, LLC		NORTH CASCADE EXCAVATING, LLC		TRIMAXX CONSTRUCTION, INC.			
		QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
	BIDDER BIDDER ADDRESS  WASHINGTON STATE WORKMAN'S COMP. ACCT. NO. WASHINGTON STATE CONTRACTOR'S REG. NUMBER BID BOND OR OTHER GOOD FAITH TOKEN	P.O. Box 3211 Renton, WA 98056 895,521-02 MCCANTE979K3 5% BID BOND		14751 N. Kelsey St., Ste. 105 pmb 166 Monroe, WA 98272 927,638-00 DEPTHDE828N7 5% BID BOND		106 North Peoh, Suite C Cle Elum, WA 98922 993,361-02 ASCENFM876K9 5% BID BOND		428 North Pekin Road Woodland, WA 98642 104,285-02 NORTHCE798C4 5% BID BOND		12903 Wayward Way Sedro Woolley, WA 98284 060,705-00 TRIMACI963B2 5% BID BOND			
1	Mobilization, Cleanup and Demobilization	1	LS	\$90,000.00	\$90,000.00	\$95,000.00	\$95,000.00	\$83,950.38	\$83,950.38	\$162,000.00	\$162,000.00	\$60,000.00	\$60,000.00
2	Minor Change	1	CALC	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Project Temporary Traffic Control	1	LS	\$51,500.00	\$51,500.00	\$17,000.00	\$17,000.00	\$36,039.78	\$36,039.78	\$48,000.00	\$48,000.00	\$51,000.00	\$51,000.00
4	Erosion Control	1	LS	\$15,600.00	\$15,600.00	\$7,500.00	\$7,500.00	\$27,332.10	\$27,332.10	\$8,500.00	\$8,500.00	\$14,000.00	\$14,000.00
5	Clearing and Grubbing	1	LS	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00	\$12,961.75	\$12,961.75	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
6	Removal of Structures and Obstructions	1	LS	\$19,500.00	\$19,500.00	\$10,000.00	\$10,000.00	\$15,179.88	\$15,179.88	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00
7	Controlled Density Fill	10	CY	\$207.00	\$2,070.00	\$975.00	\$9,750.00	\$325.07	\$3,250.70	\$1,000.00	\$10,000.00	\$290.00	\$2,900.00
8	Trench Safety and Excavation Systems	1	LS	\$702.00	\$702.00	\$15,000.00	\$15,000.00	\$3,125.00	\$3,125.00	\$7,000.00	\$7,000.00	\$22,000.00	\$22,000.00
9	Locate Existing Utilities	1	LS	\$7,995.00	\$7,995.00	\$6,500.00	\$6,500.00	\$7,056.16	\$7,056.16	\$2,000.00	\$2,000.00	\$4,400.00	\$4,400.00
10	Crushed Surfacing Top Course	550	TN	\$39.00	\$21,450.00	\$45.00	\$24,750.00	\$56.84	\$31,262.00	\$42.00	\$23,100.00	\$85.00	\$46,750.00
11	HMA Cl. 1/2" PG 58H-22, Trench Repair	150	TN	\$219.50	\$32,925.00	\$225.00	\$33,750.00	\$258.33	\$38,749.50	\$300.00	\$45,000.00	\$220.00	\$33,000.00
12	HMA Cl. 1/2" PG 58H-22, Overlay	650	TN	\$153.50	\$99,775.00	\$160.00	\$104,000.00	\$177.88	\$115,622.00	\$175.00	\$113,750.00	\$185.00	\$120,250.00
13	HMA Cl. 1/2" PG 58H-22, Reconstruction	75	TN	\$219.50	\$16,462.50	\$225.00	\$16,875.00	\$275.00	\$20,625.00	\$185.00	\$13,875.00	\$245.00	\$18,375.00
14	Planing Bituminous Pavement	400	SY	\$33.00	\$13,200.00	\$40.00	\$16,000.00	\$52.05	\$20,820.00	\$12.00	\$4,800.00	\$40.00	\$16,000.00
15	8-Inch Diam. DI Water Main and Fittings	2,300	LF	\$110.00	\$253,000.00	\$105.00	\$241,500.00	\$109.95	\$252,885.00	\$140.00	\$322,000.00	\$185.00	\$425,500.00
16	Gate Valves, 4 Inch	1	EA	\$2,000.00	\$2,000.00	\$1,100.00	\$1,100.00	\$1,460.08	\$1,460.08	\$1,300.00	\$1,300.00	\$2,000.00	\$2,000.00
17	Gate Valves, 8 Inch	6	EA	\$2,500.00	\$15,000.00	\$2,000.00	\$12,000.00	\$2,410.36	\$14,462.16	\$2,300.00	\$13,800.00	\$1,800.00	\$10,800.00
18	Fire Hydrant Assembly	5	EA	\$7,400.00	\$37,000.00	\$9,000.00	\$45,000.00	\$8,195.65	\$40,978.25	\$8,000.00	\$40,000.00	\$100.00	\$500.00
19	Additional Fittings	1,000	LB	\$5.50	\$5,500.00	\$1.00	\$1,000.00	\$8.75	\$8,750.00	\$8.00	\$8,000.00	\$2.00	\$2,000.00
20	Connection to Existing Water Main	5	EA	\$1,260.00	\$6,300.00	\$6,000.00	\$30,000.00	\$1,591.36	\$7,956.80	\$2,700.00	\$13,500.00	\$1,800.00	\$9,000.00
21	Removal of Unsuitable Material (Trench)	50	CY	\$49.00	\$2,450.00	\$30.00	\$1,500.00	\$97.86	\$4,893.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00
22	Bank Run Gravel for Trench Backfill	1,400	TN	\$16.00	\$22,400.00	\$31.50	\$44,100.00	\$52.02	\$72,828.00	\$20.00	\$28,000.00	\$45.00	\$63,000.00
23	Water Service Meter and Connection, 1 In. Diam.	32	EA	\$1,000.00	\$32,000.00	\$2,400.00	\$76,800.00	\$4,658.42	\$149,069.44	\$2,200.00	\$70,400.00	\$1,600.00	\$51,200.00
24	Water Service Pipe, 1 In. Diam.	825	LF	\$78.00	\$64,350.00	\$15.00	\$12,375.00	\$21.81	\$17,993.25	\$80.00	\$66,000.00	\$66.00	\$54,450.00
25	Water Service Meter and Connection, 3 In. Diam.	1	EA	\$91,000.00	\$91,000.00	\$60,000.00	\$60,000.00	\$58,790.91	\$58,790.91	\$65,000.00	\$65,000.00	\$57,000.00	\$57,000.00
26	Water Service Pipe, 3 In. Diam.	30	LF	\$217.00	\$6,510.00	\$90.00	\$2,700.00	\$243.44	\$7,303.20	\$215.00	\$6,450.00	\$215.00	\$6,450.00
27	Restoration	1	LS	\$7,300.00	\$7,300.00	\$30,000.00	\$30,000.00	\$14,709.98	\$14,709.98	\$16,000.00	\$16,000.00	\$6,500.00	\$6,500.00
	Subtotal			\$937,489.50	\$937,489.50	\$949,200.00	\$949,200.00	\$1,088,054.32	\$1,088,054.32	\$1,163,475.00	\$1,163,475.00	\$1,117,075.00	\$1,117,075.00
	Sales Tax @ 8.7%			\$81,561.59	\$81,561.59	\$82,580.40	\$82,580.40	\$94,660.73	\$94,660.73	\$101,222.33	\$101,222.33	\$97,185.53	\$97,185.53
	<b>TOTAL CONSTRUCTION COST</b>			\$1,019,051.09	\$1,019,051.09	\$1,031,780.40	\$1,031,780.40	\$1,182,715.05	\$1,182,715.05	\$1,264,697.33	\$1,264,697.33	\$1,214,260.53	\$1,214,260.53
Scaled bids were opened at the City of Carnation, 4621 Toit Avenue, Carnation, Washington 98014 on Thursday, February 29, 2024, at 2:00 p.m. (local time).													
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.													
<b>DENOTES MATHEMATICAL OR ROUNDING ERROR</b>													
KEITH STEWART, P.E.													

DATE: 3/2024  
DRAWN: SC  
CHECKED: KS  
APPROVED: KS

CITY OF CARNATION, WASHINGTON  
BRUMBAUGH WATER MAIN IMPROVEMENTS  
GRAY & OSBORNE #23440.08

GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS



# CARNATION CITY COUNCIL AGENDA BILL

<b>TITLE:</b> A Motion to set a Public Hearing on April 16 <sup>th</sup> , 2024 for consideration of the Six Year Transportation Improvement Plan (STIP)	<b>Agenda Bill No.:</b>	<b>AB24-29</b>
	<b>Type of Action:</b>	<b>MOTION</b>
	<b>Origin: (Council/Manager)</b>	City Manager
	<b>Agenda Bill Author:</b>	City Manager
<b>EXHIBITS:</b>	<b>Date Submitted:</b>	03/19/2024
	<b>For Agenda of:</b>	02/19/2024
	<b>Expenditure Required:</b>	\$0
	<b>Amount Budgeted:</b>	N/A
	<b>Appropriation Required:</b>	N/A

**SUMMARY STATEMENT AND DISCUSSION:**  
 Consistent with WSDOT requirements, Carnation sets public hearing dates to allow public comment regarding 6 year STIP (2025-2031).

**RECOMMENDED ACTION:** I move to set a Public Hearing on April 16<sup>th</sup>, 2024 for consideration of the Six Year Transportation Improvement Plan (STIP)

**LEGISLATIVE HISTORY:**

**ACTION TAKEN**

MOTION AS PROPOSED			MOTION AS AMENDED		
Motion made by:			Motion made by:		
Second by:			Second by:		
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		
Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		



**LEGAL NOTICE**  
**CITY OF CARNATION**  
**-PUBLIC HEARING-**

**NOTICE IS HEREBY GIVEN** that the Carnation City Council will hold a public hearing to receive and consider public comments regarding a Residential Development Moratorium affecting seven units or more. The substance of the proposed moratorium is available for public review from the City Clerk at Carnation City Hall.

The hearing will be conducted during the regular meeting of the Carnation City Council on March 5<sup>th</sup> and March 19<sup>th</sup>, 2024, at 6:00 PM or soon thereafter. The hearing is open to the public. All interested persons are encouraged to listen and/or attend the public hearing and to provide oral and/or written comments.

For inquiries and/or assistance regarding how to attend or participate in this hearing using the City's remote electronic format, please visit [www.carnationwa.gov](http://www.carnationwa.gov) or contact the city clerk.

This notice is published pursuant to CMC 1.14.010 & 5.28.130  
CITY OF CARNATION  
Lora Wilmes, City Clerk  
Published in the Snoqualmie Valley Record.



To: City Council  
From: Ana Cortez, City Manager  
Re: Residential Development Moratorium affecting seven units or more

## Background

At the January 20, 2024 Council retreat, the Council discussed its interest in a residential moratorium for 2024 and possibly 2025. To address this conversation, the following whitepaper addresses:

1. Definition and Policy Framework.
2. Limitations
3. Relevant Conditions
4. Moratorium Milestones
5. Uses and Examples
6. Recommended Options

---

## 1. DEFINITION AND POLICY FRAMEWORK

A moratorium on residential development is a pause on all new development, land use, and construction applications due to specific reasons listed by the State of Washington.

State law authorizes local governments to adopt a moratorium or interim zoning ordinance. Legislative bodies that adopt a moratorium or interim zoning ordinance without holding a public hearing, need to hold a public hearing within at least sixty days of adoption, regardless of if a recommendation was given by the Planning Commission or planning agency.

A moratorium/interim zoning regulation may be effective for no longer than six months or up to a year if a work plan is developed for related studies. It can also be renewed for additional six-month periods as long as a subsequent public hearing is held prior to each renewal ([RCW 36.70A.390](#)).

Under Washington's Growth Management Act, cities can adopt moratoriums only under very narrow circumstances, generally only when something constitutes an emergency likely to cause harm to the community. The rationale to pursue a moratorium in Carnation includes:

- Rapid growth impact to traffic
- Rapid growth impact on erosion of local character

- Rapid growth impact on evacuation plans associated with Seattle’s Dam and forest fires.
- Rapid growth impact on inadequate County and State infrastructure.

## 2. LIMITATIONS

While the statutory language is confusing, a moratorium or adoption of interim zoning regulations cannot be used for the designation or conservation of critical areas, agricultural lands, forestlands, or mineral resource lands.

Additionally, a moratorium or adoption of interim zoning cannot be applied to ordinances or development regulations that prohibit building permit applications pertaining to transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed as well as indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed.

The duration of the enacted moratorium will be determined by: 1) any adjustments the Council may make to the Moratorium Ordinance following the Public Hearing- To be scheduled; and, 2) the length of time it will take the City to enact corrective measures to address the specific issues identified in the moratorium ordinance, as originally enacted or as subsequently amended. RCW 35A.63.220 identifies the Council may enact a 6-month moratorium that may be “renewed”; or, a 12-month moratorium with a corresponding work plan. Specific milestones for staff are discussed below.

## 3. RELEVANT CONDITIONS

Carnation has experienced significant growth as result of past Council’s legislative priorities and direction. The City’s sewer vacuum station was built in 2009 assuming significant and steady growth for a city that had a population of 1,871. The wastewater treatment facility was designed and built to accommodate a build-out population of 4,974. Currently there are 1,014 connections and a population of 2,160.

Consequently, two major projects and several mid size projects were permitted and construction has and will produce close to 250 housing units.

Mainvue Projected Units	141
85 Degree Projected Units	43
John Day	12
Sno Valley Senior Housing	15
Stossel Court/Fortwest	4
Saba 5 (5-plex apartment)	5
Pilgrim Holdings (4-plex)	4
E Reitze SFR	1
333 <sup>rd</sup> Ave NE SFR	1
Boyd/Fortwest	2
Tolt Legal	1 live/work unit
Confluence	3 apartments + commercial

Whereas these developments reflect a growth approach needed to support major investment in the sewer system, the policy direction lacked a cohesive operational plan of coordinated standards and City Municipal Code. This lack of operational framework has created conflicts and concerns with these housing developments.

Among the most frequently mentioned concerns are:

- Lack aesthetic consistency with Carnation's character.
- Lack desirable density.
- Lack of appropriate heights.
- Lack of green principles.
- In traffic flow option.
- Lack of access to city assets such as trails.
- Lack of affordability.
- Inappropriate parking.

Another key current factor is the housing requirements imposed by the Growth Management Act (GMA). Per our 2023 Housing Action Plan which will be reflected in the Comprehensive Plan update of 2024/Housing Element, the City aspires to facilitate development of 100-161 new units by 2040. To do so, it is likely that medium size residential developments will seek permitting.

Staff has identified several issues that need to be addressed in a strategic, deliberate, data driven manner:

- Architectural fit with the community
- Urban design elements
- Vertical mixed use
- Affordable housing
- Parking
- Visions and character/District approach
- Standards
- Public Safety
- Tribal Ancestral Lands
- Green Principles

The moratorium enables the City to address these issues before more development decisions that do not reflect the Council's vision are made. Addressing each of the issues listed above will take time and will result in new code, plan clarifications and new policy or procedures that will be aimed at improving the success of the implementation of the Plan.

The moratorium doesn't, however, mean all residential development will stop. Vested projects (projects that are currently under construction or have already filed complete

permit applications) and specifically identified excluded projects may proceed. The 234 projects that are considered “vested” include 232 residential units (both single-family and multi-family residential); and approximately 90,000-110,000 square feet of non-residential development (Schefer Development and Confluence Building). Not counted in the non-residential square footage is the “work” portion of the Pulte 9 live/work units.

These projects will likely be built out over the next two or more years and may leave little perception in the community that a moratorium was ever enacted. It is impossible to forecast how many development projects will move forward during the moratorium period from this list.

The known project that is considered “nonvested” consists of 1 residential unit. The known project is: Commercial St SFR (Brewer). There are likely other projects that would have been submitted if moratorium were not in place. We are aware of one 44-unit condo project that may be seeking permission in 2024 or 2025.

The moratorium also specifically excludes:

- i. Properties covered by approved development agreements
- ii. Transit-oriented development
- iii. Essential public facilities, such as fire stations and medical offices.
- iv. Publicly-funded schools
- v. Projects involving the sale and development of land currently owned by the City and public capital projects
- vi. Remodels and tenant improvements
- vii. Single-family homes on lots already vested through platting approvals
- viii. Affordable housing
- ix. Emergency repairs or construction necessitated by a natural disaster such as fire, flooding, earthquake or other similar cause

#### **4. MORATORIUM MILESTONES**

The work items, as understood by the CMO, were converted into a proposed work plan. This work plan has been organized into two (2) categories based on length of time to complete the corrective measure. These categories may be identified as: 6 months and 12 months. Each category is presented below.

##### **6 Months**

The CMO believes it can develop Code revisions and deliver recommended alternatives to the City Council for

- a. Design Standards – create to reflect character of Carnation
- b. Green infrastructure: green roofs, urban forests, and green spaces
- c. Landscaping Standards
- d. Street Standards
- e. Housing Action Consistency/Comp Plan Consistency

As Code revisions require recommendations from PPB, the CMO's recommendations would need to be crafted for PPB's review of the proposal. The Council would then act on the recommendations. In addition, City Council would be asked to authorize and appropriate funds in the 2024 budget adjustment for research resources for code revision alternatives if needed.

## **12 Months**

The CMO believes it can develop Code revisions and deliver recommended alternatives to the City Council for

- a. Sewer Standards
- b. Water Standards
- c. Stormwater Standards
- d. Utility Rate Study
- e. Municipal Code Updates
  - i. Wildland Urban Interface (WUI)
- f. Comprehensive Plan Consistencies
- g. Integrate climate resiliency principles in City Operations and land uses
- h. Parking
- i. Annexation Plan and UGA Expansion
- j. Ancestral Land Checklist

## **5. USES AND EXAMPLES**

Staff has identified the following jurisdiction that have adopted moratoriums using a similar rationale as the City of Carnation.

- **Bellingham Emergency Ordinance No. 2020-03-006 (2020)** – AN ORDINANCE OF THE CITY OF BELLINGHAM, WASHINGTON, RELATING TO LAND USE REGULATIONS; DECLARING AN EMERGENCY; ADOPTING AN IMMEDIATE EMERGENCY MORATORIUM ON THE PROCESSING OF APPLICATIONS FOR AND THE CONSTRUCTION OF NEW DETACHED OR ATTACHED SINGLE-FAMILY DWELLING UNITS IN RESIDENTIAL MULTI-FAMILY ZONES; AND SETTING TWELVE MONTHS AS THE EFFECTIVE PERIOD OF THE MORATORIUM.
- **Pierce County Code Ch. 18H.30** – Development Moratoria – Provides sample criteria for developing and implementing a development moratorium.
- **Issaquah Ordinance 2778**. AN ORDINANCE OF THE CITY OF ISSAQUAH WASHINGTON, ADOPTED PURSUANT TO RCV/ 35A.63.220 AND RCV/ 36.70A.390; IMPOSING A TEMPORARY SIX MONTH MORATORIUM UPON THE RECEIPT AND PROCESSING OF PROJECT PERMIT APPLICATIONS FOR CERTAIN DEVELOPMENT; SETTING FORTH FINDINGS OF FACT IN SUPPORT OF SAID MORATORIUM; IMPOSING THE MORATORIUM; PROVIDING FOR EXCLUSIONS; STATING THE EFFECT ON VESTED RIGHTS; SCHEDULING A PUBLIC HEARING DATE; AUTHORIZING OFFICIAL INTERPRETATIONS BY THE CITY OF ISSAQUAH DEVELOPMENT



SERVICES DIRECTOR; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

Other similar situations around Carnation include: Mercer Island and Issaquah. Here are links to relevant articles.

- [Mercer Island Set to Renew Development Moratorium for Fourth Time in Two Years - The Urbanist](#)
- [To slow growth, some Washington cities halt development | Crosscut](#)

## 6. RECOMMENDED OPTIONS

***The City Manager recommends setting one or two public hearings to discuss next steps, gather community input and provide the CMO direction. These public hearings could be scheduled for March to conduct outreach and education on this matter.***

The City Manager offers the following options for Council consideration:

- A. Wait until after the public hearings to provide further direction to the CM including drafting an ordinance to begin the moratorium, providing additional facts and drafting an ordinance ending the moratorium.
- B. Direct CM to draft an ordinance to begin the moratorium, provide additional facts, and draft an ordinance to end moratorium prior to the public hearings.



March 5, 2024

Carnation City Council  
4621 Tolt Avenue  
Carnation, WA 98014

Dear Mayor and Members of the Council:

On behalf of the Master Builders Association of King and Snohomish Counties (MBAKS), I am writing to express our **strong opposition to the residential development moratorium affecting seven units or more currently in place**. This letter aims to outline the reasons why the moratorium is counterproductive to Carnation's long-term goals.

**Housing Affordability Crisis Exacerbation:** Carnation, like many others, is grappling with a housing attainability crisis. The moratorium directly contradicts efforts to increase the housing stock, making it even more challenging for residents to find affordable living spaces. This scarcity can drive up prices, exacerbating the affordability issue and pushing residents to seek housing in other communities, thereby reducing Carnation's vibrancy and diversity.

**Process Efficiency and Predictability:** The imposition of the moratorium introduces uncertainty into the development process, making it difficult for developers to plan and execute projects efficiently. This uncertainty can deter future projects, even beyond the moratorium period, as developers seek out jurisdictions with more predictable and stable regulatory environments.

**Stifling Economic Growth:** The residential development moratorium significantly stifles economic growth within the city. Construction projects are a vital source of employment and stimulate economic activity through various sectors, including materials supply, real estate, and local businesses.

**Reducing Tax Revenue:** New developments contribute significantly to local tax bases through property, sales, and other taxes. A halt on building seven units or more limits this revenue stream, potentially leading to budget shortfalls for essential public services.

**Impact on Vested Rights and Excluded Projects:** While the ordinance outlines exceptions and details its impact on established rights, the differentiation between projects that are allowed to proceed and those that are not causes uncertainty and potentially result in legal disputes.

Carnation's concerns regarding residential development can be addressed through means other than a moratorium. Instead of a blanket moratorium on residential development projects with seven units or more, Carnation could implement targeted regulations and incentives that encourage the desired type of development while addressing specific issues like affordable housing, sustainability, and infrastructure needs.



Thank you for your time and consideration of this important matter.

Respectfully,

*Jonathan Lounds*  
Jonathan Lounds  
King County Government Affairs Manager



# Carnation Summer Fun Series

2024

City Events +  
Community Events

= FUN!



## Goals:

- Enrich the Community
- Activate Tolt Commons
- Economic Development
- Complementary Events

# Promotion

**Sign at Tolt  
Commons**

**Cross  
Promote at  
Events**

**Website &  
Social  
Media**

**Flyers &  
Posters**

# Schedule of Events

MAY-JUNE, 2024

ADD EVENTS FROM MILLERS, CARNATION CAFÉ, POURHOUSE PETE'S, BIG BLOCK, SENIOR CENTER & OTHER

- ▶ Saturday, May 11      Carnation Farms Spring Market
- ▶ Friday, May 24      Portugal the Man Concert
- ▶ Saturday, June 1      Flying Wheels Bike Ride
- ▶ Thursday, June 6      Daryl Hall & Elvis Costello Concert
- ▶ Sunday, June 9      Pride Picnic
- ▶ Saturday, June 15      Parliament Funkadelic Concert
- ▶ Friday, June 21      Fierce Drag Show
- ▶ Saturday, June 22      Carnation Block Party
- ▶ Saturday, June 22      Snoqualie Valley Half Marathon & 10K
- ▶ Tuesday, June 25      Totally Tubular Concert
- ▶ Wednesday, June 26      Concert – *to be released*

**Preliminary**



# Schedule of Events

## JULY-AUGUST, 2024

- ▶ Thursday, July 4<sup>th</sup> Carnation 4<sup>th</sup> of July
- ▶ Fri-Sun, July 12-14 Brodie Nation Music Festival
- ▶ Wednesday, July 17 Concert – *to be released*
- ▶ Saturday, July 20 Movie Night
- ▶ Sat-Sun, July 20-21 Tractor Show
- ▶ Fri-Sun, July 26-28 Timber Music Festival
- ▶ Sunday, July 28 String Cheese Incident Band
- ▶ Tuesday, Aug 6 National Night Out
- ▶ Saturday, Aug 10 Fred Hutch Obliteride (bike ride)
- ▶ Fri-Sun, Aug 9-11 Thing Festival
- ▶ Friday, Aug 16 Splash Tower Fun Event
- ▶ Saturday, Aug 17 Movie Night
- ▶ Wednesday, Aug 21 Mt Joy Concert
- ▶ Friday, Aug 23 Blondie Concert
- ▶ Saturday, Aug 31 Movie Night
  
- ▶ Saturday, Sept 28 Be Dam Ready

# Funding

- ▶ Through a Port of Seattle grant, the City will create several summer events to complement the concerts, festivals and other local events held in the summer.
- ▶ All local summer events will be promoted.

**A CASE FOR  
THE COST  
RECOVERY  
MODEL**



# Reservation



**vs.**

# Chaos

Presented by Ashlyn Farnworth

# CURRENT EVENT SERVICES

---

## No Cost Services

Using a Park.....	\$0
Parade and Public Assembly Permit Application .....	\$0

## Services outlined in Fee Schedule

- Reservation of all City- owned facilities / closure of PROW: weekends per day: **\$230.00**
- Reservation of all City-owned facilities / closure of PROW: weekdays per day: **\$160.00**
- Food Trucks (one day): **\$30.00**
- City Labor (as available): **\$80.00 minimum**
- Temporary / Transient Merchants: no more than 3 days in a calendar year: **\$15.00**
- City Grill per event (4 hrs.) – Includes propane and cleaning: **\$150.00**

# RESERVATION DEFINED

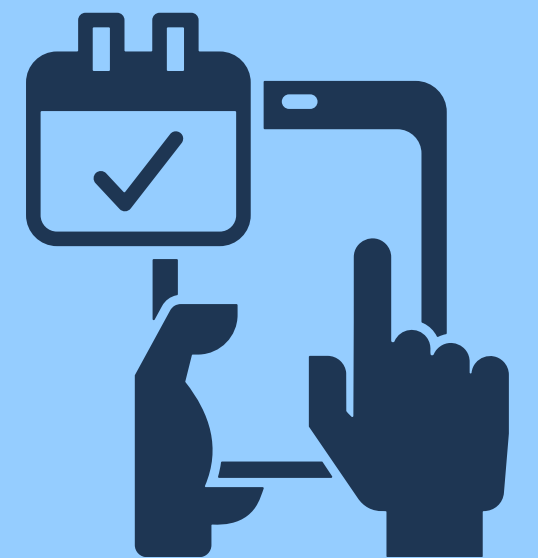
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A reservation is **exclusive** use of an asset, barring any other entity or resident from using the location for another use. This means that **taxpayers** would not be able to use the park freely during the duration of a reservation.

*Reminder: No one is forcing anyone to get a reservation.*

**Reservation = Optional Service**

**Permits = Not Optional (Parade and Public Assembly, Street Use, etc.)**



# RESERVATION = COST

---

In addition to the implied cost to taxpayers unable to use public property, there is also costs associated with staff time:

## Public Works Staff

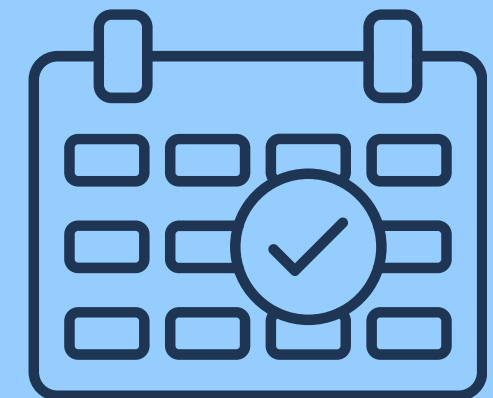
- Extra attention to landscape upkeep to ensure a quality event
- Waste Maintenance

## Administrative Staff:

- Reservation Management – Scheduling, managing conflict
- Preparing and placing signs noticing the reservation one week prior to the event

## \*Management Staff:

- On-Call to ensure that the reserver is



# POLICY DECISION - CITY ASSET RESERVATION

---



**Reservations and Fees**

**OR**

**NO Reservations and NO Fees**

**TWO  
PATHS**



# RESERVATIONS

- Concerns have been raised about the cost associated with the reservation, and that it is a barrier to people hosting events

# NO RESERVATIONS

- No one is able to reserve City Spaces.
- If there is a conflict, the City will not exercise any control. In order to promote equity, the City will not show favoritism to one group or another. The two competing events / parties would have to work it out.
- There would be no tracking system (reservation calendar) to see when events occur in City Spaces





# CARNATION CITY COUNCIL

## A G E N D A B I L L

<p><b>TITLE:</b> A Ordinance to update Carnation Building and Fire code as required by the State Building Code Council.</p>	<b>Agenda Bill No.:</b>	AB24-34			
	<b>Type of Action:</b>	MOTION			
	<b>Origin:</b> <i>(Council/Manager)</i>	City Manager			
	<b>Agenda Bill Author:</b>	City Manager			
	<p><b>EXHIBITS:</b></p> <ul style="list-style-type: none"> <li>• Redlined Building &amp; Fire Code, Chapter 16 of CMC</li> </ul>	<b>Date Submitted:</b>	03/19/24		
		<b>For Agenda of:</b>	03/19/24		
		<b>Expenditure Required:</b>	0		
<b>Amount Budgeted:</b>		0			
<b>Appropriation Required:</b>					
<p><b>SUMMARY STATEMENT AND DISCUSSION:</b></p> <p>Effective March 15th, 2024, all building permit application plans and supporting documentation must comply with the adopted 2021 Washington State Building Code. It replaces the 2018 edition. This update is required by all cities.</p>					
<p><b>RECOMMENDED ACTION:</b> I move to update Carnation Building and Fire code as required by the State Building Code Council.</p>					
<p><b>LEGISLATIVE HISTORY:</b></p>					
<b>ACTION TAKEN</b>					
<b>MOTION AS PROPOSED</b>		<b>MOTION AS AMENDED</b>			
Motion made by:		Motion made by:			
Second by:		Second by:			
	YES Vote	NO Vote		YES Vote	NO Vote
Hawkins			Hawkins		
Ribail			Ribail		
Nelson			Nelson		
Burrell			Burrell		
Merizan			Merizan		

Passed/Failed			Passed/Failed		
Ordinance/Resolution No.:			Ordinance/Resolution No.:		

**CITY OF CARNATION  
Carnation, Washington**

**AN ORDINANCE OF THE CITY OF CARNATION, WASHINGTON, RELATING TO THE CITY’S CONSTRUCTION AND FIRE CODES; REPEALING CURRENT CHAPTER 16.01 ENTITLED “CONSTRUCTION AND BUILDING CODES” IN ITS ENTIRETY AND ADOPTING NEW CHAPTER 16.01 OF THE CARNATION MUNICIPAL CODE RELATED TO THE ADOPTION OF THE INTERNATIONAL AND UNIFORM BUILDING STANDARDS; AND RESPECTIVE APPENDICES. PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.**

**WHEREAS**, the City of Carnation (the “City”) is a Code City, located in King County, Washington, duly organized and existing pursuant to the laws of the State of Washington; and

**WHEREAS**, the City adopted Ordinances 780, 831, 849, 874, and 940 which formally adopted a number of building and construction codes with local revisions in 2021; and

**WHEREAS**, since the adoption of Ordinances 780, 831, 849, and 940, the State Building Code Council has mandated the adoption of new building and construction codes;

**WHEREAS**, it is recommended that Chapter 16.01 of the Carnation Municipal Code (SMC) be repealed and replaced with a new Chapter 16.01 that formally adopts these new building and construction codes with local revisions; and

**WHEREAS**, the City Council of the City of Carnation finds it to be in the public interest and the interest of public health, safety, and welfare to repeal CMC Section 16.01.050 and adopt a new SMC Section 16.01.050 that formally adopts the new International Fire Code mandated by State law with local revisions;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARNATION, WASHINGTON, DO ORDAIN AS FOLLOWS:**

**Section 1.** All ordinances or part of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

**Section 2.** Building, plumbing, mechanical, and fire suppression/detection permits which have been issued and applications determined to be complete at the time of adoption of this Ordinance will continue to be governed and administered according to the City of Carnation Code provisions in effect at the time of their issuance, except permits that have expired by limitation which are subject to the provisions and requirements of the newly adopted codes of the City of Carnation.

**Section 3.** Current CMC Chapter 16.01 is hereby repealed in its entirety and replaced by new CMC Chapter 16.01 as set forth in attached Exhibit A which is hereby incorporated herein by this reference as though fully contained herein.

**Section 4. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, phrase or word of this ordinance.

**Section 5. Authority to make necessary corrections.** The City Clerk and the codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener’s clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**Section 6. Effective date.** This Ordinance shall be in full force and effect five days after publication.

ADOPTED by the City Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF CARNATION

By \_\_\_\_\_  
Jim Ribail, Mayor

ATTEST:

By \_\_\_\_\_  
Lora Wilmes, City Clerk

APPROVED AS TO FORM:

By \_\_\_\_\_  
Emily Guildner, City Attorney

## EXHIBIT A

### Chapter 16.01 – Construction and Building Codes

#### **16.01.010 Construction Administrative Code adopted.**

The purpose of this section is to establish a single, consistent and uniform set of procedural requirements that will govern all of the technical codes adopted under Chapter 16.01 CMC. In order to maintain consistency with the format of these adopted codes, the headings and citations set forth in this section follow the technical code format rather than the standard Carnation Municipal Code format.

#### **SECTION 101 GENERAL**

**101.1 Title.** These regulations shall be known as the Construction Administrative Code of the City of Carnation, hereinafter referred to as "this code."

**101.2 Scope.** This code establishes the administrative, organizational and enforcement rules and regulations for the technical codes which regulate, inter alia, site preparation and construction, alteration, moving, demolition, repair, use and occupancy of buildings, structures and building service equipment within the corporate limits of the city. The provisions of this code shall apply to the administration of the current edition of the technical codes listed below, as adopted and amended by the State of Washington and as further amended pursuant to this chapter:

International Building Code — WAC 51-50

International Existing Building Code — WAC 51-50

International Residential Building Code — WAC 51-51

International Mechanical Code — WAC 51-52

International Fire Code — WAC 51-54

National Fuel Gas Code (NFPA 54) — WAC 51-52

Liquefied Petroleum Gas Code (NFPA 58) — WAC 51-52

International Fuel Gas Code — WAC 51-52

Uniform Plumbing Code — WAC 51-56

International Energy Conservation Code — WAC 51-11C & R

International Wildland-Urban Interface Code — WAC 51-55

International Swimming Pool and Spa Code – WAC 51-50

**Definitions.** For the purpose of this code, certain terms, phrases, words and their derivatives shall have the meanings set forth in this section. Where terms are not defined herein or by the relevant technical code at issue, they shall have their ordinary accepted meanings within the context with which they are used. Webster's Third International Dictionary of the English Language, Unabridged latest edition, shall be considered as providing ordinary accepted meanings. Unless the context clearly indicates a contrary intent, words used in the singular shall include the plural, and words used in the plural shall include the singular. Words used in the masculine gender shall include the feminine, and words used in the feminine gender shall include the masculine.

1. "Action" means a specific response complying fully with a specific request by this jurisdiction.
2. "Addition" means an extension or increase in floor area or height of a building or structure.
3. "Alter" or "alteration" means a change or modification of a building, structure or building service equipment.
4. "Approved" as to materials, types of construction, equipment and systems means and refers to approval by the Building Official as the result of investigation and tests conducted by the Building Official, or by reason of accepted principals or tests by recognized authorities, technical or scientific organizations.
5. "Approved agency" means an established and recognized agency that is regularly engaged in conducting tests, furnishing inspection services or furnishing product certification where such agency has been approved by the building official.
6. "Building" means any structure used or intended for supporting or sheltering any occupancy.
7. "Existing building" means a building erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued.
8. "Building Official" means the officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative.
9. "Building service equipment" means and refers to the plumbing, mechanical and electrical equipment, including piping, wiring, fixtures, and other accessories, which provide sanitation, lighting, heating, ventilation, cooling, refrigeration, firefighting and transportation facilities essential to the occupancy of the building or structure for its designated use.
10. "The City" or "this jurisdiction" means the City of Carnation.
11. "Complete response" means an adequate response to all requests from city staff in sufficient detail to allow an application to be processed.
12. "Energy code" means the International Energy Conservation Code promulgated by the Washington State Building Code Council, as adopted by this jurisdiction.

13. "Housing code" means the 1997 Uniform Housing Code promulgated by the International Council of Building Officials, as adopted by this jurisdiction.
14. "IBC" means the latest edition of the International Building Code promulgated by the International Code Council, as adopted by this jurisdiction.
15. "IEBC" means the latest edition of the International Existing Building Code promulgated by the International Code Council, as adopted by this jurisdiction.
16. "IFGC" means the latest edition of the International Fuel Gas Code promulgated by the International Code Council, as adopted by this jurisdiction.
17. "IMC" means the latest edition of the International Mechanical Code promulgated by the International Code Council, as adopted by this jurisdiction.
18. "IRC" means the latest edition of the International Residential Code for One- and Two-Family Dwellings promulgated by the International Code Council, as adopted by this jurisdiction.  
  
"NEC" means the latest edition of the National Electrical Code promulgated by NFPA.
20. "NFPA" mean the National Fire Protection Association.
21. "Occupancy" means the purpose for which a building, or part thereof, is used or intended to be used.
22. "Owner" means any person, agent, firm or corporation having a legal and/or equitable interest in the subject property.
23. "Permit" means an official document or certificate issued by the Building Official authorizing performance or specified activity.
24. "Shall", as used in this chapter, is mandatory.
25. "Structure" means that which is built or constructed
26. "Structural observation" means the visual observation of the structural system, for general conformance to the approved plans and specifications, at significant construction stages and at completion of the structural system. Structural observation does not include or waive the responsibility for the inspections required by the Building Code, IRC or any other provision of this chapter.
27. "UPC" means the latest edition of the Uniform Plumbing Code promulgated by the International Association of Plumbing and Mechanical Officials, as adopted by this jurisdiction.
28. "Valuation" or "value" as applied to a building or building service equipment, means and shall be the estimated cost to replace the building and its building service equipment in kind, based on current replacement costs. It shall also include the contractor's overhead and profit.

**101.2.1 Appendices.** Provisions in the appendices of the codes listed in Section 101.2 shall not apply unless specifically adopted by this chapter.

**101.3 Intent.** The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress, facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire, explosion and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations. PROVIDED, that this code is adopted and is to be enforced for the benefit of the health, safety and welfare of the general public, and not for the benefit of any particular person or class of persons. No provision of this code is intended to impose any duty upon the city or any of its officers, employees or agents which would subject them to damages in a civil action.

**101.4 Referenced codes.** The codes listed in Sections 101.4.1 through 101.4.7 and referenced elsewhere in this chapter shall be considered part of the requirements of this code to the prescribed extent of each such reference.

**101.4.1 International Building Code.** The provisions of the International Building Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

**Exceptions:**

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade in height with separate means of egress, and their accessory structures, shall comply with the International Residential Code.

**101.4.1.2 International Existing Building Code.** The provisions of the International Existing Building Code, as referenced by the State Building Code Council as Appendix M in the International Building Code and as published by the International Code Council, shall apply to the repair, alteration, change of occupancy and relocation of buildings legally existing on the date of adoption of this code.

**101.4.1.3 International Residential Code.** The provisions of the International Residential Code for One- and Two-Family Dwellings shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress, and their accessory structures.

**101.4.1.4 Mechanical Code.** The provisions of the International Mechanical Code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, and including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

**Exceptions:**

1. The International Fuel Gas Code shall apply for all installations utilizing natural gas and gaseous hydrogen except those regulated by the IRC and those utilizing Liquid Propane Gas (LPG).



2. The International Residential Code shall apply for all structures regulated by the IRC except LPG installations.
3. NFPA 54 shall apply for all Natural Gas installations.
4. NFPA 58 shall apply for all Liquid Propane Gas installations.

**101.4.1.5 Natural Gas.** The provisions of the International Fuel Gas Code shall apply to the installation of all materials and equipment utilizing natural gas except those regulated by the International Residential Code (NFPA 54).

**101.4.1.6 Liquid Propane Gas.** The provisions of the Liquid Petroleum Gas Code (NFPA 58) shall apply to the installation of all materials and equipment utilizing liquid propane gas.

**101.4.1.7 Fire Prevention.** Unless otherwise provided in this code, The International Fire Code shall apply. The provisions of the IFC shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, material or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

**101.4.1.8 Plumbing.** The provisions of the Uniform Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, where connected to a water or sewage system, and all aspects of a medical gas system.

**101.4.1.9 Energy.** The provisions of the International Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

**101.4.1.10 Electrical.** The provisions of the 2020 National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto. Within the City of Carnation, enforcement of the NEC shall fall under the jurisdiction of the State of Washington.

## **SECTION 102**

### **APPLICABILITY**

**102.1 General.** Where, in any specific case, different sections of this code and the standards adopted by reference hereunder specify different materials, methods of construction or other requirements, the most restrictive shall govern except that the hierarchy of the codes named in RCW 19.27 shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall apply.

**102.2 Other laws.** The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

**102.3 Application of references.** References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

**102.4 Referenced codes and standards.** The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

**102.5 Partial invalidity.** In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

**102.6 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, other codes referenced in this code, the International Fire Code, or as is deemed necessary by the Building Official or Fire Code Official for the general safety and welfare of the occupants and the public.

## **SECTION 103**

### **DEPARTMENT OF BUILDING SAFETY**

**103.1 Creation of enforcement agency.** There is established in the City the Building Department that shall be under the administration and operational control of the Building Official. The Building Official shall have the power and duties as set forth in this code and as set forth in the codes adopted by reference herein.

## **SECTION 104**

### **DUTIES AND POWERS OF BUILDING OFFICIAL**

**104.1 General.** The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

**Exception:** The Fire Code Official is authorized and directed to enforce, render interpretations, and adopt policies and procedures with respect to the provisions of the International Fire Code. With respect to the enforcement, interpretation and administration of the International Fire Code, all references to the Building Official in the Construction Administrative Code shall be construed as referring to the Fire Code Official.

**104.2 Applications and permits.** The Building Official shall receive applications, review construction documents and issue permits for the erection, alteration, demolition and moving of buildings, structures and building service equipment, inspect the premises for which such permits have been issued, and shall enforce compliance with the provisions of this code.

**104.3 Notices and orders.** The Building Official shall issue all necessary notices and orders to ensure compliance with this code.

**104.4 Inspections.** The Building Official shall make all of the required inspections, and/or shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such

expert opinion as deemed necessary to report upon unusual technical issues that arise, at the applicant's expense.

**104.5 Identification.** The Building Official or his/her designee shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

**104.6 Right of entry.** Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

**104.7 Department records.** The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the city's official records for the period required by state law.

**104.8 Liability.** The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties.

**104.9 Approved materials and equipment.** Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with the terms of such approval.

**104.9.1 Used materials and equipment.** The use of used materials and building service equipment is permitted when approved by the Building Official.

**104.10 Modifications.** Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that a special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. PROVIDED that nothing herein shall be construed to require the Building Official to grant any modification under any circumstances. The details of action granting modifications shall be recorded and entered in the files of the city. An additional fee shall apply for the Building Official's evaluation of any proposed modification under the provisions of this section.

**104.11 Alternative materials, design and methods of construction and equipment.** The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any

such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. An additional fee shall apply for the Building Official's evaluation of any proposed alternate material, design and or method of construction and equipment under the provisions of this section.

**104.11.1 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources, including but not necessarily limited to accreditation-testing laboratories for mechanical performance reports, fire-resistive assemblies and special inspection agencies.

**104.11.2 Tests.** Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the city. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency, including but not necessarily limited to the International Code Council, the American Society of Testing and Materials Underwriters Lab, or the American Concrete Institute. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

## **SECTION 105 PERMITS**

**105.1 Required.** Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

**105.2 Work exempt from permit.** Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

### **Building:**

1. Other than *storm shelters*, one-story detached accessory structures accessory to residential buildings constructed under the provisions of the IRC and used solely as tool and storage sheds, tree supported play structures, playhouse and similar uses, provided the floor area does not exceed 120 square feet (11.15 m<sup>2</sup>) and the structure is located in accordance with all land use regulations.
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.

4. Retaining walls which are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2 to 1.
6. Sidewalks and driveways associated with residential buildings constructed under the provisions of the IRC.
7. Decks not exceeding 200 square feet, associated platforms and steps accessory to residential buildings constructed under the provisions of the IRC which are not more than 30 inches (762 mm) above adjacent grade and not over any basement or story below.
8. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
9. Temporary motion picture, television and theater stage sets and scenery.
10. Fabricated swimming pools accessory to a One- and Two-Family Dwelling which are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
11. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
12. Swings, slides and other similar playground equipment.
13. Window awnings supported by an exterior wall of One- and Two-Family Dwellings and Group U occupancies which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
14. Non-fixed and movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
15. Satellite earth station antennas 6-1/2 feet (2 m) or less in diameter or diagonal dimensions in zones other than residential zones.
16. Satellite earth station antennas 3-1/4 feet (1m) or less in diameter in residential zones.
17. Video programming service antennas 3-1/4 feet (1 m) or less in diameter or diagonal dimension, regardless of zone.

**Gas:**

1. Portable heating appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

**Mechanical:**

1. Portable heating, cooking, or clothes drying appliances.

2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or render it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected.

**Plumbing:**

1. The stopping and/or repairing of leaks in drains, water, soil, waste or vent pipe provided, however, that should any concealed trap, drain pipe, water, soil, waste or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in this code.
2. The clearing of stoppages.
3. Reinstallation or replacement of prefabricated fixtures that do not involve or require the replacement or rearrangement of valves or pipes.

**105.2.1 Emergency repairs.** Where equipment replacements and equipment repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

**105.2.2 Public service agencies.** A permit shall not be required for the installation, alteration or repairs of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

**105.3 Application for permit.** To obtain a permit, the applicant shall first file a complete application, as defined by this jurisdiction, therefore in writing on a form furnished by the Building Department for that purpose. Such application shall:

1. Identify and describe the work to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 106.
5. State the valuation of the proposed work.

6. Be signed by the applicant, or the applicant's authorized agent.
7. Give such other data and information as required by the Building Official.

**105.3.1 Action on application.** The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application is incomplete or the construction documents or other submittal information does not conform to the requirements of pertinent laws, the Building Official may reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable.

**105.3.2 Time limitation of application.**

1. Applications for which no permit is issued within one year following the date of application shall expire by limitation and plans and other data submitted for review may thereafter be returned to the applicant or destroyed in accordance with state law by the Building Official. The Building Official may extend the time for action by the applicant for one period not exceeding 180 days.
2. Applications may be canceled for inactivity, if an applicant fails to respond to the department's written request for revisions, corrections, actions or additional information within 90 days of the date of request. The Building Official may extend the response period beyond 90 days if within the original 90 day time period the applicant provides and subsequently adheres to an approved schedule with specific target dates for submitting the full revisions, corrections or other information needed by the department.
3. The Building Official may extend the life of an application if any of the following conditions exist:
  - a. Compliance with the State Environmental Policy Act is in progress; or
  - b. Any other city review is in progress; provided the applicant has submitted a complete response to city requests or the Building Official determines that unique or unusual circumstances exist that warrant additional time for such response, and the Building Official determines that the review is proceeding in a timely manner toward final city decision; or
  - c. Litigation against the city or the applicant is in progress, the outcome of which may affect the validity or the provisions of any permit issued pursuant to such application.

**105.4 Validity of permit.** The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance or laws of this jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of this jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

**105.5 Expiration and Extension.**

1. Except as provided herein, every permit issued shall expire one year from the date of issuance. The Building Official is authorized to approve a request for an extended expiration date where a construction schedule is provided by the applicant and approved prior to permit issuance.
2. Every permit which has been expired for less than one year may be renewed for a period of one year from the expiration date for an additional fee as long as no changes have been made to the originally approved plans and new building codes have not been adopted. For permits that have been expired for longer than one year, a new permit must be obtained and full new fees paid. No permit shall be renewed more than once.
3. Mechanical and plumbing permits shall expire at the same time as the associated building permit except that if no associated building permit is issued, the mechanical and/or plumbing permit shall expire one year from the date of issuance.
4. The City may authorize an extension to the expiration date up to 30 days beyond the written date of notification with no additional fee when only the final building inspection is remaining and all other work has been approved. If work required under a final inspection is not completed within the 30 day extension period, the permit shall expire.

**105.6 Suspension or revocation.** The Building Official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or regulation or any of the provisions of this code.

**105.7 Placement of permit.** The building permit or copy thereof shall be kept on the site of the work until completion of the project.

## **SECTION 106**

### **FLOOR AND ROOF DESIGN LOADS**

**106.1 Live loads posted.** In commercial or industrial buildings, for each floor or portion thereof designed for live loads exceeding 50 psf, such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

**106.2 Issuance of certificate of occupancy.** A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

**106.3 Restrictions on loading.** It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

## **SECTION 107**

### **CONSTRUCTION DOCUMENTS**

**107.1 Submittal documents.** Construction documents, statement of special inspection, and other relevant data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by



the State of Washington. Where extraordinary conditions exist, the Building Official may require additional construction documents to be prepared by a registered design professional.

**Exception:** The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is unnecessary to obtain compliance with this code.

**107.2.1 Information on construction documents.** Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents may be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed in the proper orientation and layout as it is to be constructed, and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official.

**107.2.2 Fire protection system shop drawings.** Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 of the IBC. Shop drawings shall be prepared by a certified individual as required by the State of Washington.

**107.2.3 Means of egress.** The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, One- and Two-Family Dwellings as applicable in Section 101.2, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

**107.2.4 Exterior wall envelope.** Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

**Exception:** Subject to the approval of the Building Official, R-3, One- and Two-Family Dwellings, and U occupancies may be exempt from the detailing requirements of this section if the intent of this code is satisfied and no material detriment to health, safety or welfare results.

**107.2.5 Exterior balconies and elevated walking surfaces.** Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow, or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all the elements of the impervious moisture barrier system. The construction documents shall include the manufacturer's installation instructions.

**107.2.6 Site plan.** The construction documents submitted with the application for a permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, significant trees, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official may waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

**107.2.6.1 Design flood elevations.** Where design flood elevations are not specified, they shall be established in accordance with section 1612.3.1

**107.2.7 Structural information.** The construction documents shall provide the information specified in section 1603.

**107.2.8 Relocatable buildings.** The construction documents for relocatable buildings shall comply with section 3.

**107.3 Examination of documents.** The Building Official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

**Exception: Use of Consultants.** Whenever review of a building permit application requires retention of professional consulting services by the city, the applicant shall reimburse the city for the cost of such professional consulting services. This fee shall be in addition to the normal plan review and building permit fees. The city may require the applicant to deposit an amount estimated in the discretion of the Building Official to be sufficient to cover anticipated costs to retaining the professional consultant services and to ensure reimbursement for such costs.

**107.3.1 Approval of construction documents.** When the Building Official issues a permit, the construction documents shall be approved, in writing or by stamp, as "Approved, Subject to Field Inspection." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be available for inspection by the Building Official or a duly authorized representative.

**107.3.3 Phased approval.** The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

**107.3.4 Design professional in responsible charge.** When it is required that documents be prepared by a qualified registered design professional, the Building Official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in

responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Where structural observation is required by Section 1704 of the IBC, the statement of special inspections shall name the individual or firms who are to perform structural observation and describe the stages of construction at which structural observation is to occur (see also duties specified in Section 1704 of the IBC).

**107.3.4.1 Deferred submittals.** For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official within a specified period. Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official. Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance with the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been approved by the Building Official. The Building Official may charge an additional plan review fee to evaluate deferred submittals under the provisions of this section.

**107.4 Amended construction documents.** Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents. Substantial changes may require a new permit to be applied for and obtained as determined by the Building Official.

**107.5 Retention of construction documents.** One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from the date of completion of the permitted work, or as required by state or local laws.

## **SECTION 108**

### **TEMPORARY STRUCTURES AND USES**

**108.1 General.** The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

**108.2 Conformance.** Temporary structures and uses shall conform to the structural strength, fire safety, and means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to protect the public health, safety and general welfare.

**108.3 Temporary power.** The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the

temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

**108.4 Termination of approval.** The Building Official may terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued where necessary in the Building Official's discretion to prevent injury, damage or any other material threat to safety, health or the public welfare.

## **SECTION 109 FEES**

**109.1 Payment of fees.** A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be granted until the additional fee, if any, has been paid.

**109.2 Schedule of permit fees.** On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by resolution of the Carnation City Council.

**109.2.1 Plan Review Fees.** When submittal documents are required by Section 106 of this code, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. The Building Official may charge a deposit, in lieu of the full plan review fee if the full amount is not known at the time. Any plan review deposit shall be applied toward the total plan review fee owed. The actual permit fees and related plan review fee shall be determined upon completion of the plan review and the balance owing shall be paid at the time of permit issuance. The plan review fee shall be a separate fee from the permit fees specified in this section and is in addition to the permit fees. When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 106, an additional plan review fee may be charged.

**109.2.2 Registered Plans.** Registered plans may be provided for plan review for residential building permits within a specific formal subdivision, as follows. Sixty-five percent of the building permit fee as provided by resolution of the city council, based on the value of the building, plus current hourly rate as city council may establish by resolution for plan review required by changes, additions or revisions to plans, shall be charged for the initial registered plan. Thirty-five percent of the building permit fee as provided by resolution of the city council, plus current hourly rate as city council may establish by resolution for plan review of modifications to registered plan, shall be charged for review of subsequent plans which conform to an approved registered plan. A site plan review shall be required for each individual building permit and the full building permit fee shall also be charged. For purposes of this subsection, "registered plans" means a complete set of construction drawings for a single-family residence which, when approved by the building official, is registered and may be used as the construction drawings in subsequent basic residential permit applications for residential structures located within the same subdivision.

**109.3 Building permit valuations.** The applicant for a permit shall provide an estimated permit value at time of application. The determination of value or valuation under any of the provisions of this code shall be made by the Building Official. The latest edition of the ICC "Building Valuation Data" publication shall be used to determine building valuations for the various

building types and occupancies noted in that table. Regional modifiers shall not be applicable. When a specific building type or occupancy is not noted in the valuation table, the Building Official is authorized to use any of the classification types noted in the table that most closely resembles the proposed type of building, or determine a valuation type independently.

**109.4 Work commencing before permit issuance.** Any person who commences any work on a building, structure, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a special investigation fee that shall be in addition to the required permit fees.

**109.5 Related fees.** The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of any other fees that are prescribed by law.

**109.6 Refunds.** The Building Official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code. The Building Official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done. The Building Official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of application.

## **SECTION 110 INSPECTIONS**

**110.1 General.** Construction or work for which a permit is required shall be subject to inspection by the Building Official, and such construction or work shall remain visible and able to be accessed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of this jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of this jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain visible and able to be accessed for inspection purposes. Neither the Building Official nor this jurisdiction shall be liable for expense entailed in the removal or replacement of any material necessary to allow inspection.

**110.2 Preliminary inspections.** Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

**110.2.1 Manufacturer's installation instructions.** Manufacturer's installation instructions, as required by this code, shall be available on the job site at the time of inspection.

**110.3 Required inspections.** The Building Official, upon notification, shall make the inspections set forth in Sections 110.3.1 through 110.3.11

**110.3.1 Footing and foundation inspection.** Footing and foundation inspections shall be made after poles or piers are set or trenches or basement areas are excavated and all required hold-down anchor bolts, hold down straps, any forms erected, and any required reinforcing steel is in

place and supported. Materials for the foundation shall be on the job, except that where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

**110.3.2 Concrete slab and under-floor inspection.** Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, slab insulation, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

**110.3.3 Lowest floor elevation.** In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in IBC Section 1612.5 or IRC Section R324 shall be submitted to the Building Official. FEMA Flood elevation certificates shall contain an original stamp and signature of the Surveyor, licensed by the State of Washington and shall document the elevation of the lowest floor, including basement, and other information required by the flood elevation certificate.

**110.3.3.1 Exterior wall sheathing inspection.** Exterior wall sheathing shall be inspected after all wall framing is complete and strapping and nailing is properly installed, but prior to being covered.

**110.3.3.2 Roof sheathing inspection.** The roof sheathing shall be inspected after all roof framing is complete. No roof coverings shall be installed until inspections are made and approved.

**110.3.3.3 IMC/UPC/IFGC/NEC rough in inspection.** Rough in mechanical, gas piping, plumbing and electrical shall be inspected when the rough in work is complete and if required, under test. No connections to primary utilities shall be made until the rough in work is inspected and approved.

**110.3.4 Frame inspection.** Framing inspections shall be made after the roof deck, wall sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, fire suppression piping, heating wires, pipes and ducts are approved and the building is substantially dried in.

**110.3.4.1 Flashing and exterior weather barrier inspection.** Flashing and exterior weather barrier inspections shall be made after flashing and weather barrier materials have been installed, but prior to any of the work being covered.

**110.3.5 Lath inspection and gypsum board inspection.** Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

**110.3.6 Weather-exposed balcony and walking surface water proofing.** Where balconies or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious moisture barrier system shall not be concealed until inspected and approved.

**Special inspections.** shall be provided in accordance with IBC Section 1705.

**110.3.7 Fire-resistant penetrations.** Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

**110.3.8 Energy efficiency inspection.**

#### **110.3.8.1 Envelope.**

1. Wall Insulation Inspection: To be made after all wall insulation and air vapor retarded sheet or film materials are in place, but before any wall covering is placed.
  2. Glazing Inspection: To be made after glazing materials are installed in the building.
  3. Exterior Roofing Insulation: To be made after the installation of the roof insulation, but before concealment.
  4. Slab/Floor Insulation: To be made after the installation of the slab/floor insulation, but before concealment.
1. Wall Insulation Inspection: To be made after all wall insulation and air vapor retarded sheet or film materials are in place, but before any wall covering is placed.
  2. Glazing Inspection: To be made after glazing materials are installed in the building.
  3. Exterior Roofing Insulation: To be made after the installation of the roof insulation, but before concealment.
  4. Slab/Floor Insulation: To be made after the installation of the slab/floor insulation, but before concealment.

#### **110.3.8.2 Mechanical.**

1. Mechanical Equipment Efficiency and Economizer: To be made after all equipment and controls required by this code are installed and prior to the concealment of such equipment or controls.
2. Mechanical Pipe and Duct Insulation: To be made after all pipe, fire suppression piping and duct insulation are in place, but before concealment.

#### **110.3.8.3 Lighting and Motors.**

1. Lighting Equipment and Controls: To be made after the installation of all lighting equipment and controls required by this code, but before concealment of the lighting equipment.
2. Motor Inspections: To be made after installation of all equipment covered by this code, but before concealment.

**110.3.9 Other Inspection.** In addition to the inspections specified in Sections 110.3.1 through 110.3.8, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

**110.3.10 Special inspections.** In addition to the inspections noted above, the Building Official is authorized to require special inspections for any type of work related to the technical codes by an approved agency at no cost to this jurisdiction.

**110.3.11 Final inspection.** The final inspection shall be made after all work required by the building permit is completed.

**110.4 Inspection agencies.** The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy applicable requirements as to qualifications and reliability.

**110.5 Inspection requests.** It shall be the duty of the holder of a building permit or his/her duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

**110.5.1 Re-inspection.** The Building Official may require a structure or portions of work to be re-inspected. A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which the inspection was requested is not complete; or when previous corrections called for are not made, or when the approved plans and permit are not on site, or when the building is not accessible. In instances where reinspection fees have been assessed, no additional inspection of the work shall be provided by the city until the required fees are paid.

**110.6 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his/her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

## **SECTION 111 CERTIFICATE OF OCCUPANCY**

**111.1 Use and occupancy.** No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of this jurisdiction.

### **Exception:**

1. Work exempt from permits per section 105.2.

**111.2 Certificate issued.** After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the Building Department, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.



6. The name of the Building Official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of the IBC Chapter 3.
9. The type of construction as defined in IBC Chapter 6.
10. The design occupant load.
11. Whether an automatic sprinkler system is provided, and whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

**Exception:** Structures approved under the International Residential Code may be issued a certificate of occupancy in the form of a signed-off permit inspection card.

**111.3 Temporary or phased occupancy.** The Building Official is authorized to issue a temporary or phased certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official is authorized to require in addition to the completion of life safety building components, any or all accessibility components. The Building Official shall set a time period during which the temporary or phased certificate of occupancy is valid. The Building Official is authorized to require that a performance bond be posted with the city in an amount equal to 150% of the incomplete work as determined by the design professional. The bond shall be refundable upon inspection, final approval and a request in writing for the refund. It shall be the duty of the applicant to request the refund.

**111.4 Revocation.** The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

## **SECTION 112**

### **SERVICE UTILITIES**

**112.1 Connection of service utilities.** No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until authorized by the Building Official.

**112.2 Temporary connection.** The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

**112.3 Authority to disconnect service utilities.** The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the codes referenced in case of emergency where necessary to eliminate an immediate hazard to life or property, or when such utility connection has been made without the required approval. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to

taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

### **SECTION 113 (Reserved)**

### **SECTION 114 VIOLATIONS**

**114.1 Unlawful acts.** It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, specifically including but not limited to all technical codes adopted under this chapter, or cause same to be done, in conflict with or in violation of any of the provisions of this code or any notice or order issued hereunder.

**114.2 Notice of violation.** The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

**114.3 Prosecution of violation.** If the notice of violation is not complied with in the time prescribed by such notice, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

**114.4 Violation penalties.** Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed pursuant to CMC 16.01.160. Penalties shall begin to accrue upon the date of any notice of violation issued under this section.

### **SECTION 115 STOP WORK ORDER**

**115.1 Authority.** Whenever the Building Official finds any work being performed in a manner either contrary to the provisions of this code or other pertinent laws or ordinances that are violated during the course of work authorized by the building permit, the Building Official is authorized to issue a stop work order.

**115.2 Issuance.** The stop work order shall be in writing and shall be given to the owner of the property involved, or to the owner's agent, or to the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order, and the conditions under which the cited work will be permitted to resume.

**115.2.1 Investigation Fee.** Without prejudice to any other penalty or remedy, the Building Official is authorized to assess a special investigation fee for the issuance of a stop work order when work has started without the issuance of a permit.

**115.3 Unlawful continuance.** Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as provided under this code.

## **SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT**

**116.1 General.** Structures or existing equipment that are or hereafter become unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in the 1997 edition of the Uniform Code for The Abatement of Dangerous Buildings or the 1997 edition of the Uniform Housing Code. A vacant structure that is not secured against entry shall be deemed unsafe.

## **SECTION 117 APPEALS**

**117.1 Hearing Examiner to Hear Appeals.** In order to hear and decide appeals of orders, notices, decisions or determinations made by the Building Official, the City of Carnation Hearing Examiner is hereby designated as the appellate body for all such appeals.

**117.2 Waiver.** Failure to timely appeal any order, notice, decision or determination of the Building Official issued under this code shall conclusively waive any and all rights to challenge such order, notice, decision or determination.

**117.3 Limitations of Authority.** An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The Hearing Examiner shall have no authority to waive the requirements of this code, specifically including but not limited to the technical codes adopted hereunder.

**117.4 Appeal Procedure.** Any appeals under this section shall be brought before the Hearing Examiner pursuant to the procedures set forth in Chapter 15.11 CMC.

End of Construction Administration Code

### **16.01.020 International Building Code adopted.**

The current edition of the International Building Code, as adopted by the State Building Code Council in Chapter 51-50 WAC, as published by the International Code Council, but excluding Chapter 1 "Administration," is adopted, together with the following amendments.

- A. Amend Chapter 11 "Accessibility" to also include ICC A117.1-2009 and Appendix E, pursuant to Chapters 70.92 and 19.27 RCW.
- B. Amend Section 1608.1 "General" to read as follows: "Design snow loads shall not be less than 25 psf, and the design roof loads shall not be less than that determined by Section 1607."

- C. Appendix Chapters E ("Supplementary Accessibility Requirements") and Chapter H ("Signs") are adopted in their entirety.
- D. Appendix Chapter J (Grading) is adopted as amended: The term "city engineer" shall be substituted throughout for the term "building official."

**16.01.030 International Residential Code adopted.**

The current edition of the International Residential Code, as adopted by the State Building Code Council in Chapter 51-51 WAC, as published by the International Code Council, but excluding Chapter 1 "Administration" is adopted, together with Appendix Chapter G "Swimming Pools, Spas and Hot Tubs," and with the following amendments.

- 1. International Residential Code Table R301.2.1 Climatic and Geographic Design Criteria, as adopted by this chapter, is amended to add a new sub note "m" to read as follows:
  - m. The climatic and geographic design criteria for the 2018 IRC table 301.2.1 shall be as follows:

Ground snow load	25#
Wind Speed	85 mph
Seismic design	D-1
Weathering	moderate
Frost line depth	12"
Termite	slight to moderate
Winter design temp	26 degrees F
Ice Shield	none
Flood Hazards	CMC 15.64
Air freezing index	174
Mean annual temperature	51.2 degrees F

**16.01.040 International Mechanical Code adopted.**

The current edition of the International Mechanical Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, but excluding Chapter 1 "Administration" is adopted.

**16.01.050 – International Fire Code adopted.**

The 2021 current edition of the International Fire Code, as adopted by the State Building Code Council in Chapter 51-54A-003 WAC, as published by the International Code Council, is adopted together with the following amendments. Further, the following Appendix chapters are specifically adopted: Appendix Chapter B ("Fire Flow Requirements for Buildings"), Appendix Chapter C ("Fire Hydrant Locations and Distribution"), and Appendix D ("Fire Apparatus Access Roads"). In the event of any conflict between any provision of the IFC and this chapter, the provisions of this chapter shall apply. New sections or subsections

shall be deemed deleted from the IFC and the amended provisions inserted in their place in accordance with the direction of this chapter.

**IFC Section 102 amended.** Section 102.7 of the 2021 International Fire Code is amended to read as follows:

102.7. Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80. Such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference as determined or modified by the Fire Code Official. Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply. When allowed by the fire code official, editions of standards not herein after referenced may be utilized provided the entire standard is utilized.

**IFC Section 104.1 amended.** Section 104.1 of the 2021 International Fire Code is amended by the addition of a new Section 104.1.1 to read as follows:

104.1.1. If the Fire Department of the City of Carnation ever consolidates its Fire Department with any other fire department, the Fire Code Official of the consolidated fire department shall be authorized to administer this code. Such authority shall become effective immediately upon consolidation and shall terminate immediately upon dissolution of the consolidated fire department. Such authority shall be subject to review and approval by the City Manager of the City of Carnation.

**IFC Section 104.5 amended.** Section 104.5 of the 2021 International Fire Code is amended to read as follows:

104.5 Notices and orders. The Fire Code Official is authorized to issue such notices or orders as are required to affect compliance with this code in accordance with the Construction Administrative Code.

**IFC Section 104.11.1 amended.** Section 104.10.1 of the 2021 International Fire Code is amended to read as follows:

104.11.1 Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires or the enforcement of this code as requested by the Fire Code Official.

**IFC Section 104.12.2 amended.** Section 104.12.2 of the 2021 International Fire Code is amended to read as follows:

104.12.2 Obstructing operations. No person shall obstruct the operations of the fire department in connection with extinguishment, control or investigation of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire chief or officer of the fire department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department.

**IFC Section 105.6 amended.** Section 105.6 of the 2021 International Fire Code is amended with added subsection to read as follows:

105.6.30 Mobile food preparation vehicles. A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors or utilize LP-gas systems or CNG systems.

Valid operational permits issued by any King County Fire Agency are recognized provided that the vehicle and appliances are maintained in accordance with conditions of the permit.

**IFC Section 109 amended.** Section 109.6 of the 2021 International Fire Code is amended to read as follows:

109.6 Overcrowding. Overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof shall not be allowed. The Fire Code Official, upon finding any overcrowding conditions or obstructions in aisles, passageways or other means of egress, or upon finding any condition which constitutes a life safety hazard, shall be authorized to direct actions be taken to reduce the overcrowding or to cause the event to be stopped until such condition or obstruction is corrected.

**IFC Section 111 amended.** Section 111 of the 2021 International Fire Code is amended to read as follows, including the deletion of Subsection 111.3 and 111.4 entitled "Qualifications" and "Administration" in its entirety:

111.1 Appeals. The City of Carnation hearing examiner shall hear and make decisions of appeals of orders, decisions or determinations made by the Fire Code Official relative to the application and interpretations of this code.

111.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted hereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The hearing examiner shall have no authority to waive requirements of this code.

**IFC Section 307 amended.** Section 307 of the 2021 International Fire Code is amended to read as follows:

Section 307 Open Burning, and Recreational fires and Portable outdoor fireplaces.

307.1 General. A person shall not kindle or maintain or authorize to be kindled or maintained any fire unless conducted in accordance with Sections 307.1.1. through 307.7.1

307.1.1 Prohibited open burning. Open burning shall be prohibited at all times in compliance with a permanent ban on open burning established by the Puget Sound Clean Air Agency in September of 1992.

Exceptions:

Bonfires

Recreational Fires

## Portable outdoor fireplaces

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with Section 105.6 prior to conducting open burning. Application for such approval shall only be presented by and permit issued to the owner of the land upon which the open burning is to be conducted.

A permit is not required for a BBQ.

307.3. Bans on fires due to air quality or fire danger. If the Puget Sound Clean Air Agency issues a burn ban due to air quality, or if a fire safety burn ban is issued by the Eastside Fire Marshal or King County Fire Marshal all fires are prohibited. It is the responsibility of the property owner where the fire is to be conducted to ensure no such ban exists prior to starting any fire.

307.3 Extinguishment authority. When any fire creates or adds to a hazardous situation, or a required permit has not been obtained, the fire code official is authorized to order the extinguishment of the fire.

307.4 Location. The location for fires shall be as follows:

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm) of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions which could cause a fire to spread within 50 feet (15 240 mm) of a structure shall be eliminated prior to ignition.

307.4.2 Recreational fires. Recreational fires shall not be conducted within 25 feet (7620 mm) of a structure or combustible material. Conditions which could cause a fire to spread within 25 feet (7620 mm) of a structure shall be eliminated prior to ignition. See also Chapter 173-425 WAC

307.4.3 Portable outdoor fireplaces. Portable outdoor fireplaces shall be used in accordance with the manufacturer's instructions and shall not be operated within 15 feet (3048 mm) of a structure or combustible material.

307.5 Attendance. Bonfires, recreational fires and use of portable outdoor fireplaces shall be constantly attended until the fire is extinguished. A minimum of one portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water barrel, garden hose or water truck, shall be available for immediate utilization.

IFC Section 308.1 of the 2021 International Fire Code is hereby amended by the addition of new subsections 308.1.4.1 and 308.4.4.2 to read as follows:

Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies, decks or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One-and-two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas containers with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

308.1.4.1 LPG containers. Portable outdoor barbecues used on occupied roofs of Group R-1 and R-2 occupancies shall be limited to portable outdoor barbecues designed for use with LPG containers with a maximum capacity of 16.4 ounces (0.465 kg).

308.1.4.2 Cleaning. Portable outdoor barbecues shall be periodically cleaned by removing grease or fat accumulations from grills and in trays below the grill.

**IFC Section 401 of the 2021 International Fire Code is hereby amended** by the addition of new subsections 401.9 and 401.10 to read as follows:

401.9 Evacuation required. In the event of activation of a fire, emergency alarm, or at the direction the Fire Chief or Fire Code Official, occupants of the building or portion of the building in which the alarm is activated shall make a safe and orderly evacuation out of the building, or as provided in the building's fire safety and evacuation or high-rise emergency operations plan.

Exceptions:

- 1) Where the occupant's physical or other disability make the occupant unable to evacuate without assistance and no assistance is immediately available; or
- 2) Where the presence of smoke, fire, structural collapse or other hazard or obstruction in the occupant's means of egress make evacuation unsafe.

401.10 Silence or resetting a commercial fire alarm system. It shall be unlawful for any person to silence or reset a commercial fire alarm system without the approval of the Fire Chief or Fire Code Official

**IFC Section 503 amended.** Sections 503 of the 2021 International Fire Code are amended to read as follows:

Section 503 of the IFC and Appendix D are adopted to apply to those roads to which City street standards under WAC 51-54A-0503 do not currently apply, with amendments to the following two subsections of Section 503 to read as follows:

503.2.1 Dimensions. Fire apparatus access roads, other than those governed above, shall have an unobstructed width of not less than 20 feet (6096 mm), except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm). Emergency vehicle access roads shall be constructed in accordance with the City of Carnation municipal code and standards.



503.2.7 Grade. The grade of fire apparatus access roads shall be no more than 12 percent. Access roads may be permitted to exceed 12 percent, with approval of Fire Code Official, providing all buildings are provided with approved fire sprinkler systems.

### **503.3 Marking.**

A. Fire lanes. The Fire Code Official shall establish and designate fire lanes in conformance with the following requirements:

1. All designated fire lanes shall be clearly marked by the property owner in the following manner: Vertical curbs shall be painted 6 inches in height and shall be painted red on the top and side, extending the length of the designated fire lane with 4-inch white block lettering stenciled on the face "NO PARKING — FIRE LANE". The stenciling shall be spaced every 50 feet. Rolled curbs or surfaces without curbs shall have a red 6-inch-wide stripe painted extending the length of the designated fire lane with 4-inch white block lettering stenciled on the stripe "NO PARKING — FIRE LANE." The stenciling shall be spaced every 50 feet.

2. Signs may be substituted for curb painting when approved in writing by the Fire Code Official.

3. Signs shall not be less than 18 inches in height by 12 inches in width, with block lettering of not less than 3-inch-high brush stroke, reading: "NO PARKING — FIRE LANE." Such signs shall be reflective in nature, with red lettering on a white background, and be spaced at intervals of not less than 50 feet apart. The top of such signs shall not be less than 4 feet nor more than 6 feet from the ground. Signs may be placed on buildings when approved in writing by the Fire Code Official. When posts are required, they shall be constructed of either 2-inch or greater galvanized steel, or 4-inch by 4-inch or greater pressure treated wood.

4. The Fire Code Official may approve deviations from any of the specifications when practical difficulties exist. Requests for deviations must be in writing and shall state the reasons therefore and shall be maintained on file in the fire department's records.

5. Existing signs may be allowed to remain until the Fire Code Official determines that a need for replacement exists based on the illegibility or other deterioration of the existing signs. Such replacement shall occur within 30 days of receiving written notification of the deficiency.

6. Fire lane markings shall be established and maintained as often as required by the Fire Code Official to clearly identify the designated area

as a fire lane, at the sole expense of the property owner. The property owner shall have completed the required establishment or maintenance of fire lanes within 30 days of receiving written notification that such is necessary.

7. At the entrance to the property where fire lanes have been designated, signs shall be posted in a clearly conspicuous location, and shall clearly state that vehicles parked in fire lanes may be impounded, and the name, telephone number, and address of the towing firm where the vehicle may be redeemed.

8. The owner, manager, or person in charge of any property upon which any designated fire lane has been established shall be responsible to prevent the parking of vehicles in such fire lanes by informing the appropriate towing company of the violation. If the lane is blocked by any other obstructions, the owner, manager, or person in charge of the property shall attempt to remove the obstruction, and, if unable, shall inform the Fire Department that the obstruction exists.

9. All criminal violations of the International Fire Code and obstruction of a fire apparatus road may be enforced by any regular or reserve police officer of the Police Department.

10. The Fire Code Official shall have the authority to issue notices of violation for violations of the International Fire Code on forms provided by the City for such purposes.

11. Any vehicle or object obstructing a designated fire lane is hereby declared to be an immediate hazard to the public safety, and may be impounded without notice to the owner pursuant to Chapter 46.55 RCW.

#### B. Fire Lanes Penalties.

1. Any person who fails to mark or maintain the marking of or tampers with the marking of a designated fire lane or sign as required by this section, or willfully obstructs or allows the obstruction of a designated fire lane or sign is guilty of a misdemeanor, and shall be subject to a fine not to exceed \$1,000 and/or imprisonment not to exceed 90 days.

2. Except when in compliance with the law or at the direction of a police or fire officer, no person shall stop, stand, or park a vehicle in a red or yellow area designated "Fire Lane." Violation of this subsection is an infraction and shall be punished by a fine not to exceed \$250.00.

3. Except when in compliance with the law or at the direction of a police or fire officer, no person shall park a vehicle within fifteen feet (15') of a fire hydrant located on public or private property. For the purposes of this section, fire hydrants on private property shall be subject to RCW 46.61.570(1)(b)(ii).

**IFC Section 510 amended.** Section 510 of the 2021 International Fire Code is amended to read as follows:

510.1 Emergency responder radio coverage in new buildings. Approved radio coverage for emergency responders shall be provided within buildings that meet any one of the following conditions:

1. High rise buildings;
2. The total building area is 50,000 square feet or more;
3. The total basement area is 10,000 square feet or more; or
4. There are floors used for human occupancy more than 30 feet below the finished floor of the lowest level of exit discharge.
5. Buildings or structures where the Fire or Police Chief determines that in-building radio coverage is critical because of its unique design, location, use or occupancy.

The radio coverage system shall be installed in accordance with Sections 510.4 through 510.5.5 of this code and with the provisions of NFPA 1221 (2019). This section shall not require improvement of the existing public safety communication systems.

#### Point of Information

When determining if the minimum signal strength referenced 510.4.1.1 exists at a subject building, the signal strength shall be measured at any point on the exterior of the building up to the highest point on the roof.

#### Exceptions:

1. Buildings and areas of buildings that have minimum radio coverage signal strength levels of the King County Regional 800 MHz Radio System within the building in accordance with Section 510.4.1 without the use of a radio coverage system.
2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of that facility, the fire code official shall have the authority to accept an automatically activated emergency responder radio coverage system.
  1. One- and two-family dwellings and townhouses.
  2. Subject to the approval of the fire code official, buildings other than high-rise buildings, colleges, universities and buildings primarily occupied by Group E or I occupancies that have completed a Mobile Emergency Responder Radio Coverage application and submitted payment as outlined in the application.

510.1.1 Occupancy. It shall be unlawful to occupy any portion of a building or structure until Emergency Responder Radio Coverage have been tested and approved in accordance with the provisions of Section 510.

510.2 Emergency responder radio coverage in existing buildings. Existing buildings shall have approved radio coverage for emergency responders as required in Chapter 11.

510.3 Permit required. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in Section 105.7.6. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

#### Point of Information

2023 PSERN will be the single operator of a county wide system.

In order to be forward compatible, designers and contractors should be aware of PSERN's requirements for Distributed Antenna Systems which can be found via <https://psern.org/requirements/>

510.4 Technical requirements. Systems, components and equipment required to provide the emergency responder radio coverage system shall comply with Sections 510.4.1 through 510.4.2.8.

510.4.1 Emergency responder communication enhancement system signal strength. The building shall be considered to have acceptable emergency responder communications enhancement system coverage when signal strength measurements in 95 percent of all areas on each floor of the building meet the signal strength requirements in Sections 510.4.1.1 through 510.4.1.3.

Exception: Critical areas, such as the fire command center(s), the fire pump room(s), interior exit stairways, exit passageways, elevator lobbies, standpipe cabinets, sprinkler sectional valve locations, and other areas required by the fire code official, shall be provided with 99 percent floor area radio coverage.

510.4.1.1 Minimum signal strength into the building. The minimum inbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The inbound signal level shall be a minimum of -95dBm in 95% of the coverage area and 99% in critical areas and sufficient to provide not less than a Delivered Audio Quality (DAQ) of 3.0 or an equivalent Signal-to-Interference-Plus-Noise Ratio (SINR) applicable to the technology for either analog or digital signals.

510.4.1.2 Minimum signal strength out of the building. The minimum outbound signal strength shall be sufficient to provide usable voice communications throughout the coverage area as specified by the fire code official. The outbound signal level shall be sufficient to provide not less than a DAQ of 3.0 or an equivalent SINR applicable to the technology for either analog or digital signals. A minimum signal strength of -95 dBm shall be received by the King County Regional 800 MHz Radio System when transmitted from within the building.

510.4.1.3 System performance. Signal strength shall be sufficient to meet the requirements of the applications being utilized by public safety for emergency operations through the coverage area as specified by the Public Safety Radio System Operator in Section 510.4.2.2.

510.4.2 System design. The emergency responder radio coverage system shall be designed in accordance with Sections 510.4.2.1 through 510.4.2.8 and NFPA 1221 (2019).

510.4.2.1 Amplification systems and components. Buildings and structures that cannot support the required level of radio coverage shall be equipped with systems and components to enhance the public safety radio signals and achieve the required level of radio coverage specified in Sections 510.4.1 through 510.4.1.3. Public safety communications enhancement systems utilizing radio-frequency-emitting devices and cabling shall be allowed by the Public Safety Radio System Operator. Prior to installation, all RF-emitting devices shall have the certification of the radio licensing authority and be suitable for public safety use.

510.4.2.2 Technical criteria. The Public Safety Radio System Operator shall provide the various frequencies required, the location of radio sites, the effective radiated power of radio sites, the maximum propagation delay in microseconds, the applications being used and other supporting technical information necessary for system design upon request by the building owner or owner's representative.

510.4.2.3 Power supply sources. Emergency responder radio coverage systems shall be provided with dedicated standby batteries or provided with 2-hour standby batteries and connected to the facility generator power system in accordance with Section 1203. The standby power supply shall be capable of operating the emergency responder radio coverage system at 100-percent system capacity for a duration of not less than 12 hours.

510.4.2.4 Signal booster requirements. If used, signal boosters shall meet the following requirements:

1. All signal booster components shall be contained in a National Electrical Manufacturer's Association (NEMA) 4, IP66-type waterproof cabinet or equivalent.

Exception: Listed battery systems that are contained in integrated battery cabinets.

2. Battery systems used for the emergency power source shall be contained in a NEMA 3R or higher-rated cabinet, IP65-type waterproof cabinet or equivalent.

3. Equipment shall have FCC or other radio licensing authority certification and be suitable for public safety use prior to installation.
4. Where a donor antenna exists, isolation shall be maintained between the donor antenna and all inside antennas to not less than 20dB greater than the system gain under all operating conditions.
5. Bi-Directional Amplifiers (BDAs) used in emergency responder radio coverage systems shall be fitted with anti-oscillation circuitry and per-channel AGC.
6. The installation of amplification systems or systems that operate on or provide the means to cause interference on any emergency responder radio coverage networks shall be coordinated and approved by the Public Safety Radio System Operator.
7. Unless otherwise approved by the Public Safety Radio System Operator, only channelized signal boosters shall be permitted.

Exception: Broadband BDA's may be utilized when specifically authorized in writing by the Public Safety Radio System Operator.

Point of Information BDA's must also comply with PSERN's ([www.psern.org/requirements](http://www.psern.org/requirements)) detailed requirements, which include channelized, minimum of 28 channels, supporting analog, P25 Phase I (FDMA), and P25 Phase II (TDMA).

510.4.2.5 System monitoring. The emergency responder radio enhancement system shall include automatic supervisory and trouble signals that are monitored by a supervisory service and are annunciated by the fire alarm system in accordance with NFPA 72. The following conditions shall be separately annunciated by the fire alarm system, or, if the status of each of the following conditions is individually displayed on a dedicated panel on the radio enhancement system, a single automatic supervisory signal may be annunciated on the fire alarm system indicating deficiencies of the radio enhancement system:

1. Loss of normal AC power supply.
2. System battery charger(s) failure.
3. Malfunction of the donor antenna(s).
4. Failure of active RF-emitting device(s).
5. Low-battery capacity at 70-percent reduction of operating capacity.
6. Active system component malfunction.

7. Malfunction of the communications link between the fire alarm system and the emergency responder radio enhancement system.

510.4.2.6 Additional frequencies and change of frequencies. The emergency responder radio coverage system shall be capable of modification or expansion in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC or other radio licensing authority.

510.4.2.7 Design documents. The fire code official shall have the authority to require "as-built" design documents and specifications for emergency responder communications coverage systems. The documents shall be in a format acceptable to the fire code official.

510.4.2.8 Radio communication antenna density. Systems shall be engineered to minimize the near-far effect. Radio enhancement system designs shall include sufficient antenna density to address reduced gain conditions.

Exceptions:

1. Class A narrow band signal booster devices with independent AGC/ALC circuits per channel.

2. Systems where all portable devices within the same band use active power control

510.5 Installation requirements. The installation of the public safety radio coverage system shall be in accordance with NFPA 1221 (2019) and Sections 510.5.1 through 510.5.7.

510.5.1 Approval prior to installation. Amplification systems capable of operating on frequencies licensed to any public safety agency by the FCC or other radio licensing authority shall not be installed without prior coordination and approval of the Public Safety Radio System Operator.

510.5.2 Minimum qualifications of personnel. The minimum qualifications of the system designer and lead installation personnel shall include both of the following:

1. A valid FCC-issued general radio operators license.

2. Certification of in-building system training issued by an approved organization or approved school, or a certificate issued by the manufacturer of the equipment being installed.

510.5.3 Acceptance test procedure. Where an emergency responder radio coverage system is required, and upon completion of installation, the building owner shall have the radio system tested to verify that two-way coverage on

each floor of the building is in accordance with Section 510.4.1. The test procedure shall be conducted as follows:

1. Each floor of the building shall be divided into a grid of 20 approximately equal test areas, with a maximum test area size of 6,400 square feet. Where the floor area exceeds 128,000 square feet, the floor shall be divided into as many approximately equal test areas as needed, such that no test area exceeds the maximum square footage allowed for a test area.
2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for each of the test grids. A diagram of this testing shall be created for each floor where coverage is provided, indicating the testing grid used for the test in Section 510.5.3(1), and including signal strengths and frequencies for each test area. Indicate all critical areas.
3. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets shall be tested and recorded in the grid square diagram required by section 510.5.3(2): each grid square on each floor; between each critical area and a radio outside the building; between each critical area and the fire command center or fire alarm control panel; between each landing in each stairwell and the fire command center or fire alarm control panel.
4. Failure of more than 5% of the test areas on any floor shall result in failure of the test.  
  
Exception: Critical areas shall be provided with 99 percent floor area coverage.
5. In the event that two of the test areas fail the test, in order to be more statistically accurate, the floor shall be permitted to be divided into 40 equal test areas. Failure of not more than two nonadjacent test areas shall not result in failure of the test. If the system fails the 40-area test, the system shall be altered to meet the 95-percent coverage requirement.
6. A test location approximately in the center of each test area shall be selected for the test, with the radio enabled to verify two-way communications to and from the outside of the building through the public agency's radio communications system. Once the test location has been selected, that location shall represent the entire test area. Failure in the selected test location shall be considered to be a failure of that test area. Additional test locations shall not be permitted.
7. The gain values of all amplifiers shall be measured, and the test measurement results shall be kept on file with the building owner so that the measurements can be verified during annual tests. In the event that the measurement results



become lost, the building owner shall be required to rerun the acceptance test to reestablish the gain values.

8. As part of the installation, a spectrum analyzer or other suitable test equipment shall be utilized to ensure spurious oscillations are not being generated by the subject signal booster. This test shall be conducted at the time of installation and at subsequent annual inspections.

9. Systems incorporating Class B signal booster devices or Class B broadband fiber remote devices shall be tested using two portable radios simultaneously conducting subjective voice quality checks. One portable radio shall be positioned not greater than 10 feet (3048 mm) from the indoor antenna. The second portable radio shall be positioned at a distance that represents the farthest distance from any indoor antenna. With both portable radios simultaneously keyed up on different frequencies within the same band, subjective audio testing shall be conducted and comply with DAQ levels as specified in Sections 510.4.1.1 and 510.4.1.2.

10. Documentation maintained on premises. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall place a copy of the following records in the DAS enclosure or the building engineer's office. The records shall be available to the fire code official and maintained by the building owner for the life of the system:

- a. A certification letter stating that the emergency responder radio coverage system has been installed and tested in accordance with this code, and that the system is complete and fully functional.
- b. The grid square diagram created as part of testing in Sections 510.5.3(2) and 510.5.3(3).
- c. Data sheets and/or manufacturer specifications for the emergency responder radio coverage system equipment; back up battery; and charging system (if utilized).
- d. A diagram showing device locations and wiring schematic,
- e. A copy of the electrical permit.

11. Acceptance test reporting to fire code official. At the conclusion of the testing, and prior to issuance of the building Certificate of Occupancy, the building owner or owner's representative shall submit to the fire code official a report of the acceptance test by way of the department's third-party vendor [thecomplianceengine.com](http://thecomplianceengine.com).

510.5.4 FCC compliance. The emergency responder radio coverage system installation and components shall comply with all applicable federal regulations including, but not limited to, FCC 47 CFR Part 90.219.

510.5.5 Mounting of the donor antenna (s). To maintain proper alignment with the system designed donor site, donor antennas shall be permanently affixed on the highest possible position on the building or where approved by the fire code official. A clearly visible sign shall be placed near the antenna stating, "movement or repositioning of this antenna is prohibited without approval from the fire code official." The antenna installation shall be in accordance with the applicable requirements in the International Building Code for weather protection of the building envelope.

510.5.6 Wiring. The backbone, antenna distribution, radiating, or any fiber-optic cables shall be rated as plenum cables. The backbone cables shall be connected to the antenna distribution, radiating, or copper cables using hybrid coupler devices of a value determined by the overall design. Backbone cables shall be routed through an enclosure that matches the building's required fire-resistance rating for shafts or interior exit stairways. The connection between the backbone cable and the antenna cables shall be made within an enclosure that matches the building's fire-resistance rating for shafts or interior exit stairways, and passage of the antenna distribution cable in and out of the enclosure shall be protected as a penetration per the International Building Code.

510.5.7 Identification Signs. Emergency responder radio coverage systems shall be identified by an approved sign located on or near the Fire Alarm Control Panel or other approved location stating "This building is equipped with an Emergency Responder Radio Coverage System. Control Equipment located in room (insert information provided by owner)".

A sign stating "Emergency Responder Radio Coverage System Equipment" shall be placed on or adjacent to the door of the room containing the main system components.

510.6 Maintenance. The emergency responder radio coverage system shall be maintained operational at all times in accordance with Sections 510.6.1 through 510.6.4.

Agent shall have the emergency responder radio coverage system inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall consist of the following items (1) through (7):

1. In-building coverage test as required by the fire code official as described in Section 510.5.3 "Acceptance test procedure" or 510.6.1.1 "Alternative in-building coverage test".

Exception: Group R Occupancy annual testing is not required within dwelling units.

2. Signal boosters shall be tested to verify that the gain/output level is the same as it was upon initial installation and acceptance or set to optimize the performance of the system.

3. Backup batteries and power supplies shall be tested under load of a period of 2 hours to verify that they will properly operate during an actual power outage. If within the 2-hour test period the battery exhibits symptoms of failure, the test shall be extended for additional 1-hour periods until the integrity of the battery can be determined.

4. If a fire alarm system is present in the building, a test shall be conducted to verify that the fire alarm system is properly supervising the emergency responder communication system as required in Section 510.4.2.5. The test is performed by simulating alarms to the fire alarm control panel. The certifications in Section 510.5.2 are sufficient for the personnel performing this testing.

5. Other active components shall be checked to verify operation within the manufacturer's specifications.

6. At the conclusion of the testing, a report, which shall verify compliance with Section 510.6.1, shall be submitted to the fire code official by way of the department's third-party vendor [thecompliancesengine.com](http://thecompliancesengine.com)

7. At the conclusion of testing, a record of the inspection and maintenance along with an updated grid diagram of each floor showing tested strengths in each grid square and each critical area shall be added to the documentation maintained on the premises in accordance with Section 510.5.3.

510.6.1.1 Alternative In-building coverage test. When the comprehensive test documentation required by Section 510.5.3 is available, or the most recent full five-year test results are available if the system is older than six years, the in-building coverage test required by the fire code official in Section 510.6.1(1), may be conducted as follows:

1. Functional talk-back testing shall be conducted using two calibrated portable radios of the latest brand and model used by the agency's radio communications system or other equipment approved by the fire code official. Testing shall use Digital Audible Quality (DAQ) metrics, where a passing result is a DAQ of 3 or higher. Communications between handsets in the following locations shall be tested: between the fire command center or fire alarm control panel and a location outside the building; between the fire alarm control panel and each landing in each stairwell.

2. Coverage testing of signal strength shall be conducted using a calibrated spectrum analyzer for:

(a) Three grid areas per floor. The three grid areas to be tested on each floor are the three grid areas with poorest performance in the acceptance test or the most recent annual test, whichever is more recent, and

(b) Each of the critical areas identified in acceptance test documentation required by Section 510.5.3, or as modified by the fire code official, and

(c) One grid square per serving antenna.

3. The test area boundaries shall not deviate from the areas established at the time of the acceptance test, or as modified by the fire code official. The building shall be considered to have acceptable emergency responder radio coverage when the required signal strength requirements in 510.4.1.1 and 510.4.1.2 are located in 95 percent of all areas on each floor of the building and 99 percent in Critical Areas, and any non-functional serving antenna are repaired to function within normal ranges. If the documentation of the acceptance test or most recent previous annual test results are not available or acceptable to the fire code official, the radio coverage verification testing described in 510.5.3 shall be conducted.

#### Point of Information

The alternative in-building coverage test provides an alternative testing protocol for the in-building coverage test in subsection (1) of section 510.6.1. There is no change or alternative to annual testing requirements enumerated in subsections (2) - (7) of Section 510.6.1, which must be performed at the time of each annual test.

510.6.2 Additional frequencies. The building owner shall modify or expand the emergency responder radio coverage system at his or her expense in the event frequency changes are required by the FCC or other radio licensing authority, or additional frequencies are made available by the FCC Public Safety Radio System Operator or FCC license holder. Prior approval of a public safety radio coverage system on previous frequencies does not exempt this section.

510.6.3 Nonpublic safety system. Where other nonpublic safety amplification systems installed in buildings reduce the performance or cause interference with the emergency responder communications coverage system, the nonpublic safety amplification system shall be corrected or removed.

510.6.4 Field testing. Agency personnel shall have the right to enter onto the property at any reasonable time to conduct field testing to verify the required level of radio coverage or to disable a system that due to malfunction or poor maintenance has the potential to impact the emergency responder radio system in the region.

**IFC Section 903 amended.** Sections 903.2, 903.3.1 , 903.4.2, and 903.4.3 of the ~~2018~~ 2021 International Fire Code are amended to read as follows, including deletion of the exception to 903.2 in its entirety:

903.2 Where required.

A. Automatic fire-extinguishing system. All newly constructed buildings with the exception of detached single family residences with a gross square footage over 5,000 square feet must be sprinklered. Additions to existing buildings which would result in a gross floor area greater than 5,000 square feet and which exceed 50 percent of the building valuation must be retrofitted with an automatic sprinkler system. Subject to the approval of the Fire Code Official, a phasing plan of up to 5 years is permitted.

B. Floor area gross. For the purpose of this section, gross floor area shall be defined as the floor area whether above or below grade within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of the interior walls, columns or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts. For the purposes of this section, fire barriers, walls and/or partitions of any type do not constitute separate buildings.

903.3.1 Standards. Sprinkler systems shall be designed and installed in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3 and other chapters of this code, as applicable. In addition, sprinkler systems shall be designed with a buffer to account for water system fluctuations to include a low reservoir condition. Such buffer shall be 5% for static pressures less than 50 p.s.i. and 10% for static pressures above 50 p.s.i.

Exception: Buffers are not required for systems designed in accordance with Section 903.3.1.3 (NFPA 13 D).

903.4.2 Alarms. Approved fire alarm system with audible and visible alarm notification appliances, shall be provided for every automatic sprinkler system in accordance with Section 907 and throughout areas designated by the Fire Code Official. Sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm.

903.4.3 Floor control valves. Approved supervised indicating control valves shall be provided at the point of connection to the riser on each floor.

**IFC Section 905 amended.** Section 905.8 of the 2021 International Fire Code is amended to read as follows:

905.8 Dry standpipes. Dry standpipes, when approved by the Fire Code Official, are acceptable in other than high-rise buildings.

**IFC Section 906.1 exception 1 amended.** Section 906.1 exception 1 of the 2021 International Fire Code, entitled "Portable Fire Extinguishers," is amended to read as follows:

Exception 1: Group R-2 occupancies are not required to provide portable fire extinguishers within each dwelling unit. Fire extinguishers are required in common areas and corridors.

**IFC Section 907.1 amended.** Section 907.1 of the 2021 International Fire Code is amended to read as follows:

907.1 General. This section covers the application, installation, performance and maintenance of fire alarm systems and their components in new and existing building and structures:

1. The requirements of Section 907.2 are applicable to new buildings and structures, new fire alarm systems, and replacement of existing fire alarm control panels being installed in existing structures.

2. When an existing fire alarm control unit is replaced in existing structures, the entire fire alarm system shall comply with the requirements of Section 907.2

Fire alarm systems upgrades shall not require upgrades to other building systems, unless necessary to meet the requirements of Section 907.2.

Pursuant to Section 104.9 and subject to the approval of the fire code official, fire alarm system upgrades may be phased in over a time period not to exceed 5 years. Approval of a phased alarm system upgrade must be documented in an executed agreement between the applicant and city and shall contain measurable milestones, insurance requirements, and indemnity provisions.

3. The requirements of Section 907.9 are applicable to existing buildings and structures in addition to the condition described in item 2.

4. For the purpose of this section, fire barriers shall not be considered to create a separate building.

5. Building required by this section to be provided with a fire alarm system shall be provided with a single fire alarm system unless otherwise approved by the fire code official.

**IFC Section 907.5.2.1.1 amended.** Section 907.5.2.1.1 of the 2021 International Fire Code is amended to read as follows:

907.5.2.1.1 Average sound pressure. The audible alarm notification appliances shall provide a sound pressure level of 15 decibels (dBA) above the average ambient sound level or 5 dBA above the maximum sound level having a duration of at least 60 seconds, whichever is greater, in every occupiable space within the building, or in the case of a partial alarm system, throughout the space that is provided with the fire alarm system. The minimum sound pressure levels shall be: 75 dBA in occupancies in Groups R and I-1; 90 dBA in mechanical equipment rooms; and 60 dBA in other occupancies. In occupancies with high sound levels, such as nightclubs, bars, theaters, auditoriums, sanctuaries, etc. an interface shall be provided between the fire alarm system and the noise source to eliminate the noise source upon activation of the fire alarm system.

Exception: Private mode signaling in accordance with NFPA 72 shall be allowed in areas of group I-2 and I-3 occupancies where occupants are not expected to self-evacuate

**IFC Section 907.6.3.1 amended.** Section 907.6.3.1 of the 2021 International Fire Code is amended to read as follows:

907.6.3.1 Annunciator panel. All fire alarm systems in buildings without a fire command center shall be provided with an annunciator panel (or the main fire alarm control panel) located inside the building at the main addressed building entrance.

Exception: Other approved locations.

**IFC Section 907.6.6 amended.** Section 907.6.6 of the 2021 International Fire Code is amended by the addition of a new Subsection 907.6.6.3 , entitled "Monitoring," to read as follows:

907.6.6.3 Monitoring. When required by the Fire Code Official, all new and existing fire detection systems shall be monitored. Wired phone lines (POTS) are not permitted for new monitoring.

**IFC Section 912.5 amended.** Section 912.5 of the 2021 International Fire Code is amended and added subsection 912.5.1 to read as follows:

912.5 Signs. A red metal sign with white raised letters at least 1 inch (25 mm) in size shall be mounted on all fire department connections serving automatic sprinklers, standpipes or fire pump connections. Such signs shall read: SPRINKLERS, STANDPIPES, COMBINED, DRY S/PIPES, DRY S/P & SPKRS, BOOST TO \_\_\_\_\_ (as specified by the fire code official) PSI, or TEST CONNECTION or a combination thereof as applicable.

If it is not readily apparent which building or portion the fire department connection serves, the sign shall also include the premises address or building identification, and the portion of the building protected.

Exception: A metal sign with letters at least 1 inch (25 mm) in size may match the fire department connection where chrome, brass or other approved decorative finish is utilized.

912.5.1 Markings. The fire department connection stand-alone pipe shall be painted red for greater visibility.

Exception: Fire department connections such as chrome, brass, or other approved decorative finish.

**IFC Section 1103.2 amended.** Section 1103.2 of the 2021 International Fire Code is amended to read as follows:

**1103.2 International Fire Code Section 1103.2 amended -** Emergency responder radio coverage in existing buildings.

Section 1103.2 of the International Fire Code is hereby amended to read as follows:

1103.2 Emergency responder radio coverage in existing buildings.

Buildings constructed prior to the implementation of this code shall not be required to comply with the emergency responder radio coverage provisions except as follows:

1. Whenever an existing wired communication system cannot be repaired or is being replaced.
2. Buildings identified in Section 510.1 undergoing substantial alteration as determined by the Fire Code Official.
3. When buildings, classes of buildings or specific occupancies do not have minimum radio coverage signal strength as identified in Section 510.4.1 and the Fire Chief or Police Chief determines that lack of minimum signal strength poses an undue risk to emergency responders that cannot be reasonably mitigated by other means.

**IFC Section 5003.9 amended.** Section 5003.9 of the 2021 International Fire Code is amended to read as follows, with the addition of a new Section 5003.9.11:

5003.9 General safety precautions. General precautions for the safe storage, handling or care of hazardous materials shall be in accordance with Sections 5003.9.1 through 5003.9.11.

5003.9.11 Manufactures Limitations. The storage and use of hazardous materials shall not exceed the manufacturer's limitations on shelf life and any other restrictions on use.

**IFC Section 5307.3 amended.** Section 5307.3 of the 2021 International Fire Code is amended to read as follows:

5307.3 Insulated liquid carbon dioxide or nitrogen systems used in beverage dispensing applications. Insulated liquid carbon dioxide or nitrogen systems with more than 100 pounds (45.4 kg) of carbon dioxide or nitrogen used in beverage dispensing applications shall comply with Section 5307.3.1.

5307.3.1 Ventilation. Where insulated liquid carbon dioxide or nitrogen storage tanks, cylinders, piping and equipment are located indoors, rooms or areas containing storage tanks, cylinders, piping and equipment, and other areas where a leak of carbon dioxide or nitrogen is expected to accumulate, shall be provided with mechanical ventilation in accordance with Section 5004.3 and designed to maintain the room containing carbon dioxide or nitrogen at a negative pressure in relation to the surrounding area.

Exception: A gas detection system complying with Section 5307.3.2 shall be permitted in lieu of mechanical ventilation.

5307.3.2 Gas detection system. Where ventilation is not provided in accordance with Section 5307.3.1, a gas detection system shall be provided in rooms or indoor areas and in below-grade outdoor locations with insulated carbon dioxide or nitrogen systems. Carbon dioxide or nitrogen sensors shall be provided within 12 inches (305 mm) of the floor in the area where the gas is expected to accumulate or other approved locations.

The system shall be designed as follows:



1. Activates an audible and visible supervisory alarm at a normally attended location upon detection of a carbon dioxide or nitrogen concentration of 5,000 ppm (9000 mg/m<sup>3</sup>).
2. Activates an audible and visible alarm within the room or immediate area where the system is installed upon detection of a carbon dioxide or nitrogen concentration of 30,000 ppm (54 000 mg/m<sup>3</sup>)

**IFC Section 5604.1 amended.** Section 5604.1 of the 2021 International Fire Code is amended to read as follows:

5604.1 Explosive Materials Storage and Handling - General. The storage of explosive materials is prohibited within Carnation city limits.

Exceptions:

1. Materials listed and stored in accordance with IFC 5601.1 "Exceptions 1-5, and 7-9."
2. Model rocket motors, as defined by 2018 NFPA 1122, stored in accordance with 2018 NFPA 1122. Quantities of more than one pound shall be stored in accordance with 2018 NFPA 1127.
3. When approved by the Fire Marshal, high power rocket motors as defined by 2018 NFPA 1127 and rocket motor reloading kits, stored in accordance with 2018 NFPA 1127.

**IFC Section 5605.1 amended.** Section 5605.1 of the International Fire Code is amended to read as follows:

5605.1 Manufacturing, assembly and testing of explosives, explosive materials, ammunition, blasting agents, and fireworks - General. The manufacturing of explosives, explosive materials, ammunition, blasting agents, and fireworks is prohibited within Carnation city limits.

**IFC Section 6104.2 amended.** Section 6104.2 of the 2021 International Fire Code is amended to read as follows:

Section 6104.2 Maximum capacity within established limits. The aggregate capacity for the storage of Liquid Petroleum Gas (LPG) of any one installation shall not exceed 2,000 gallons water capacity, except that in particular installations this capacity limit may be altered at the discretion of the Fire Code Official after consideration of special features such as topographical conditions, nature of the occupancy and proximity to buildings, capacity of proposed tanks, degree of private fire protection to be provided, and facilities of the fire department.

#### **16.01.060 National Fuel Gas Code (NFPA 54) adopted.**

The current edition of the National Fuel Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted.

**16.01.070 Liquefied Petroleum Gas Code (NFPA 58) adopted.**

The current edition of the Liquefied Petroleum Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by NFPA, is adopted.

**16.01.080 International Fuel Gas Code adopted.**

The current edition of the International Fuel Gas Code, as adopted by the State Building Code Council in Chapter 51-52 WAC, as published by the International Code Council, but excluding Chapter 1 "Administration," is adopted.

**16.01.090 Uniform Plumbing Code adopted.**

The current edition of the Uniform Plumbing Code, as adopted by the State Building Code Council in Chapters 51-56 and 51-57 WAC, as published by the International Association of Plumbing and Mechanical Officials, but excluding Chapter 1 "Administration," is adopted, together with the following amendments:

1. Adopt Appendix Chapter A "Recommended Rules for Sizing the Water Supply System".
2. Adopt Appendix Chapter B "Explanatory Notes on Combination Waste and Vent Systems".
3. Adopt Appendix Chapter I "Installation Standards".
4. Adopt Appendix Chapter H "Grease Interceptors".
5. Adopt Appendix Chapter L "Sustainable Practices".

**16.01.100 International Energy Conservation Code adopted.**

The current International Energy Conservation Code, as adopted by the State Building Code Council in Chapter 51-11C & R WAC, is adopted.

**16.01.110 Reserved.**

**16.01.120 Abatement of Dangerous Buildings Code adopted.**

The 1997 edition of the Uniform Code for the Abatement of Dangerous Buildings Code as published by the International Council of Building Officials/International Code Council is adopted, except that references to the Uniform Codes shall be replaced with the appropriate technical codes and sections as adopted by this jurisdiction.

**16.01.130 Uniform Housing Code adopted.**

The 1997 edition of the Uniform Housing Code as published by the International Council of Building Officials/International Code Council is adopted except that references to the Uniform

Codes shall be replaced with the appropriate technical codes and sections as adopted by this jurisdiction.

**16.01.140 Documents to be filed and available for public inspection.**

The codes, appendices, and standards adopted by reference in this chapter shall be filed with the building department and a copy made available for use and examination by the public upon request.

**16.01.150 Repealing existing codes.**

With respect to any permit, building or structure that was completed or otherwise legally vested prior to the effective date of the regulations set forth in this chapter, adoption of said regulations shall not relieve any person of compliance with the prior regulations applicable to said permit, building or structure.

**16.01.160 Violation—Penalty.**

Except as otherwise specifically provided, violations of this chapter, including any regulation adopted by reference hereunder, shall subject the violator to penalties as provided in this section.

- A. Any violation of any provision of this chapter constitutes a civil violation and is punishable in the amount of two hundred fifty dollars per day for each day the violation exists.
- B. In addition to or as an alternative to any other penalty or remedy provided in this chapter or by law, any person who violates any provision of this chapter shall be guilty of a misdemeanor and may be subject to punishment pursuant to Section 1.16.010 CMC.
- C. In addition to or as an alternative to any other penalty or remedy provided in this chapter or by law, any violation of this chapter shall constitute a public nuisance subject to abatement.

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## CARNATION PLANNING AND PARKS BOARD Regular Meeting Minutes 02.27.24

*Chair Ron Lundeen, Vivian Anschell, Daniel Enciso,  
Caroline Habell, Joe Mellin, Nathan Sherfey, Wayne Wallace*

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- 1) **CALL TO ORDER:** Chair Ron Lundeen  
AT 5:01 P.M.
  
- 2) **WELCOME:** New Board Members
  - a) Joe Mellin – Position 5
  - b) Nathan Sherfey – Position 6Introductions by all Board Members and attending City Staff
  
- 3) **ROLL CALL:** Lora Wilmes  
**PRESENT:** Chair Lundeen, Board Member Anschell, Board Member Enciso, Board Member Habell, Board Member Mellin, Board Member Sherfey, Board Member Wallace
  
- 4) **APPROVAL OF AGENDA**  
MOTION BY BOARD MEMBER SHERFEY SECOND BY BOARD MEMBER MELLIN TO APPROVE THE AGENDA. MOTION PASSED (6-0).
  
- 5) **APPROVAL OF MINUTES:**
  - a) January 23, 2023MOTION BY BOARD MEMBER WALLACE SECOND BY BOARD MEMBER SHERFEY. MOTION PASSED (6-0)
  
- 6) **CITIZEN COMMENT & REQUESTS:** *Comments may be submitted in advance by writing or e-mailing [clerk@carnationwa.gov](mailto:clerk@carnationwa.gov), or made in person, or by telephone or computer connection at the time of the meeting. Individual comments shall be limited to three minutes.*  
Jenn D. gave public comment. Materials submitted for consideration by Board.
  
- 7) **PRESENTATIONS:**  
No presentations.
  
- 8) **NEW BUSINESS:**
  - a) Onboarding – Lora Wilmes & Rhonda Ender  
Onboarding resources and materials presented, and explanation of Public Comments and role of Board given.

b) Save the Date: Comp Plan Open House on Weds., March 13<sup>th</sup>, 5-7 pm

c) Draft Tree Ordinance

Key discussion points of working document include:

-Violation fees and enforcement

-Replacement rates

-Invasive species

d) Docket Requests

Review of docket requests submitted and Staff's recommendations. Any change should be incorporated as part of the Comprehensive Plan update per the Board.

## **9) OLD BUSINESS**

a) River's Edge Park

Phased activation update given.

b) Triangle Activation

Activating this as a green community space discussed. The board likes the idea, but is concerned if a green roof is financially feasible. Board supports moveable furniture and rainproof cover for gathering and native plantings.

## **10) FUTURE AGENDAS:**

a) Regular Meeting: March 26, 2024

Council news to be added to the regular agenda.

## **11) ADJOURNMENT:** Chair Ron Lundeen

At 7:04 p.m.

Agenda Planning Document – City of Carnation Council

	April 2, 2024 Ana Out 6:00 PM (Post Agenda March 29)	April 16, 2024 6:00 PM (Post Agenda April 12)	May 7, 2024 6:00 PM (Post Agenda May 3)	FUTURE ITEMS
<b>STUDY SESSION</b>	<ul style="list-style-type: none"> <li>King County Alert System</li> <li>KCSO Chief Konoske</li> <li>Master Plan</li> <li>STIP</li> </ul>	<ul style="list-style-type: none"> <li>Comprehensive Plan Elements: Utilities, Capital Facilities, Transportation</li> </ul>		<i>Housing and Land Use (May 21)</i>
<b>5 – Public Comment (at 6:10 P.M.)</b>	<i>Public Comment</i>	<i>Public Comment</i>	<i>Public Comment</i>	
<b>6 - Consent 6a – Minutes</b>	Approval of Minutes <ul style="list-style-type: none"> <li>Special Session: March 19, 2024</li> <li>Regular Session: March 19, 2024</li> </ul>	Approval of Minutes <ul style="list-style-type: none"> <li>Special Session: April 2, 2024</li> <li>Regular Session: April 2, 2024</li> </ul>	Approval of Minutes <ul style="list-style-type: none"> <li>Special Session: April 16, 2024</li> <li>Regular Session: April 16, 2024</li> </ul>	
<b>6b – Payroll</b>	Approval of Payroll: <ul style="list-style-type: none"> <li>N/A</li> </ul>	Approval of Payroll: <ul style="list-style-type: none"> <li>Mar 1 – Mar 31, 2024</li> </ul>	Approval of Payroll: <ul style="list-style-type: none"> <li>N/A</li> </ul>	
<b>7 - Proclamations</b>	Autism Awareness Month	<ul style="list-style-type: none"> <li>Arbor Day</li> <li>Earth Day</li> </ul>		
<b>8 - PH Date Setting</b>	NONE	NONE	NONE	
<b>9 - Public Hearings</b>	NONE	STIP Public Hearing		
<b>10 – Council Reports</b>	Council	Council	Council	
<b>11 – Staff Reports</b>	City Manager’s Office	City Manager’s Office	City Manager’s Office	
<b>12 – Executive Session</b>	NONE	NONE	NONE	
<b>13 – Presentations</b>	NONE	NONE	NONE	
<b>14 – Agenda Bills</b>	<ul style="list-style-type: none"> <li>AB24-XX AHBL Contract</li> <li>AB24-XX Compost Ordinance</li> <li>Comcast Franchise</li> </ul>	<ul style="list-style-type: none"> <li>AB24-XX Employee Manual</li> </ul>	<ul style="list-style-type: none"> <li>AB24-XX</li> </ul>	

**Agenda Planning Document – City of Carnation Council**

<b>15 – Discussion Items</b>	NONE	NONE	NONE	
<b>16 – Capital Purchases</b>	NONE	NONE	NONE	
<b>17 – Information / Clarification / General Direction Items</b>	Council	Council	Council	
<b>18 – Public Records Requests</b>	NONE	NONE	NONE	
<b>19 – Planning and Parks Board Minutes – First Tuesday</b>	N/A	March 26, 2024	N/A	
<b>20 – Future Parks and Planning Meeting</b>	April 23, 2024	April 23, 2024	May 28, 2024	
<b>21 - Future Committee Meetings</b>	Finance and Operations <ul style="list-style-type: none"> <li>April 17, 2024</li> </ul>	Finance and Operations <ul style="list-style-type: none"> <li>April 17, 2024</li> </ul> Housing and Land Use Committee <ul style="list-style-type: none"> <li>April 26, 2024, 4 PM</li> </ul>	Public Safety/KCSO <ul style="list-style-type: none"> <li>June 3, 2024</li> </ul> Community Development <ul style="list-style-type: none"> <li>June 5, 2024</li> </ul>	
<b>22 – Future Council Meetings A</b>	April 16 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	May 7 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	May 21 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	
<b>B</b>	May 7 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	May 21 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	June 4 <ul style="list-style-type: none"> <li>Regular Session</li> </ul>	